

**MEMORANDUM  
OF  
UNDERSTANDING**

Setting forth recommendations resulting from Meet and  
Discuss sessions between the Commonwealth and SEIU, Local 668

**Effective July 1, 2019 to June 30, 2023**

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## GENERAL

The Commonwealth of Pennsylvania, hereinafter referred to as the Employer, through its representatives, has engaged in dialogue with the Service Employees International Union, Local 668, 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 Employe 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-2353-C that certain employees were to be included in a unit of first-level supervisors; and

WHEREAS, The Service Employees International Union, Local 668, 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 Employer, 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 Employe Relations Act; and

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

### RECOMMENDATION 1 RECOGNITION

The Union is recognized as the exclusive representative for "meet and discuss" purposes for employees within the classifications established by a certification of the Pennsylvania Labor Relations Board, dated January 5, 1973, more specifically referred to as PERA-R-2353-C, as amended, and that the herein recommendations refer only to those employees falling within these classifications.

### RECOMMENDATION 2 UNION SECURITY

1) a. 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 Memorandum containing the authorization for dues deduction as well as 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.

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

2) The Employer shall provide, on a monthly basis, a statewide list of all employees who have been hired, including their work locations and most recent date of hire.

3) It is understood by the parties that a member's status shall not change as a result of a member accepting a promotion to a position within this supervisory unit, transferring to a new work location, or returning from an extended leave.

4) Requests to revoke Union membership shall be directed to the Union rather than the Employer. Any membership resignation requests received by the Employer should be redirected to the Union. The Union shall be solely responsible for processing member resignations.

### RECOMMENDATION 3 DUES DEDUCTION

1) The Employer agrees to deduct the Union membership dues, an annual assessment, and an initiation fee, from the pay of those employees who individually request in writing that such deductions be made. The signature of the employee on a properly completed Union dues deduction authorization card shall constitute the only necessary authorization to begin payroll deductions of said dues. 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.

The Employer agrees to process dues authorization cards in an expeditious manner upon receipt. Should it be determined by the Union that an employee's payroll dues deductions should cease, the Union shall be responsible for notifying the Employer. Such notices shall be communicated in writing and shall include the effective date of the cessation of payroll dues deduction. The Employer shall rely on the information provided by the Union to cancel or otherwise change authorizations.

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

3) 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 Paragraph 1 above, deduct the Union membership dues that are due and owing for the period for which the employee receives back pay. Dues deductions will be resumed for employees

upon their return from a leave of absence without pay, recall from furlough or placement into a permanent, temporary, emergency or provisional position.

4) The dues deduction provisions of this Recommendation shall continue to pertain and be complied with by the Employer with regard to those employees who are promoted from or demoted into the rank and file unit represented by the Union, and those employees who transfer to another classification within the supervisory units covered by this Memorandum.

5) The Employer shall continue to provide through electronic data transfer, at no cost to the Union, the personnel and the payroll data which are currently provided. Such data shall include employee separation dates.

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 4 PAYROLL DEDUCTIONS

1) In the event the Union establishes a Health and Welfare Fund providing benefits to all employees covered by this Memorandum, the Employer agrees to "meet and discuss" as provided in Act 195 to consider employee payroll deductions for said Health and Welfare Fund.

2) The Employer agrees to deduct from the paycheck of employees covered by this Memorandum 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 judgments 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 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 deductions of employees together with an itemized statement to the applicable credit union designated under Paragraph 1 above within 30 days following the end of the calendar month in which deductions were made.
- 3) a. The Employer shall establish rules, procedures and forms which it deems necessary to extend payroll deductions for credit union purposes.  
b. Payroll deduction authorization forms for credit union purposes 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 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 beginning with the scheduled reporting time for the employee's shift.
- 3) The work shift shall consist of 7.5 or 8 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.
- 5) a. Work schedules showing the employees' shifts, work days, and hours shall be posted on applicable departmental bulletin boards at the work site. Except for emergencies, changes will be posted two weeks in advance. At worksites where employees frequently work in the field, alternate methods of communicating schedules may be established through mutual written agreement of the parties at the local or agency level.

b. Where changes are to be made by the Employer for other than emergency reasons, or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules.

c. An employee whose regular work schedule is Monday through Friday throughout the year shall not have his/her work schedule changed to other than a Monday through Friday schedule except for a legitimate operational reason which is not arbitrary or capricious.

The Department of Human Services, Office of Income Maintenance, the Department of Labor and Industry and the Department of Corrections, in order to meet new regular, reoccurring service delivery requirements, may establish six and/or seven day operations. To meet these operational requirements on a non-overtime basis, work schedules other than Monday through Friday may be established after a meet and discuss with the Statewide Union.

6) a. Employees engaged in seven-day operations are defined as those employees working in any activity for which there is regularly scheduled employment for seven days a week. Except for Youth Development Centers and Youth Forestry Camps, the work week for seven-day operations shall consist of any five (5) consecutive days within a seven calendar day period except where employees have historically been regularly scheduled for seven days a week. In such cases of regularly scheduled employment for seven days per week, the work week shall consist of any five days within a consecutive seven calendar day period.

b. For employees of Youth Development Centers and Youth Forestry Camps in the Department of Human Services, the work schedule shall consist of any ten (10) days within a consecutive fourteen (14) calendar day period.

c. Employees engaged in seven day operations will not be scheduled for more than two (2) consecutive weekends except in cases where the Employer and the Union agree.

7) In the event of a change in shift from a pre-established work schedule, employees must be off regularly scheduled work for a minimum of three shifts or their equivalent unless a scheduled day or days off intervene between such shift change.

8) a. Local union and management representatives at all locations may agree to work schedules that may be at variance with the specific provisions of this Memorandum provided such work schedules are approved, in writing, by the Local Union representative, the appropriate SEIU Local 668 representative, the appropriate facility/location head, the agency, and the Office of Administration. Within 75 working days after receipt by the Agency for approval, the Agency shall return the work schedules to the local level parties for additional work/clarification or to the Office of Administration for their review and/or approval. Failure to do so will permit the proper SEIU Local 668 official to submit the work schedules to the Office of Administration for review and/or approval. Such local agreement may include but need not be limited to alternative work schedules, schedules providing for every other weekend off, four day work weeks, flex-time, 10 consecutive work days, weekend and evening work, and the use of seniority for bidding on work days and hours, subject to management's responsibility to maintain efficient operations. Both

parties will work diligently to reach an agreement at the local level. Prior to the establishment of any schedule under this Paragraph, the Union shall be required to prove a reasonable expectation that the schedule will improve the Employer's operational efficiency and/or service to its clients, and the quality of work life of employees. The parties recognize that what constitutes improved operational efficiency and/or service will vary across work sites and operations and must be assessed on a case-by-case basis. Such improvements may include, but are not limited to: operational cost-savings, increased revenues, greater access to/expanded service for customers, improved resident care outcomes, or increased access to/distribution of work tools/resources to staff in a manner that enhances productivity.

b. It is understood that recommendations submitted in accordance with Subparagraph a. above shall not be unreasonably denied provided that none of the conditions of Subparagraph e. below have been violated.

c. Those cases where either party believes that the recommendations were unreasonably denied, as provided in Subparagraph b. above, may be submitted to a three person committee of representatives from SEIU Local 668, the affected agency and the Office of Administration. The union's proposed schedule will be submitted to the Office of Administration. Upon receiving the union's proposed schedule, the committee will issue a determination within sixty (60) calendar days. The sixty (60) calendar day timeframe may be extended upon mutual agreement of the parties.

d. Nothing herein will impair or limit the Employer's rights to schedule employees as set forth in this Memorandum.

e. No schedule may:

- (1) increase costs of operation
- (2) increase current complement
- (3) affect the Employer's ability to meet criteria for accreditation and/or certification
- (4) adversely impact the efficiency of affected operations, nor standards of service
- (5) contain an unreasonable number of work schedules

The Employer may cancel an alternate work schedule, schedule providing for every other weekend off or flextime schedule upon a minimum of 15 days' notice to the Union, when the Employer reasonably determines that the purpose or conditions set forth above are not being met or that the criteria used to initiate the alternate work schedule, schedule providing for every other weekend off or flextime schedule have materially changed. Templates for alternate work schedules and flex time schedules are provided at Appendix J.

f. All discussions conducted pursuant to this Paragraph shall be in accordance with the meet and discuss provisions of the Memorandum.

RECOMMENDATION 7  
REST PERIODS

1) An employee shall be permitted a fifteen-minute paid 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 rest period shall be scheduled and taken whenever possible at the middle of such one-half shift. The Employer, however, shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance.

2) Employees who work, without interruption, before or beyond their regular shifts for at least two hours shall receive a fifteen minute rest period. Those employees who work, without interruption, beyond their regular shifts 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 his/her work is completed. If the employee takes a meal period at the expiration of his/her normal work day, then he/she 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 his/her work is completed.

3) The scheduling of rest periods immediately before or after meal periods is permissible where the Employer agrees.

RECOMMENDATION 8  
MEAL PERIODS

1) All employees shall be granted a duty free meal period, during the third to fifth hours, inclusive, of their work day unless emergencies require a variance. This shall not restrict the Employer's right to require an employee to remain on duty through his/her meal period or to recall an employee during any part of his/her meal period and compensate the employee as provided for in Paragraph 6 of Recommendation 21. Required hours of work during a work day shall be exclusive of this period.

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

3) With the prior written approval of the first-level of management at the work site, 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 the shift. Such requests shall be considered on an individual by individual basis. However, it is understood and agreed that the approval of such request is at the sole discretion of the Employer.

RECOMMENDATION 9  
EATING AND SANITARY FACILITIES

- 1) The Employer shall provide adequate eating and sanitary facilities at all permanent state-owned or leased locations, which shall be properly heated and ventilated.
- 2) Vending machines for beverages shall be provided at institutional sites where meal facilities are not available at all times. The Union may meet with authorized personnel of the various institutions to discuss the possible increase in items that may be furnished through vending machines. Additional vending machines may be installed in existing or new locations when feasible, providing that existing vendor contracts permit the installation of additional vending machines and that arrangements can be made to do so at no cost to the Employer.
- 3) The Employer agrees to meet and discuss at the request of the Union regarding the standards for eating and sanitary facilities to be included in the specifications for state-owned or leased buildings.

RECOMMENDATION 10  
HOLIDAYS

- 1) The following days shall be recognized as 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. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

- 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 an 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 occurs while employees are on leave without pay under

Recommendation 17, Paragraph 3, they shall be paid for the holiday provided the employees were in an active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay.

If a holiday is observed while a permanent full-time employee is on paid leave status, the employee will receive holiday pay and the day will not be charged against other paid leave credits. The provisions of this Paragraph shall also apply to special holidays declared by the Employer in accordance with Paragraph 5 of this Recommendation.

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

3) If a permanent full-time employee works on any of the holidays set forth in Paragraph 1 of this Recommendation, except the day after Thanksgiving, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours worked on said holiday. In addition, the employee shall 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 60 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 three weeks 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 his/her 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) If a permanent full-time employee works on the day after Thanksgiving, the employee shall be compensated at the employee's regular hourly rate of pay for all hours worked on said holiday. In addition, the employee shall receive paid time off for all hours worked on the day after Thanksgiving but not to exceed the hours in the employee's regular work shift.

5) Whenever the Employer declares a special holiday or part holiday for all employee's 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 equivalent to the number of hours in the employee's normal work shift if a full holiday is declared, or a pro rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the employee his/her regular hourly rate of pay in lieu of such equivalent time off with pay.

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

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

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

8) In no event shall an employee be entitled to duplicate holiday payment. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Paragraph 1 of Recommendation 21 of this Memorandum.

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

10) When it is necessary to schedule employees in this unit to work on a holiday listed in Paragraph 1 of this Recommendation, the Employer shall first seek to obtain volunteers from among employees in the same job classification at the work site beginning with the most senior employee. In the event that sufficient volunteers are not available, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees in the same job classification at the work site who have not worked a holiday on an involuntary basis. Volunteers may be passed over in order to insure that all employees have an equal opportunity to work holidays.

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

In the event that any participant (in the leave payout plan) also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v) or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

RECOMMENDATION 11  
LEAVE DONATION PROGRAM

1) Permanent employees may donate annual leave to a designated permanent employee in the employee's agency who has used all accrued paid leave and anticipated annual leave for the current leave calendar year. The leave is to be used for the recipient's own catastrophic or severe injury or illness, the catastrophic or severe injury or illness of a family member, or for absences related to an organ donation by the recipient. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Recommendation 12, Paragraph 7.

2) Recipients

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

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

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

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

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

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

f. The absence due to an organ donation, the catastrophic or severe illness or injury of the employee or a catastrophic or severe illness or injury of a family member must be for more than 20 workdays in the current leave calendar year. The 20-workday absence may be accumulated on an intermittent basis if properly documented as related to the organ donation or the same catastrophic or severe illness or injury. Annual, sick (for employee's own serious

health condition), sick family (for the serious health condition of a family member), holiday, compensatory, or unpaid leave may be used during the accumulation period. A separate accumulation period must be met for each organ donation, catastrophic or severe illness or injury and for each leave calendar year in which donated leave is used. Donated leave may not be applied to the required 20-workday accumulation period.

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

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

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

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

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

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

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

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 (7.50 or 8.0 hours), but not more than five days can be donated to any one employee in the same leave calendar year. The donor's annual leave balance after donation cannot be less than the equivalent of five workdays of leave (37.5 or 40.0 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 annual 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 12, Paragraph 7.

4) The provisions of this Recommendation are not grievable under Recommendation 32 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 12  
SICK LEAVE AND BEREAVEMENT LEAVE

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

Maximum Sick Leave Entitlement Per Year:

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

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

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

3) a. 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 employee has been abusing his/her sick leave privileges.

b. 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.

c. Upon return from sick leave, employees are not required to state the nature of their illness on Form OA-330 or doctor's statement except as required by Recommendation 17, Paragraphs 5 and 6 and in those cases where sick leave abuse is suspected or where there is a suspicion of a contagious disease.

d. 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, sister, grandchild or step-parent 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.

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

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

**Leave Service Credit**

Over 1 year to 3 years

Over 3 years to 15 years

Over 15 years to 25 years

Over 25 years

**Sick Family Allowance**

Up to 52.5/56 additional hours (7 days)

Up to 112.5/120 additional hours (15 days)

Up to 150/160 additional hours (20 days)

Up to 195/208 additional hours (26 days)

b. During the initial 20 days (150/160 hours) of absence, paid annual 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 (150/160 hours). A separate 20 day (150/160 hour) requirement must be met for each different serious health condition and/or family member and for each calendar year, even if not all of the additional days were used during the previous calendar year.

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

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

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

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

6) 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 the leave privilege. Permanent employees with less than one year of service since their last date of hire may not anticipate sick leave.

7) Employees may use up to five days of sick leave for the death of the employee’s spouse, domestic partner, parent, stepparent, child, or stepchild 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, niece, nephew, 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.

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

8) a. Employees who retire as defined in Recommendation 25, Paragraph 6, shall be paid for their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in 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% over 300	11

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

- (1) Superannuation retirement (as defined in Recommendation 25, Paragraph 6) with at least five years of credited service; or
- (2) Eligible for the Retired Employees Health Program under Recommendation 25, Paragraph 6.e.; or
- (3) After seven years of service, death prior to retirement or separation of service, except as provided in Paragraph 9.

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

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

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

In the event that any participant (in the leave payout plan) also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v) or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

9) 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 unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case the Commonwealth will pay 30% of the employee's unused sick leave up to 90 days. Such payments shall not be made for part days of accumulated sick leave.

10) 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.

11) Employees on leave without pay for the purposes provided for in Recommendation 17, Paragraphs 2 and 3 shall have that time included in regular hours paid for the purpose 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.

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) Permanent employees who have more than one year of service since their most recent date of hire and use no sick leave during the first half (first thirteen (13) pay periods) of the leave calendar year shall earn one-half day (3.75 or 4.0 hours) of annual leave in addition to those earned under Recommendation 13, Paragraphs 1.c. and 1.d. Employees who have more than one year of service since their most recent date of hire and use no sick leave during the

second half (last thirteen (13) or fourteen (14) pay periods, depending on the number of pay periods in the leave calendar year) of a leave calendar year shall earn one-half day (3.75 or 4.0 hours) of annual leave in addition to those earned under Recommendation 13, Paragraphs 1.c. and 1.d. Leave earned will be available for use in the pay period following the pay period in which it was earned.

Sick bereavement leave used will not be counted; however, all other types of paid sick leave; unpaid sick leave under Recommendation 18; and paid and unpaid leave used for work-related injuries shall count as sick leave for this Paragraph.

**RECOMMENDATION 13**  
**ANNUAL LEAVE**

1) a. Employees shall be eligible for annual leave after 30 calendar days of service with the Employer in accordance with the following schedule:

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

**Maximum Annual Leave  
Entitlement Per Year**

Up to 3 Years:

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

37.5 Hr. Workweek: 52.5 Hrs. (7 days)  
40 Hr. Workweek: 56 Hrs. (7 days)

Over 3 Years to 15 Years Inclusive:

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

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

Over 15 Years:

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

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

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

Over 25 Years:

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

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

c. Effective with the beginning of the 2017 leave calendar year, employees shall be eligible for annual leave in accordance with the following schedule:

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

**Maximum Annual Leave  
Entitlement Per Year**

Up to 3 Years:

Annual Leave will be Earned at the rate of 4.24% of all Regular Hours Paid

37.5 Hr. Workweek: 82.5 Hrs. (11 days)  
40 Hr. Workweek: 88 Hrs. (11 days)

Over 3 Years to 15 Years Inclusive:

Annual Leave will be Earned at the rate of 7.32% of all Regular Hours Paid

37.5 Hr. Workweek: 142.5 Hrs. (19 days)  
40 Hr. Workweek: 152 Hrs. (19 days)

Over 15 Years:

Annual Leave will be Earned at the rate of 9.24% of all Regular Hours Paid

37.5 Hr. Workweek: 180 Hrs. (24 days)  
40 Hr. Workweek: 192 Hrs. (24 days)

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

Over 25 Years:

Annual Leave will be Earned at the rate of 11.55% of all Regular Hours Paid

37.5 Hr. Workweek: 225 Hrs. (30 days)  
40 Hr. Workweek: 240 Hrs. (30 days)

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

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

g. Employees may be eligible for up to one additional annual leave day to be earned at the beginning of the next leave calendar year provided the requirements of Recommendation 12, Paragraph 14 are met.

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

3) a. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. Management shall not unreasonably deny such requests based on arbitrarily established numerical formulas. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time the employee with the greatest Supervisory Unit seniority with the Employer shall be given his/her 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.

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

c. Requests for full day (7.5 or 8 hours) of unscheduled, extraordinary annual 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 annual leave is limited to two days per calendar year (15.0 or 16.0 hours), and the first two days of such unscheduled absences will be recorded as extraordinary annual leave and be deducted from the four days of emergency annual leave permitted in subparagraph b. above.

An employee on an alternate work schedule may request and receive approval for extraordinary annual leave for a workday other than a 7.5 or 8 hours shift. In such instance, the entire shift shall be considered as extraordinary annual leave as long as the employee has a sufficient number of hours in his/her 15.0 or 16.0 hour allotment to cover the absence. Use of extraordinary annual leave on workdays for which there is an insufficient number of hours in the allotment to cover the full alternate work schedule shift will be limited to the available number of such hours.

d. An employee's request for an annual leave day on the employee's birthday received in writing at least 45 calendar days prior to the employee's birthday shall be approved. An employee shall be allowed to anticipate the earning requirement in Paragraph 1 above, for an annual leave day used on the employee's birthday. If an employee's birthday falls on a day other than a regularly scheduled work day, the employee will be permitted to schedule an annual leave day in accordance with this Paragraph either the work day immediately before or after the birthday.

e. Subparagraphs b., c. and d. of this Paragraph shall be effective with the beginning of the 2017 leave calendar year.

4) a. 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.

b. Effective with the beginning of the 2017 leave calendar year, a temporary employee shall be permitted, upon request, to use up to a full shift of accrued annual leave on a holiday that the temporary employee is not scheduled to work provided the use of accrued annual leave does not result in the employee receiving more than 37.5/40.0 hours in a work week.

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

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

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

In the event that any participant (in the leave payout plan) also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v) or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

7) Permanent employees who have one or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave

privilege. Permanent employees with less than one year of service since their last date of hire may not anticipate annual leave. Effective with the beginning of the 2017 leave calendar year, permanent employees with less than one year of service may, at the Employer's discretion, anticipate up to one day (7.5 or 8.0 hours) of annual leave before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for leave used but not earned.

8) 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 12, Paragraph 2. Scheduling of those days carried over shall be in accordance with Paragraph 3 above.

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

10) 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.

11) Employees on leave without pay for the purposes provided for in Recommendation 17, Paragraphs 2 and 3 shall have that time included in regular hours paid for the purpose of earning vacation leave entitlement in accordance with Paragraph 1 above; provided, however, such leave without pay does not exceed six (6) weeks per employee per year.

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

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

If the employee is reemployed during the furlough recall period, 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.

13) 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.

14) Temporary employees shall be permitted to use up to one full shift of accrued annual leave on a holiday that the temporary employee is not scheduled to work provided the use of accrued annual leave does not result in the employee receiving more than 37.5/40.0 hours in a work week.

#### RECOMMENDATION 14 LEAVES OF ABSENCE

1) All time that an employee is absent from work shall be appropriately charged. This shall not affect the current practice of allowing employees to schedule medical appointments during work hours, provided such absences are charged to an appropriate leave.

2) Where a state civil service examination is not readily available during an employee's non-working time, a permanent full time employee shall be granted administrative leave with pay to take such examination which is scheduled during his/her 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.

3) All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing promptly. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made. Except for such emergency type leaves, the time when leave is taken is within the discretion of the Employer.

Requests for any type of leave to which an employee is entitled under this 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) Employees shall be granted up to two (2) hours of administrative leave per calendar year quarter to donate blood.

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

## RECOMMENDATION 15

### CIVIL LEAVE

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

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

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

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

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

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

Permanent employees who are subpoenaed as witnesses before the State Civil Service Commission 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, United States District Court and a Grand Jury.

4) a. Permanent employees, while performing firefighting duties, fire police duties, emergency medical technician duties, civil air patrol activities or emergency management rescue work during a fire, flood, hurricane or other disaster, may be granted leave with pay.

Certified Red Cross disaster relief volunteers may be granted leave with pay to perform disaster relief work for the Red Cross throughout the United States during a state of emergency as declared by that state's Governor.

b. Volunteer participation in firefighting activities, fire police duties, emergency medical technician activities, civil air patrol activities, emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the agency head. Employees absent from work for reasons under Subparagraph a. of 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 16 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., 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., 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 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 of Military Leave Without Pay

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.

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 circumstance.

## 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 certifies 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.

11) It is understood by the parties that the Commonwealth will provide Military Leave in accordance with applicable Federal and State laws inclusive of the Uniformed Services Employment and Reemployment Act of 1994 (Title 38 of the United States Code, Chapter 43).

RECOMMENDATION 17  
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) 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 or extended by written mutual consent of the Union and the Employer.

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 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 Women's Conference
- SEIU Pa. 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
- 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 Employee Relations, Office of Administration, by the Union, 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 29, Seniority.

5) 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 Union.

6) 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.

RECOMMENDATION 18  
FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

1) General

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

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

- (1) when the illness or disability is due to an employee's serious health condition;
- (2) when attending to the medical needs of a spouse, domestic partner, parent, son or daughter or other person qualifying as a dependent who has a serious health condition;
- (3) when becoming parents through childbirth or formal adoption or placement of a child with an employee for foster care;
- (4) when a qualifying exigency event related to a family member who is a military servicemember occurs; or,
- (5) when an employee attends to the serious injury or illness of a covered servicemember or veteran who is a family member.

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

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

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

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

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

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

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

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

## 2) Granting Leave

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

- (1) For an employee with a serious health condition, proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return is required.

- (2) For an employee caring for family members, documentation supporting the need for care is required.
- (3) For an employee who becomes a parent, documentation is required and FMLA leave shall begin whenever the employee requests on or after the birth, adoption or foster care placement; however, it may be used prior to the date of custody or placement when required for adoption or placement to proceed, and no FMLA leave shall be granted beyond one year from the date of birth, of assuming custody of an adopted child or of placement of a foster child.

b. In no case shall an employee be required to commence FMLA leave sooner than he/she requests, unless the employee can no longer satisfactorily perform the duties of their position.

3) Re-employment

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

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

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

c. Employees who use 26 weeks or more of paid leave (12 weeks of leave under Paragraph 1.a. and the first 14 weeks of leave under Paragraph 1.c.) and who return to work before or upon the exhaustion of the paid leave will have the same return rights as described in

Subparagraph a. Return rights after paid leave is exhausted, if the absence is more than 26 weeks (12 weeks of leave under Paragraph 1.a. and the first 14 weeks of leave under Paragraph 1.c.) are in accordance with Subparagraph b.

4) Seniority Rights

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

5) Annual, Sick, Compensatory and Holiday Leave

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

b. An employee may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used during the 12 week entitlement as certified by a physician; such sick leave used will run concurrently with and reduce the entitlement. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 week entitlement will be reviewed for approval under the provisions of Recommendation 12; such use will not be counted against the FMLA entitlement.

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

6) Benefits

a. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendation 24 and 25 will continue during FMLA leave under Paragraph 1.a. and Paragraph 1.c. of this Recommendation.

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

7) Definitions

a. 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.

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

(1) under 18 years of age; or

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

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

c. 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.

8) Guidelines

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

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

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

RECOMMENDATION 19  
WORK-RELATED INJURIES

1) a. 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 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 or 8 hours as appropriate) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of nine (9) months (274 calendar days) or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond nine (9) months (274 calendar days) until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of nine (9) months (274 calendar days) extend beyond three years from the date the injury occurred. If no leave is available under this Paragraph, the provisions of Paragraph 12 may apply.

For temporary employees, accumulated leave and injury leave without pay shall be available for an aggregate of up to nine (9) months (274 calendar days), for the duration of the disability or for the scheduled duration of the temporary employment, whichever is the least. In no case, however, will the aggregate of nine (9) months (274 calendar days) extend beyond three years from the date the injury occurred.

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

b. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 24 and 25 will continue for the period of time that the employee is on leave under Paragraphs 1.a. and 10 and for the first 13 weeks (91 calendar days) after leave under Paragraph 1.a. expires if the employee remains disabled, provided that the employee's right of return under Paragraph 6 has not expired.

2) An employee who works a reduced number of hours (part-time) due to partial disability may use leave in accordance with Paragraph 1.a. Pay for accumulated leave used will be calculated in accordance with Paragraph 1.a., 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.a., if an employee continues to receive workers' compensation, the employee will be placed on leave without pay in accordance with Paragraph 6 below.

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

6) An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Recommendation 29, 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.a. or 10, 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 29, 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.

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

8) 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 or annual leave for the purpose of continued medical treatment of the work-related injury in accordance with Recommendations 12 and 13. 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.

9) 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, outside their previously assigned shift and/or outside their overtime equalization unit. To facilitate the implementation of modified duty assignments, schedule and assignment changes may be implemented as soon as practicable. If the employee is unable to resume all of the duties of the employee's classification within a reasonable period of time, the Employer may demote or laterally reclassify the employee to an appropriate classification, taking into account the duties and responsibilities the employee is capable of performing and subject to the protections afforded by Federal and State Statutes.

10) An employee who is disabled due to a recurrence of a work-related injury after three years from the date the injury occurred, or before three years if the leave entitlement in 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.a.

11) Paragraphs 1 through 9 and Paragraphs 10 and 14 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.

12) It is understood by both parties that the provisions of this Recommendation are consistent with the Family and Medical Leave Act of 1993, USC Paragraph 2601 *et seq.* and that leave granted in accordance with Paragraphs 1.a. and 10 shall be designated as leave under the provisions of the Act.

13) It is understood by both parties that the provisions of this Recommendation are consistent with the Americans with Disabilities Act, 43 P.S. Sections 951 *et seq.*

14) Should the Patient Protection and Affordable Care Act of 2010, 42 USC § 18001 *et seq.* or its regulations be modified or interpreted to not provide an additional 91 calendar days of benefits, as described in Paragraph 6 of this Recommendation, it is agreed that the health and life insurance entitlements outlined in this Recommendation will not be diminished.

RECOMMENDATION 20  
SALARIES AND WAGES

1) Effective July 1, 2019, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of three percent (3.0%). This increase is reflected in the Standard Pay Schedule in Appendix A.

2) Effective October 1, 2020, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of two percent (2.0%). This increase is reflected in the Standard Pay Schedule in Appendix B.

3) Effective October 1, 2021, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of two and one-half percent (2.5%). This increase is reflected in the Standard Pay Schedule in Appendix C.

4) Effective October 1, 2022, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of two and one-half percent (2.5%). This increase is reflected in the Standard Pay Schedule in Appendix D.

5) 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 1, 2, 3, and 4 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.

6) a. Employees covered by this Memorandum who have been employed continuously by the Commonwealth since April 30, 2019, will be eligible to receive a one step service increment effective on the first day of the first full pay period in April 2020.

b. Employees covered by this Memorandum who have been employed continuously by the Commonwealth since April 30, 2020, will be eligible to receive a one step service increment effective on the first day of the first full pay period in April 2021.

c. Employees covered by this Memorandum who have been employed continuously by the Commonwealth since January 31, 2022 will be eligible to receive a one-step service increment effective on the first day of the first full pay period in January 2023.

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 increment.

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.

7) 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 pay scale level in the pay scale group.

8) The cash payment provided for in this Recommendation shall not be added to the employee's base salary. The cash payment shall be subject to dues deductions where applicable.

9) 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 1, 2, 3 and 4; the cash payments outlined in Paragraphs 5 and 6; and the service increments outlined in Paragraph 6 where applicable.

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

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

a. A supervisor who is paid a biweekly salary which is less than that supervisor's subordinate will be eligible for the supervisory differential if that supervisor has more total Commonwealth service than the subordinate. Total Commonwealth service shall be interpreted to mean only that service occurring since the supervisor's most recent appointment. Service

occurring prior to a supervisor's break in employment shall not be counted unless the supervisor returns to the same agency and classification series within one year of the date of termination.

- b. A supervisor will not be eligible for the supervisory differential if the supervisor's biweekly salary is less than the salary of the subordinate, and the supervisor has less total Commonwealth service than the subordinate.
- c. A supervisor will not be eligible for the differential adjustment if the subordinate's salary is greater than the supervisor's as a direct result of a downward reallocation with a salary save.
- d. Supervisor/subordinate pay relationships will be reviewed on an ongoing basis using the criteria established above. The effective date for adjustments for the ongoing review will be the promotion date of the employee which caused the adjustment to occur.

Supervisory differential adjustments must be approved by the Office of Administration.

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

b. The Commonwealth may hire employees at pay rates above the minimum rate of the assigned pay scale group, provided the candidates are not current Commonwealth employees. In such cases, the Office of Administration will notify the Union before it has approved the hiring above the minimum rate and will provide the underlying rationale prior to the above minimum appointments are made by the appointing authority.

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

#### RECOMMENDATION 21 OVERTIME

1) One and one-half of the employee's regular hourly rate of pay exclusive of any premium or differential pay shall be paid for work under the following conditions:

- a. For any work performed in excess of eight hours in any work day or in excess of 40 hours in any work week;
- b. For employees of Youth Development Centers and Youth Forestry Camps in the Department of Human Services, for any work in excess of eight hours in any one work day or in excess of 80 hours in any biweekly pay period.

- c. There shall be no duplication of premium pay for the same hours worked under the provisions of Subparagraphs a. and b. of this Paragraph.
- d. The provisions of this Recommendation are not applicable to employees in job classes assigned to pay scale group 8 and above and identified as exempt from the overtime provisions of the Fair Labor Standards Act in the Commonwealth's Pay Plan. However, such employees shall be granted straight-time pay or compensatory time off one hour for each hour worked at the election of the employee.

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

- a. Hours worked, excluding standby time.
- b. Rest periods.
- c. Holidays, except where compensation is paid for a holiday which occurs on an employee's day off.
- d. Annual leave.
- e. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- f. Sick leave.
- g. Administrative leave.

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

- a. An employee on a five day per week schedule shall be paid double time for hours worked on the second scheduled day off in the work week provided the employee is in an active pay status on his/her five regularly scheduled work days and works his/her first scheduled day off in the work week. If such an employee is in an active pay status his/her next five regularly scheduled work days and works his/her next scheduled day off or his/her next two scheduled days off, he/she shall be paid double time for hours worked on those days and shall continue to be paid double time for hours worked on subsequent scheduled days off until the employee is not required to work on a regularly scheduled day off provided the employee continues in an active pay status on all regularly scheduled work days.
- b. An employee whose work schedule consists of any ten days within a consecutive 14 calendar day period as provided in Recommendation 6, Paragraph 6, shall be paid double time for the second and fourth scheduled days off work; provided, in order to be eligible for double time on the second day off, the employee must be in an active pay status the first five regularly scheduled work days and work the first scheduled day off in the

normal biweekly work period and, in order to be eligible for double time on the fourth day off, the employee must be in an active pay status the second five regularly scheduled work days and work the third scheduled day off in the normal biweekly work period. An employee on this work schedule shall be paid double time for the third scheduled day off; provided, in order to be eligible for double time on the third day off, the employee must be in an active pay status ten (10) regularly scheduled work days and work the first and second scheduled days off in the normal biweekly work period. An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked provided the employee is in an active pay status the first five regularly scheduled work days in the normal biweekly work period, if the first or first and second scheduled days off are worked, and the employee is in an active pay status the second five regularly scheduled work days in the normal biweekly work period, if the third or third and fourth scheduled days off are worked.

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

4) By mutual agreement between the Employer, the appropriate local union representative, and the employee involved, compensatory time at the appropriate rate may be granted in lieu of overtime pay. Such compensatory time 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 off 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.

5) The Employer will attempt to equalize overtime between or among the employees within the same job classification within each equalization unit during each one-half calendar year. When an overtime opportunity occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work beginning with the most senior of the employees using Supervisory Unit seniority who have the least overtime credit during the one-half calendar year. In the event that sufficient volunteers are not available, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees who have had the least assigned overtime on a non-volunteer basis during the period.

An employee declining overtime shall be credited with the overtime worked by the employee accepting or assigned to the overtime for equalization purposes. If an employee is unable to be reached by telephone the Employer will leave a message and document the call on a call log. An employee who does not return the call within ten (10) minutes will be determined to be unavailable and shall be credited with the amount of overtime worked by the employee accepting or assigned to the overtime. If an employee returns the call within ten (10) minutes but the

overtime is no longer available, the employee will not be charged with the hours for equalization purposes. Local understandings that address employees who are unable to be reached by telephone shall supersede this provision. Employees may be passed over in order to comply with the equalization requirements.

Employees entering established equalization units after the beginning of a six month equalization period shall be credited for equalization purposes with an amount of overtime equal to the maximum amount of credited overtime held by an employee in the same classification in the equalization unit.

Lists showing accumulations of overtime within each equalization unit during the preceding six-month period shall be posted every six months.

Equalization units will be established by a memorandum between the parties. If either party requests a change to an established equalization unit the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party can request that an unresolved equalization unit issue be submitted to a committee consisting of representatives of the Union and representatives of the Office of Administration and the department or agency. The Committee will determine the applicable equalization units through meet and discuss.

6) Employees who are required to remain on duty during meal periods shall be compensated for these periods at the appropriate rate of pay. Employees who are not permitted to take rest periods during their regular shifts shall have that time counted as time worked in addition to that which is provided for in Paragraph 2.

7) Payment for overtime is to be made on the pay day of the first pay period following the pay period in which the overtime is worked.

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

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

In the event that any participant (in the leave payout plan) also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan (the "ARP"),

contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v) or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

RECOMMENDATION 22  
CALL TIME AND STAND-BY TIME

1) An employee who has been called into work outside of his/her regular shift schedule shall be guaranteed a minimum of four (4) hours' work. Call time pay begins when the employee reports to his/her assigned work site ready for work. There shall be no duplication of hours.

2) Call time shall be paid for at whatever rate is appropriate.

3) An employee is on standby during the period that the employee is required to remain at home and to be available for emergencies. Only employees who are required to be on standby are entitled to the compensation hereafter set forth. Such an employee on standby time, at the Employer's discretion, shall either be paid 25% of his/her regular base pay for such standby time or receive compensatory time off equivalent to twenty-five percent of such standby time. Standby time shall not be considered as hours worked for the purpose of computing overtime. An employee is not considered to be on standby time during the period he/she is being paid for call time.

RECOMMENDATION 23  
SHIFT DIFFERENTIAL

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

b. Effective with the start of the first full pay period in January 2020, shift differential shall be paid as follows:

1. An employee whose work shift consisting of 7.5 or 8.0 work hours on a scheduled work day begins at or after 8:00 p.m. and before 6:00 a.m. will be paid a shift differential of \$1.15 per hour for all such hours worked on that shift.
2. An employee whose work shift consisting of 7.5 or 8.0 work hours on a scheduled work day begins at or after 12:00 noon and before 8:00 p.m. will be paid a shift differential of \$1.25 per hour for all such hours worked on that shift.

2) Any employee who works overtime on his/her work shift as described in Paragraph 1.a. or b. will receive the applicable shift differential for all overtime hours worked.

3) Employees who are called in to work a shift on their scheduled day off and who worked not less than a full 7.5 or 8 hour shift which begins before 6:00 a.m. or at or after 12:00 noon shall receive, in addition to the appropriate rate, the shift differential as set forth in Paragraph 1.a. or b. for all such hours worked.

## RECOMMENDATION 24

### 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. 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 leave without pay in accordance with Recommendation 17, 18 and 19 will continue to receive 100% State-paid coverage under the current life insurance plan as described in those recommendations. When the entitlements to benefits end under those recommendations, employees may continue in the life insurance program by paying the entire premium. Coverage may continue for up to a total of one year, including both leave with benefits and leave without benefits.

b. Those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than leave without pay in accordance with the recommendations specified in a. above for longer than 91 calendar days 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 automobile 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 minimally 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 25  
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 Memorandum and the Agreement and Declaration of Trust the extent and level of medical plan benefits, supplemental benefits and other benefits to be extended by the Fund.

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

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

The contributions for permanent part-time employees, who are eligible for benefits and expected to be in an active pay status at least 50% of the time every pay period, will be 50% of the above referenced 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 retirees as provided for in Paragraph 1 (employees) and/or Paragraph 6 (retirees) of this Recommendation, respectively.

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

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

July 2019 – June 2023	2.5%
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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.

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 2019 – June 2023	2.5%	2.5%	5.0%

Employee Contribution Waivers shall be effective the first full pay period in July of the period 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 3.a.

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

e. Only employees who elect to enroll for PEBTF coverage, including those who enroll only for supplemental benefits, are subject to the employee contributions in this 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 leave without pay in accordance with Recommendation 17, 18, or 19 may continue to receive benefits as described in those recommendations and as determined and extended by the Fund.

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 leave without pay in accordance with the recommendations specified in a. above for longer than one full pay period or for longer than the applicable periods specified in the recommendations 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: 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 retiree qualify under such Program. The following phrases shall be defined as:

- (1) For State Employees' Retirement System or the Public School Employees' Retirement System members, an employee is deemed retired when the employee applies for and receives retirement benefits.
- (2) For State Employees Defined Contribution Plan participants, an employee is deemed retired when they receive a full distribution from their defined contribution plan.
- (3) Superannuation age, for the express purposes of this Paragraph and Recommendation 14, Paragraph 7.b.(1) only, shall be defined as follows:
  - a. For State Employees Defined Contribution Plan participants, it shall be 67 years old.
  - b. For State Employees' Retirement System or the Public School Employees' Retirement System members it is defined by the State Employees Retirement Code.
- (4) For State Employees Defined Contribution Plan participants, credited service will be determined in the same manner as State Employees' Retirement System members.

- (5) The phrase “Commonwealth employee” shall be limited to service earned through an employing agency eligible to participate in the Commonwealth’s Life Insurance Program.
- (6) The phrase “retirement system” shall be limited to the State Employees’ Retirement System and or Public School Employees’ Retirement System, TIAA-CREF, State Employees Defined Contribution Plan, or other approved retirement systems.

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

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

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

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

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

- (1) Retirement at or after superannuation age with at least 20 years of credited service, except that
  - (a) an employee who leaves State employment prior to superannuation age and subsequently retires at or after superannuation age must have 25 years of credited service,
  - (b) an employee who is furloughed prior to superannuation age and subsequently retires at or after superannuation age during the recall period must have 20 or more years of credited service,
  - (c) an employee who leaves State employment prior to superannuation age and is subsequently rehired and then retires at or after superannuation age must have 20 or more years of credited service with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply,
  - (d) an employee who leaves State employment subsequent to superannuation age and is subsequently rehired and then retires must have 20 or more years of credited service with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.
- (2) Disability retirement, which requires at least five years of credited service, except that, if an employee had previously qualified based on an approved disability retirement, then returns and retires under a normal or early retirement, he or she must retire at or after superannuation age with 20 or more years of credited service or 25 years of credited service regardless of age.

For State Employees Defined Contribution Plan participants, the disability retirement application must be approved by the Office of Administration using the same criteria as the State Employees' Retirement System.

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

(4) For purposes of eligibility for REHP coverage under this 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 retirement systems' rules in effect from time to time. Employees hired on or after July 1, 2007 who have earned credited service under the retirement systems' rules with another employer will not have that service counted for purposes of eligibility for REHP coverage, unless they were employed by the Commonwealth prior to July 1, 2007. If it is determined by the retirement system that a Commonwealth employee is eligible for additional credited service for military service, such credited service will be included in the determination of eligibility for REHP coverage. For State Employees Defined Contribution Plan participants, the Office of Administration will determine if a Commonwealth employee is eligible for additional credited service for military service using the same criteria as the State Employees' Retirement System. The phrase "Commonwealth employee" shall be limited to service earned through an employing agency eligible to participate in the Commonwealth's Life Insurance Program.

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

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

7) 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.

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

RECOMMENDATION 26  
DAY CARE

A statewide joint committee comprised of five representatives of the union and five representatives of the employer (agencies under the Governor's jurisdiction) will meet during the term of this Memorandum to discuss expansion of child care facilities.

RECOMMENDATION 27  
CLASSIFICATION

1) The position classification plan, as established and maintained by the Employer, consists of a schedule of class titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the performance of the work of the class. If employees consider their permanent position to be improperly classified the employee may process an appeal for a reallocation of his/her position through Step 2 of an Expedited Classification Grievance Procedure, as follows:

STEP 1: The Employee or the Union will present the grievance to the Office of Administration, Bureau of Organization Management. The preferred method is to send an email to the Office of Administration, Classification Grievances resource account ([RA-OAClassGrievances@pa.gov](mailto:RA-OAClassGrievances@pa.gov)). The Employee or the Union shall attach to the grievance a description of the job. The Employer will respond in writing within 60 working days of receipt of the grievance. This period may, however, be modified by mutual agreement.

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

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

2) The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However it is understood that

assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee within the unit temporarily is charged to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those of the employee's own position for a period of five full cumulative days in a quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to four and one-half percent of the employee's current rate of pay or at the starting rate of the pay scale group for the higher class, whichever is greater. Employees who are charged to perform higher class work for a full day and who take leave for a portion of that day will be compensated, in increments of 1/4 hour, for the partial day worked in the higher class after the five full day threshold has been met. Such employee while working and being paid in a higher class will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher level duties on his/her scheduled workday immediately before and immediately after such holiday and is paid at the higher rate for those days. The holiday shall not count toward the requirement for five full cumulative days in a quarter, unless actually worked. Once the requirement for the five full cumulative day threshold has been met, payment will be included in the biweekly paycheck.

An employee or employees shall not be temporarily assigned to fill a position in a higher rated classification for more than nine (9) continuous months or the length of an approved leave of absence where the employee being replaced has a guaranteed right of return, whichever is greater.

If the position is filled permanently by other than the employee temporarily filling the position, the employee temporarily assigned shall be returned to his/her previous position and compensation, but shall receive any increments and service credits for such increments to which he/she would have been entitled had they remained in their normal assignment.

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

For the purpose of this Paragraph, 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. For employees of the Pennsylvania State System of Higher Education, the calendar quarters for the purpose of this Recommendation shall be defined as January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.

3) The Employer shall notify the Union of changes to the Classification and Pay Plan involving jobs presently in or reasonably anticipated to be placed in certified first level supervisory units for which the Union is the representative, prior to the submission of these changes to the Executive Board of the Commonwealth. The Union will submit its comments in writing, to the Employer within 30 calendar days of receipt of the notification. If written comments are not received from the Union within 30 calendar days, the Employer will contact the Union before submitting the proposals to the Executive Board. Reasonable written requests by the Union for time extensions will be granted.

If the Union disagrees with a change to the Classification and Pay Plan affecting an existing job represented by the Union that is proposed by the Employer, the Union may submit the issue to the Job Evaluation Committee. The Committee will be comprised of representatives from the Statewide Union and the Office of Administration, Bureau of Organization Management. Agency management representatives may sit on the Committee when deemed necessary by the Employer, and other union officials may sit on the Committee when deemed necessary by the Statewide Union. The Union will place issues before the Committee by submitting a written request to the Office of Administration, Bureau of Organization Management. The request will identify the Union's specific objections to the Commonwealth's proposal and the Union's rationale for the objections. The Committee will then meet to review and discuss the Union's objections. Either party may elect to hold a subsequent meeting of the Committee for the purposes of hearing from potential affected representative employees chosen by the Union. The Employer will provide a written response to the Union upon completion of its review.

4) When employees are assigned to a new permanent job with duties that are substantially different from their current duties, a job description, if available, shall be provided in advance of the new job being assumed. If no job description exists, sufficient explanation shall be provided and the job description prepared as soon as possible. Employee job descriptions should be reviewed with the employee on an annual basis and updated as necessary. Upon request, the employee shall be provided a copy. The appropriate forum for issues relating to this Paragraph shall be labor-management meetings.

5) A statewide joint committee comprised of 5 representatives from the Union and 5 representatives from the Employer shall be established to discuss recruitment and retention issues involving jobs in units represented by the Union.

#### RECOMMENDATION 28 TRAVEL EXPENSES

1) Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. Mileage allowances shall correspond with the applicable privately owned vehicle mileage reimbursement rate established by the General Services Administration (GSA). With the implementation of Concur software, meal and incidental expenses incurred during overnight travel shall be reimbursed up to the GSA meals and incidentals rate established

for the applicable travel destination. Should the GSA change, either the privately owned vehicle mileage reimbursement rates or the meals and incidentals rates, or should the GSA change the methodology used to calculate these rates, the allowances for employees under this Memorandum shall be adjusted accordingly on the effective date of the GSA change.

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

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

3) When an employee is required to take patients/residents/inmates out of the institution or to shop off grounds for the patient/resident/inmate over a meal period, the employee will be provided with a meal similar to that provided the patients/residents/inmates, or will be compensated for a meal in the amount not to exceed \$7.75 including sales tax. In addition, an employee shall be compensated for the money expended on a meal for the patient/resident/inmate. These allowances for subsistence require no receipt or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

4) a. Except as described in Subparagraph 4.b. of this Recommendation, supervisory unit employees in the Department of Labor and Industry who are required to travel between 25 miles and 49 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one-half hour travel time in each direction.

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

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

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

An employee's regular headquarters location shall not be changed in order to diminish the travel time in this subparagraph that would be associated with a given assignment.

b. The calculation of travel on a portal-to-portal basis in the Department of Labor and Industry's Bureau of Blindness and Visual Services will be continued for those individual employees in the Bureau who were subject to such calculation on July 1, 2011 and to those

individual employees hired into supervisory unit positions in the Bureau from June 1, 2010 through March 31, 2012. All application of portal-to-portal calculation will be restricted to travel between home and field work sites. Subparagraph 4.a. of this Recommendation will apply to individual employees hired into supervisory unit positions in the Bureau on or after April 1, 2012.

5) An employee's work schedule shall not be changed for the purpose of performing a field assignment except as permitted under Recommendation 6, Hours of Work, unless there is mutual agreement between the employer, employee, and local union representative.

### RECOMMENDATION 29 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. Supervisory Unit seniority standing for the purpose of promotions, furlough, recall, placement, and shift preference shall be determined by the length of unbroken (as defined in Paragraph 2) service with the Employer in classifications in the Supervisory Unit covered by this Memorandum.

b. Employees who are absent without pay will not lose seniority for regularly scheduled days off that immediately precede the day of their return, provided the employees return at the beginning of their scheduled shift.

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, if they have not previously done so, 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. When the Employer determines that a furlough is necessary and there is no proof of military service in an employee's personnel file, the Employer shall not be held liable for any actions associated with the evaluation of seniority standing unless an employee provides proof of military service within ten (10) days of the date the employee is notified of his/her furlough.

Applicable periods of war are as follows:

1. World War II – December 7, 1941 - December 31, 1946
2. Korea – June 27, 1950 - January 31, 1955
3. Vietnam (in-country) – February 28, 1961 - May 7, 1975
4. Vietnam – August 5, 1964 - May 7, 1975

5. Persian Gulf – August 2, 1990 - date to be determined by the Adjutant General (Department of Military and Veterans Affairs) pursuant to 51 Pa. C.S. 7101.

d. 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 17, Paragraphs 3 and 8; leave without pay for work-related injuries in accordance with Recommendation 19; and Family and Medical Leave Act (FMLA) leave in accordance with Recommendation 18, Paragraph 11, will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to the employee's accumulated total.

2) The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five consecutive working days, failure to report within 10 consecutive working days of recall, expiration of recall period, failure to report after leave and acceptance of other permanent employment while on leave. This shall not restrict the Employer's right to take whatever personnel action it deems warranted for any of the above. If service is broken by any of the above, the employee shall lose Supervisory Unit seniority. If an employee is returned within one year after such break in service, 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. Furloughed employees who either superannuated or who are eligible under a special retirement incentive program, 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.

3) Seniority lists shall be prepared for each seniority group and revised where necessary every six months. Appropriate seniority dates shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards at permanent work sites.

4) The Employer agrees to post all vacancies within the supervisory unit at appropriate work locations within the seniority unit prior to the filling of such vacancies for a period of at least 15 calendar days when the vacancies are above the entrance level and 10 calendar days when the vacancies are entrance level unless an emergency requires a lesser period of time. Such posted notice shall include the location (i.e. office, institution) of the vacancy. With respect to the Bureau of Employer and Career Services, the postmark or the date on a return receipt will be the determining factor in deciding timely bids.

If a vacancy is not filled within 90 calendar days following the closing date specified on the posting, the Employer will re-post the vacancy and all employees must follow the procedures set forth in Paragraphs 5.a. and 6.a. of this Recommendation in order to be considered.

5) Whenever the Employer deems it necessary to fill a non-civil service vacancy, vacancies shall be filled in the following manner:

- a. Employees in the seniority unit and in the classification(s) immediately below (as shown in Appendix E) the classification of the vacancy wishing to bid for such vacancy shall submit to the Employer their name on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.
- b. Where it is determined that skill and ability are relatively equal among the bidding seniority unit employees in the classification(s) immediately below (as shown in Appendix E) the classification of the vacancy, the vacancy shall be filled by the employee with the greatest Supervisory Unit seniority except in the following instances:
  - (1) Where it is necessary to comply with the provisions of applicable law and rules relating to the Commonwealth's Equal Employment Opportunity Program.
  - (2) Where the job involved requires highly specialized skill, training and expertise and there are no employees in the classification immediately below (as shown in Appendix E) the vacancy who possess such qualifications.
  - (3) Whenever a position is reclassified upward to correct an improper classification or to reflect an accretion of duties or reorganization of duties, then the incumbent shall be awarded the higher position.
- c. If an employee is promoted in accordance with this Paragraph and was temporarily assigned, at the time the position was posted or thereafter, to work in that position, the employee will be promoted retroactive to the ending date of the posting.

6) Whenever the Employer deems it necessary to fill a civil service vacancy, vacancies shall be filled in the following manner:

- a. Employees in the seniority unit and in the classification immediately below (as shown in Appendix E), the classification of the vacancy wishing to bid for such vacancy shall submit to the Employer their name on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.
- b. When a vacancy is filled without examination and where it is determined that skill and ability are relatively equal among the bidding seniority unit employees in the classification(s) immediately below (as shown in Appendix E) the vacancy, the vacancy shall be filled by promoting the employee with the greatest Supervisory

Unit seniority in the classification immediately below the classification of the vacancy (as shown in Appendix E) subject to the exceptions noted in Paragraph 5.b. of this Recommendation.

- c. When a vacancy is filled by examination within a seniority unit, the bidding employee with the greatest Supervisory Unit seniority in the classification(s) immediately below (as shown in Appendix E) the vacancy, who is within five points of the seniority unit employee with the highest score shall be promoted unless a person outside the seniority unit receives a grade placing him/her 10 points or more higher than the seniority unit employee with the highest score in which instance the person from outside the seniority unit may be appointed. An example of a five-point range would be 85-90, inclusive. An example of a 10 point range would be 80-90, inclusive. This Paragraph is subject to the exceptions as set forth for non-civil service employees in Subparagraphs (1), (2) and (3) of Paragraph 5.b. of this Recommendation. For the purpose of this Paragraph, persons outside the seniority unit whose names appear on the civil service list are not required to submit a bid in order to be considered for the vacancy.
- d. If an employee is promoted in accordance with this Paragraph and was temporarily assigned, at the time the position was posted or thereafter, to work in that position, the employee will be promoted retroactive to the ending date of the posting.

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

- a. If an employee is affected by furlough, he/she shall bump back into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit listed in Appendix F, provided that he/she has more Supervisory Unit seniority than the employee with the least Supervisory Unit seniority in that classification and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.
- b. If the affected employee is unable under Subparagraph a. above, to bump into a lower classification, he/she shall bump laterally or down into any other classification previously held within the supervisory unit and within the same geographical and organizational limitation of the seniority unit listed in Appendix F, using the seniority procedure specified in a. above. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure.
- c. If the affected employee is unable to bump into any position as provided in Subparagraphs a. and b. above, the employee will be furloughed except for

employees of County Assistance Offices (CAO), Mental Health/Mental Retardation (MH/MR) facilities, General Hospitals, Youth Development Centers (YDC), Youth Forestry Camps (YFC), and the Office of Vocational Rehabilitation who have five or more years of Supervisory Unit seniority. An employee in any of the above referenced organizational units who has five or more years of Supervisory Unit seniority and who is scheduled to be furloughed from an individual CAO, MH/MR facility, General Hospital, YDC and YFC or a District Office of the Office of Vocational Rehabilitation in which the employee is employed, may bump, in a manner consistent with the provisions of Subparagraphs a. and b. above within the appropriate expanded seniority unit as listed in Appendix G. If such affected employee is unable to bump into any positions in the appropriate expanded seniority unit such employee shall be furloughed. An employee who refuses to bump within the appropriate expanded seniority unit listed in Appendix G shall forfeit all recall rights within the applicable expanded seniority unit listed in Appendix G but shall retain recall rights within the seniority unit listed in Appendix F. The application of the provisions of this Subparagraph shall not be subject to arbitration. The response from the Office of Administration, Bureau of Employee Relations, will be final and binding.

- d. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough. The parties are encouraged to consider mutually acceptable cost-savings alternatives within the impacted seniority unit to reduce and/or avoid employee furloughs.
- e. Employees shall be permitted to adjust their seniority downward prior to any furlough action which affects their classification. However, exercise of this option shall be subject to the following limitations:
  - (1) there shall be no increase in cost to the Employer;
  - (2) the employee must sign an indemnification agreement holding the Employer and the Union harmless from any claims resulting by operation of this Paragraph;
  - (3) the employee shall be subject to recall in accordance with his or her own seniority and the applicable provisions on recall contained herein;
  - (4) the employee shall not have rights to placement;
  - (5) the employee shall not have rights to bump.

The Union shall provide the Employer with written notice of the names of those employees who have elected to exercise this option and the fully executed indemnification agreement within 10 calendar days of the date of the Employer's notice to the Union of furlough.

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

Before any furlough is implemented in a non-civil service classification, all temporary employees in that classification in the seniority unit will be separated before any permanent employees are furloughed.

9) The Employer shall establish a recall list by classification series using the same geographical and organizational limitation as the seniority unit in which the furlough occurred (see Appendix G for seniority unit designations) for those employees furloughed under Paragraph 7 of this Recommendation in the inverse order of Supervisory Unit seniority:

- a. Employees on such recall lists shall have rights to a position in a classification within the geographical and organizational unit as listed in Appendix F from which they were furloughed or to any lower level classification in the same classification series in the same geographical and organizational limitation as the seniority unit listed in Appendix F in which the furlough occurred provided they have the requisite seniority and skill and ability.
- b. The Employer shall also establish a recall list for employees furloughed under Paragraphs 7.a., 7.b., 7.c. and 7.d of this Recommendation from positions in County Assistance Offices, MH/MR facilities, OFAIR, Divisions of Quality Control and Field Assessment in OIM, Bureau of Program Evaluation and Staff Development, General Hospitals, YDC's and YFC's, Correctional Institutions, Office of Vocational Rehabilitation and the Bureau of Employer and Career Services by classification series using the geographical and organizational units listed in Appendix G.

Employees on such recall lists shall have rights to a position in a classification within the geographical and organizational unit as listed in Appendix G or to any lower level classification in the same classification series in the same geographical and organizational unit as listed in Appendix G provided there are no claims to such positions arising from a. above, and provided they have the requisite seniority and skill and ability.

Employees furloughed as a result of the closing of an institution operated by the Department of Human Services will be allowed a one-time right to be placed on the recall list of another institution.

- c. In the event an employee refuses an offer of employment to any classification for which he/she has recall rights under b. above, such employee shall forfeit all recall rights under b. above and shall be limited to recall rights to the classification from which furloughed in Paragraph 7 above.
- d. If an employee on a recall list in accordance with a. above refuses an offer of employment in a lower classification for which he/she has seniority rights, he/she shall forfeit recall rights to such a classification. If the employee refuses an offer of employment in the classification from which he/she was initially furloughed he/she shall forfeit all recall rights under this Recommendation.
- e. An employee who accepts an offer of employment to a lower classification for which he/she has seniority rights under a. and b. above shall not be removed from any recall list for any higher level classification for which he/she has seniority rights.
- f. Employees shall be placed on recall lists in a. and b. above in Supervisory Unit seniority order (most senior first) and employees shall be recalled in Supervisory Unit seniority order regardless of the date of furlough or the date an employee was placed on the list.
- g. If an employee on a recall list in accordance with a. and b. above refuses an offer of recall to either a temporary or part-time position for which he/she has seniority rights, that employee shall forfeit recall rights to all temporary or part-time positions. The employee shall retain recall rights to permanent, full-time employment for which he/she is eligible.
- h. An employee's name shall remain on all recall lists for a period of three (3) years after the date of the furlough. If an employee has not been recalled within such three (3) year period, the employee's name shall be removed from all recall lists.
- i. During the period that an employee is on any recall list, he/she shall keep the Commonwealth informed of any address changes. The Employer shall not be held liable if an employee is not offered recall due to failure to notify the Employer of a change of address.
- j. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall be eligible for all benefits enjoyed by permanent employees, provided other applicable eligibility requirements are met.
- k. The Employer will provide the Union with a copy of all recall lists.
- l. The recall period of a furloughed employee who, during the recall period, returns to the furloughing Agency's payroll in a temporary capacity shall be extended by the amount of time the employee serves in the temporary capacity.

m. Furloughed employees shall forfeit all recall rights under this Paragraph under the following circumstances:

1. For a defined benefit retirement plan employee or a hybrid retirement plan employee, recall rights are forfeited when the furloughed employee applies for and receives retirement benefits from the State Employees' Retirement System or the Public School Employees' Retirement System, as of the date of the approval of such benefits.
2. For a defined contribution retirement plan employee, recall rights are forfeited when the furloughed employee receives a full distribution from his or her defined contribution plan, as of the date of such distribution. A furloughed employee who receives less than a full distribution from his or her defined contribution plan shall not forfeit his or her recall rights under this Section.

10) If an employee is unable to execute a bump as provided by Recommendation 29, Paragraph 7, and is placed on a furlough list, the Employer will attempt to place the employee in a budgeted, available, uncommitted vacancy in a classification covered by the Memorandum to which there are no seniority claims in the following manner:

- a. Placement will be made to positions in classifications covered by this Memorandum to which the employee has bumping rights in any agency under the jurisdiction of the Governor provided the employee possesses the requisite skill and ability. In addition, placement will be made to entrance level vacancies in any classification covered by this Memorandum in the same or lower pay scale group in any agency under the Governor's jurisdiction, provided the employee meets the minimum requirements and qualifications essential to the work of the vacancy.
- b. Employees placed in entrance level vacancies which are not in the classification or classification series which an employee previously held will serve a six month probationary period during which time the provisions of Recommendation 31, Paragraph 1 shall not apply. Employees who are terminated for failure to successfully complete the probationary period shall retain recall rights under Paragraph 9 of this Recommendation.
- c. Geographic limitations for the application of this Paragraph will be designated by the employee completing a placement questionnaire. The employee may choose up to ten counties in which the employee would be available for employment or a statewide availability. Such county or statewide designation may be changed once during the placement period. Such change will not be considered effective until received, in writing, by the Bureau of State Employment, Office of Administration, and will not alter the status of any placement referrals which have been initiated. In addition, the employee may designate a pay scale group below which the employee will not accept an offer of placement. However, once such a pay scale group cutoff

is designated, it cannot be changed.

- d. Each employee will complete an "Availability for Temporary Employment Questionnaire". If an employee indicates a desire not to be offered placement to temporary positions no such offers will be made and placement rights to permanent positions will not be affected. However, if an employee indicates a desire to be offered placement to temporary positions, is offered a temporary position and refuses such an offer, the employee shall forfeit all placement rights.
- e. Placement will be made in order of Supervisory Unit seniority.
- f. Civil service employees will have placement rights to both civil service and non-civil service vacancies consistent with the requirements outlined in Subparagraph a. of this Paragraph.

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

- g. Employees will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Paragraph cease. The furloughed employee shall retain recall rights as outlined in Recommendation 29, Paragraph 9.
- h. If an employee accepts an offer of placement under this Paragraph, any other placement rights to which an employee may be entitled under this Paragraph cease. If an employee accepts an offer of placement to a temporary position, the employee shall retain placement rights to a permanent, full-time position under this Paragraph.
- i. Employees placed in vacancies in the same classification from which furloughed or in vacancies in other classifications at the same pay scale group of the classification from which furloughed will lose recall rights outlined by Recommendation 29, Paragraph 9. However, employees placed in vacancies in the same classification from which furloughed or in vacancies in other classifications at the same pay scale group of the classification from which furloughed but in a seniority unit other than the seniority unit from which furloughed, will retain recall rights only to the seniority unit from which they were furloughed. Those employees placed in a classification in a lower pay scale group will retain their recall rights under Recommendation 29, Paragraph 9.

- j. The provisions of this Paragraph will be implemented at the time the employee's completed placement questionnaire is received by the central human resource office of the appropriate agency, and will continue for 12 months after the employee has been furloughed. When the 12 month period has expired, an employee's rights under this Paragraph cease. However, the employee will retain recall rights under Recommendation 29, Paragraph 9, except as provided in Subparagraph i. The provisions of this Paragraph will not be implemented on behalf of employees who do not return completed placement questionnaires.
- k. Employees who refuse bump opportunities in accordance with Paragraph 7.a., 7.b., 7.c. or 7.d. of this Recommendation shall not be eligible for placement under the provisions of this Paragraph.
- l. Furloughed employees shall forfeit all placement rights under this Paragraph under the following circumstances:
  - 1. For a defined benefit retirement plan employee or a hybrid retirement plan employee, placement rights are forfeited when the furloughed employee applies for and receives retirement benefits from the State Employees' Retirement System or the Public School Employees' Retirement System, as of the date of the approval of such benefits.
  - 2. For a defined contribution retirement plan employee, placement rights are forfeited when the furloughed employee receives a full distribution from his or her defined contribution plan, as of the date of such distribution. A furloughed employee who receives less than a full distribution from his or her defined contribution plan shall not forfeit his or her placement rights under this Paragraph.

11) Employees desiring to transfer to other positions shall submit a written request to their immediate supervisor stating the reason for the requested transfer. Preference shall be given to those transfers where the employee can demonstrate inordinate family hardships. If the Employer in its sole discretion agrees to such transfer, the employee shall be entitled to maintain whatever seniority rights that are appropriate.

Voluntary permanent transfers within multi-office seniority units shall be handled in the following manner:

- a. Employees shall advise the Employer in writing of their desire to be considered for voluntary permanent transfers within multi-office seniority units.
- b. Transfers will be accepted from among volunteers in the appropriate classification with the greatest Supervisory Unit seniority unless that employee does not have the necessary skill and ability to perform the job at the new location without further training, or if the remaining employees at the old location will not have the clear

capacity and the requisite skill and ability to continue to provide the required public service without delay or disruptions. In addition, employees in the progressive disciplinary chain for work performance will not be considered for transfers in accordance with this Paragraph.

The subject of transfers shall be an appropriate item for meet and discuss at the agency level upon the request of the Union.

12) Permanent transfers from one geographical work location to another shall be made in the following manner:

a. The Employer shall first attempt to secure volunteers from the appropriate classification. The volunteer in the appropriate classification with the greatest Supervisory Unit seniority shall be accepted unless the employee involved does not have the necessary skill and ability to perform the job at the new location without further training or if the remaining employees at the old location will not have the clear capacity and the requisite skill and ability to continue to provide the required public service without delay or disruption.

b. In the event that sufficient volunteers are not secured or volunteers are passed over, involuntary permanent transfers shall be made in inverse order of Supervisory Unit seniority provided the employee involved has the skill and ability to perform the work at the new location without further training and further provided that the remaining employees at the old location have the clear capacity and requisite skill and ability to continue to provide the required public service without delay or disruption.

c. Except in emergencies, the Employer shall give the local Union five days' notice of such transfers.

d. Grievances relating to the interpretation, application, and implementation of this language shall be filed at the agency level.

e. This language shall not be subject to arbitration. The response from the Office of Administration, Bureau of Employee Relations, will be final.

13) In making shift assignments to shift openings, preference shall be granted on a seniority basis unless the Employer feels it is necessary to assign otherwise in order to protect the efficiency of operation. Seniority status in this regard shall be Supervisory Unit seniority.

14) The probationary period for promotions 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 twelve (12) additional months by the Employer and the provisions of Recommendation 31 shall not be applicable during this period or any extension thereof. Probationary time shall be calculated from the date of promotion within or hire into this "Meet and Discuss" unit 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.

If an employee works out of classification and is subsequently promoted to the same classification in the same seniority unit the employee shall have the time worked out of classification in the preceding six months credited toward the probationary period.

15) a. For the purpose of layoff and furlough only, 150 Union officials shall be granted superseniority. Superseniority shall apply solely during the term of office of the employee as a Union officer or steward. The Union shall provide the Office of Administration, Bureau of Employee Relations, on a quarterly basis, a list of all employees who have been granted superseniority in accordance with the provisions of this Recommendation. The list shall contain the employee's name, union title, agency in which employed, work location, and local union designation. Changes to this list will be submitted by the president of the Union. Changes which have not been received by the Office of Administration, Bureau of Employee Relations, prior to the date the Union is informed of the furlough will not affect the list in existence prior to the announcement of the furlough and the number of supersenior positions allocated to the affected seniority unit shall not be changed. However, the Union shall have ten (10) days from the date it is notified of the furlough to notify the Employer of corrections that need to be made within the affected seniority unit due to turnover in the positions previously allocated. In addition, the Union shall be able to make corrections to the list of employees eligible for superseniority that are necessitated by statewide or local Union elections and the Employer is to be notified of such changes within ten (10) days after the election date.

b. The application of superseniority shall alter bumping rights provided for in Paragraph 7 of this Recommendation only to the extent that the employee holding superseniority shall be the last employee furloughed in the seniority unit and classification series which the employee holds at the time of furlough.

c. In the event that all employees in a classification are furloughed, including employees with superseniority, employees with superseniority status would be able to apply such superseniority status in classifications in the seniority unit to which employees have bumping rights.

d. Employees who have been granted superseniority and are furloughed shall be placed at the top of applicable recall lists in the seniority unit from which they are furloughed regardless of seniority standing as long as such employees remain on the superseniority list provided to the Employer in accordance with Subparagraph a. above.

16) Seniority unit means that group of employees in a classification(s) within an affected institutional, bureau, agency or department operational structure in a given geographic work area as listed in Appendices E, F and G of this Memorandum. The parties agree to meet and discuss concerning the classification series/seniority units listed in Appendices E, F and G.

17) Grievances to determine whether there has been a violation of the seniority provisions for furloughs as set forth in Paragraphs 7, 9 and 10 of this Recommendation may be submitted for arbitration in accordance with Recommendation 32, Paragraph 2.

18) When in the exercise of seniority rights provided in this Recommendation, two or more employees are deemed relatively equal in skill and ability, preferential rights shall be determined by the measure of seniority applicable to that preferential right. If applicable seniority proves to be the same, then agency service shall be used. If the agency service is the same, total state service shall be used to determine preferential rights. Total state service will be the 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.

The above procedure shall also be used to break ties among employees who have been granted superseniority.

19) The provisions of this Recommendation relating to promotions and filling of vacancies shall not be applicable to entrance level classifications.

20) Employees who formerly occupied classifications included in this Memorandum, and who are not now in units represented by SEIU Local 668 and who are affected by furlough may not bump into classifications previously held in supervisory units included in this Memorandum.

However, employees who formerly occupied classifications included in this Memorandum who elected the voluntary demotion/transfer option contained in the 1991-1993 Memorandum of Understanding may exercise that option, if available, during the term of this Memorandum.

21) Representatives of the Union and the Department of Human Services will meet and discuss to explore the possible establishment of statewide seniority units for the state hospitals and mental retardation centers. Any such understanding that is developed will be reflected in a side letter between the parties. Thereafter, the Union may request of the Commonwealth to meet and discuss regarding the expansion of the concept elsewhere.

### RECOMMENDATION 30 PERSONNEL FILES

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

In addition, if the official personnel file is maintained at a site other than the employee's worksite, the Employer shall take reasonable steps to provide the employee, once per year, with an opportunity to review the official personnel file within a reasonable time after the request is received. Such reviews shall be limited to one time per calendar year, unless otherwise agreed to.

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 31  
DISCHARGE, DEMOTION, SUSPENSION AND 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 32. The Union shall be notified by the Employer of any disciplinary demotion, suspension or discharge.

Except as provided in Recommendation 29, Paragraph 17, only discharges, suspensions, and disciplinary demotions may be submitted 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 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 initial six months or any extension period. In no event will the probationary period be less than 180 calendar days.

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) Upon request, an employee shall be entitled to Union representation:
  - a. throughout the grievance procedure;
  - b. during any meeting in which allegations are to be made which the employee reasonably believes could lead to discipline; or
  - c. during 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) No transcripts or tape recordings may be made of a disciplinary meeting.
- 8) In the event any action is taken by the Employer under the provisions of this Recommendation which involves alleged patient abuse and a grievance is filed by any employee, the arbitrator shall not consider the failure of the patient to appear as prejudicial.
- 9) The Commonwealth agrees to meet and discuss at the request of the Union over the SEAP Program. It is understood that the Union has not waived its right to meet and discuss over Conditions of Continued Employment for individual employees.
- 10) An employee who is the subject of an Inspector General investigation will be notified when the investigation is concluded. The employee who is not being subject to disciplinary action will be notified at the conclusion of the investigation that the allegations were either “unfounded” or “unsubstantiated”. An employee shall be deemed a subject of an investigation when the employee has been accorded a “subject interview”.
- 11) The Employer and the Union agree to expand the alternative forms of discipline in lieu of suspension actions program in accordance with the sideletter dated April 6, 2017, found in Appendix L of this Memorandum.

RECOMMENDATION 32  
GRIEVANCES AND ARBITRATION

**STANDARD GRIEVANCE PROCEDURE**

1) Where an employee has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission, either the grievance procedure provided for herein shall cease, if the employee has submitted a grievance, or the employee shall not be entitled to institute proceedings under the grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within 15 working days of the date of the occurrence of the action giving rise to the grievance, the processing of a grievance filed within the time limits set forth in Paragraph 2 shall be permitted.

2) Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Memorandum shall be settled in accordance with the following steps. Where grievances may be submitted in writing, they may also be submitted via email, however current practices regarding the provision of hard copy documentation provided as support for grievance submissions by the Union shall continue. Both parties will include a copy of the grievance with their grievance correspondence.

STEP 1. The employee, either alone or accompanied by the Union representative, or the Union where entitled, shall present the grievance orally or in writing to the immediate supervisor, or in the case of the Department of Human Services, to the District Manager of a district office of a County Assistance Office, or to a designated management representative in a single office County Assistance Office, an institution, or a Youth Development Center, 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 or designated management representative shall attempt to resolve the matter and report the decision to the employee orally or 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 his/her division, bureau, institution, or equivalent organizational unit or in the case of the Department of Human Services, to the Executive Director of a County Assistance Office, Institution Superintendent, or Director of a Youth Development Center, within 15 working days after the Step 1 response is due or received. 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 or designated representative within 15 working days after the response from Step 2 is due or received. The agency head or designated representative 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 in 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 or received to the Bureau of Employee Relations, Office of Administration and shall contain a copy of the Step 2 and Step 3 decisions. The Bureau of Employee Relations, Office of Administration shall issue a decision in writing to the employee and/or the Union within 15 working days after receipt of the appeal.

STEP 5. An appeal from an unfavorable decision at Step 4 only in the case of a discharge, disciplinary demotion or suspension which has not occurred as a result of a strike or in the case of a grievance to determine whether there has been a violation of the seniority provisions for furloughs as set forth in Recommendation 29, Paragraphs 7, 9 and

10 may be initiated by the Union serving upon the Employer notice in writing of the intent to proceed to arbitration within 20 working days after the response from Step 4 is due or received. Said notice shall identify the provisions of the Memorandum, the department, the employee involved, and a copy of the grievance. The decision of the Office of Administration at Step 4 of the grievance shall be final in all other cases.

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. In addition, if Health & Safety concerns have been discussed with the Local Health & Safety Committee and cannot be resolved, then grievances concerning the issues discussed can be submitted directly to the third step.

The arbitrator is to be selected by the parties. Representatives of the Employer and the Union shall meet weekly, or at any other 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 American Arbitration Association 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.

In the interest of expediting arbitration of disputes involving discharges, the parties agree to utilize advance scheduling of fixed hearing dates with individual arbitrators. 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 precedence.

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) For those grievances concerning disciplinary suspensions of thirty (30) days or less, the arbitrator shall be selected in accordance with the following procedure:

- a. Upon the Employer's receipt of a request for arbitration, the Employer and the Union shall agree on a date and location of the hearing.
- b. When agreement has been reached on the date and location of the hearing, the Employer shall immediately notify the Director of the Pennsylvania Bureau of Mediation (hereinafter Director). The Director shall appoint an arbitrator from the list of arbitrators agreed to by the Employer and the Union who is able to serve on the date and at the location specified by the parties. The Director shall notify the Employer and the Union of the selection.
- c. The Employer and the Union shall submit a list of arbitrators to the Director for use in this procedure. Either the Employer or the Union, at its discretion, may remove any arbitrator from the list provided to the Director. By mutual agreement, the parties may add arbitrators to the list provided to the Director.
- d. Either party may exempt a particular grievance from this procedure. Both parties, by mutual agreement may add other grievances to this procedure including any that may be backlogged.

4) 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 representative 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.

### **ACCELERATED GRIEVANCE PROCEDURE**

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

under the contract grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within fifteen (15) working days of the date of the occurrence of the action giving rise to the grievance, the processing of a contract grievance filed within the time limits set forth in Paragraph 6 shall be permitted.

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

**STEP 1.** The employee, either alone or accompanied by a Union representative, or the Union representative alone, shall present the grievance in writing to the Employer's worksite designee within fifteen (15) working days of the date of the occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence. Any grievance submitted after the fifteen (15) working day deadline has passed shall be considered untimely and void.

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

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

For a grievance to be discussed at Step 1, the Employer's worksite designee must receive a written confirmation of the grievance at least fifteen (15) working days prior to the prescheduled Step 1 meeting. This period may, however, be modified by mutual agreement.

Any agreed upon settlement of a grievance reached at Step 1 shall be reduced to writing and signed by the Employer's worksite designee and Union counterpart. Written Step 1 settlements signed by both parties are final and binding but shall not operate as precedent.

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

**STEP 2.** If the grievance has not been satisfactorily resolved at Step 1, or if a response has not been received by the Union within fifteen (15) working days of the Step 1 meeting, the employee or Union representative shall present the grievance in writing to the agency Employee Relations Coordinator or designee within fifteen (15) working days

after the Commonwealth's Step 1 response is received or due. Failure of the Union to submit grievances to Step 2 within the fifteen working day timeframe shall be cause for the Commonwealth to consider the grievance "settled and withdrawn." The Union's Step 2 submission shall contain a copy of the original grievance and the Step 1 response, if received.

The Employee Relations Coordinator or designee and the Union counterpart agree to schedule an Agency Settlement Conference on a quarterly basis, if necessary, in an attempt to resolve all outstanding grievances. The Agency Settlement Conference is not required to be in person; video conferences and teleconferences will be acceptable when mutually agreed by the parties. Grievants and other individuals able to provide information relevant to the grievance may participate in Agency Settlement Conferences only upon mutual agreement of the parties.

The Union may present grievances concerning agency-wide decisions directly to Step 2 within fifteen (15) working days of the date of occurrence or when the Union knew, or by reasonable diligence should have known, of the occurrence. If Health and Safety concerns have been discussed with the local Health and Safety Committee and cannot be resolved, grievances concerning such issues may be submitted directly to Step 2.

Any later discovered or developed evidence not previously disclosed to the other party at the Step 1 meeting must be submitted to the other side as soon as practical after discovery and/or development, but in no event less than 48 hours (excluding holidays and Saturdays/Sundays) before the Step 2 meeting.

Any agreed upon settlement of a grievance reached at Step 2 shall be reduced to writing and signed by the Employee Relations Coordinator or designee and the Union counterpart. Written Step 2 settlements signed by both parties are final and binding but shall not operate as precedent.

After the Step 2 Agency Settlement Conference has been held and the then known information the parties intend to rely on to support their respective positions has been discussed and exchanged, the Employee Relations Coordinator or designee must, if the grievance is not settled or withdrawn, provide the Union with a written disposition of the matter within fifteen (15) working days from the date of the Union's response following the Step 2 Agency Settlement Conference.

**STEP 3.** If the grievance has not been satisfactorily resolved at Step 2, or if a response has not been received by the Union within fifteen (15) working days of the Step 2 Agency Settlement Conference, the employee or Union representative shall present the grievance in writing to the Bureau of Employee Relations, Office of Administration, within fifteen (15) working days after the Commonwealth's Step 2 response is received or due. Failure of the Union to submit grievances to Step 3 within the fifteen working day timeframe shall be cause for the Commonwealth to consider the grievance "settled

and withdrawn.” The Union’s Step 3 submission shall contain a copy of the original grievance and the Step 1 and Step 2 responses, if received.

Unless mutually agreed otherwise, the parties shall schedule quarterly Joint State Committee meetings in an attempt to resolve all outstanding grievances. No less than twenty (20) working days prior to a scheduled Committee meeting, the Union shall provide the Bureau of Employee Relations, Office of Administration, with a list of all grievances to be docketed for a hearing before the Committee.

The Committee shall be composed of two representatives from the Union and two representatives from the Employer. An impartial arbitrator selected from a panel of permanent arbitrators agreed upon by the parties shall serve as the fifth member of the Committee during cases involving discharges, suspensions, disciplinary demotions, and grievances filed under the terms of Recommendation 29, Paragraph 17. The arbitrators will only be eligible to serve as a panel member for Joint State Committee cases that would be eligible to advance to arbitration under the current language in the SEIU Local 668 Memorandum of Understanding. The Panel arbitrators will serve on a rotating basis. The Committee shall neither add to, subtract from, nor modify the provisions of the Memorandum. The Committee shall be confined to the precise issue submitted and shall have no authority to determine any other issue not so submitted.

The Committee shall have the right to examine testimony from both parties, evaluate all relevant facts, and render a final and binding decision. Each grievance shall be considered on its merits and the Memorandum of Understanding shall constitute the basis upon which the decision shall be rendered. Any later discovered or developed evidence not previously disclosed to the other party at Step 1 or Step 2 must be submitted to the other side as soon as practical after discovery and/or development, but in no event less than 48 hours (excluding holidays and Saturdays/Sundays) before the Step 3 Committee meeting.

The parties will present their respective cases for each grievance to the Committee. Following case presentations by both parties, the Union and Employer Committee members shall meet privately in an executive session to discuss the grievance and vote on an outcome. All outcomes decided by majority vote during executive session shall be reduced to writing and signed by all Union and Employer Committee members. Such settlements shall be final and binding on both parties but shall not operate as precedent.

If the parties are unable to reach a decision by majority vote in the executive session during grievances involving discharges, suspensions, disciplinary demotions, and grievances filed under the terms of Recommendation 29, Paragraph 17, the matter will be turned over to the Committee arbitrator for a decision which shall be final and binding on both parties, except where the decision would require an enactment of legislation, in which case it shall be binding only if such legislation is enacted. All cases shall require the arbitrator to issue a decision and brief written explanation at the conclusion of the

executive session. All decisions by the arbitrator shall operate as precedent. All other grievances that do not result in a majority vote during executive session (deadlocked) shall be dismissed and the matter closed.

Grievances appealing terminations may bypass the Step 3 Joint State Committee and be scheduled for an arbitration review by either a Business Agent or the Office of Administration, Bureau of Employee Relations after discussion at Step 2. Further, any grievance that the parties mutually agree to move directly to arbitration review after discussion at Step 2, shall bypass the Step 3 Joint State Committee and may be scheduled for an arbitration review. The Bureau of Employee Relations, Office of Administration, and SEIU Local 668 will meet on a monthly basis to review cases to be scheduled for arbitration. The Union shall furnish a list of grievances to be discussed to the Bureau of Employee Relations, Office of Administration, no less than seven (7) calendar days prior to the scheduled review meeting. Any case that cannot be mutually resolved at this meeting will be scheduled for arbitration in accordance with the January 21, 2000, side letter outlining the selection of arbitrators.

The arbitrator selected to hear a termination case shall neither add to, subtract from, nor modify the provisions of this Memorandum. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted. The decision of the arbitrator shall be final and binding on both parties and shall operate as precedent.

All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties requests a postponement of a previously scheduled Step 3 Joint State Committee meeting or a termination arbitration hearing which results in a postponement charge. The postponing party shall pay such charge unless the postponement results in a settlement of the grievance, in which case 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.

All Union grievance submissions and Employer written responses identified in this Paragraph may be communicated via e-mail.

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

Further details regarding the Accelerated Grievance Procedure are located in Appendix K, Rules of the Accelerated Grievance Procedure.

7) No more than ninety (90) calendar days prior to the termination date of this Memorandum, either party may serve notice to the other party of their intent to renegotiate the terms of the Accelerated Grievance Procedure. Should the parties fail to negotiate mutually acceptable terms, the parties shall revert to the Standard Grievance Procedure outlined in this Recommendation effective with the implementation date of the subsequent Memorandum. The timeframe to negotiate new terms may be extended upon mutual agreement of the parties.

RECOMMENDATION 33  
NON-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, gender identity or expression, 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 as well as the alleged offender will be notified of the outcome of the investigation.

RECOMMENDATION 34  
UNIFORMS, CLOTHING AND EQUIPMENT

1) The Employer shall provide any device, apparel or equipment necessary to protect employees from injury in accordance with the practice now prevailing. Where special tools are required for accomplishing work assignments, the Employer shall be responsible for supplying the same. Where the tools customarily used in a trade or craft are not required to be supplied by the employee, such requirement shall continue; where such tools are presently supplied the practice shall continue.

2) In the event a patient or client damages or destroys items of clothing or personal property which are worn by an employee and which are necessary for the performance of such employee's work, the Employer shall reimburse the employee for the value of such clothing or personal property. In addition, where the employee demonstrates that items of clothing which were not being worn by the employee are destroyed by a patient or client, the Employer shall reimburse the employee for the value of such clothing. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not be due to the employee's own negligence. The Employer shall take prompt and timely action in the disposition of employee claims for damaged personal effects.

RECOMMENDATION 35  
RETIREMENT

1) A joint committee shall be established to study and make recommendations concerning the State Employees' Retirement System. If the Employer and the Union agree to such recommendations, then both parties shall support the adoption of legislation necessary for their implementation.

2) In the event the State Employees' Retirement Code is amended during the term of this Memorandum to authorize dues deductions for retired public employee associations, the parties agree to meet and discuss whether or not the Memorandum should be amended to incorporate changes permitted by the amendment to the Code.

RECOMMENDATION 36  
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) Employee benefits and working conditions now existing and not in conflict with the Memorandum shall remain in effect subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights.

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

4) Reasonable use of telephones for local calls on personal business by employees is permitted in accordance with existing practices where such use 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.

5) Furlough Periods

The Employer acknowledges that its agencies should generally refrain from entering into new subcontracting agreements for services in an institution, district or local area during periods of time when the agency's permanent full-time employees in that institution, district or local area who normally perform that type of work are on furlough and eligible for recall. Unless precluded by an urgent need for the services, an agency will notify the Union prior to any variance from this policy and meet with the Union, upon request, to discuss the reason for the proposed subcontract and recommendations by the Union for alternative methods of providing such services.

6) a. The Employer agrees to abide by applicable Federal rules and regulations of the Workforce Innovation and Opportunity Act (WIOA) where the Employer utilizes the services of any WIOA participant in any of the WIOA program activities at any worksite under the

Employer's jurisdiction. The Employer agrees to abide by applicable state rules and regulations concerning the implementation of the WIOA Program.

b. In the "One-Stops," as defined by the Workforce Innovation and Opportunity Act (WIOA), it is understood that the assignment of supervisory unit work to non-state employees is subject to the express limitations of Recommendation 43.

7) The Employer and the Union agree that Article 36, Section 5 of the collective bargaining agreement regarding alternative methods of scheduling shall also be applicable to employees in the supervisory unit.

8) The Employer shall continue its present practice of granting up to one day of administrative leave per year to a reasonable number of employees who attend training seminars conducted by the Union to the same general extent that this has been granted in prior years.

9) In the event the Public Employee Relations Act is amended during the term of this Memorandum, the parties agree to meet and discuss concerning the amendments to determine whether or not this Memorandum should be amended to incorporate changes permitted by the amendments to the Act. It is clearly understood that if this Memorandum is reopened for meet and discuss for this purpose, the provisions of Recommendation 41, Peace and Stability, will remain in full force and effect.

10) Employees should be treated in a respectful manner which does not embarrass them or demean their dignity. It is understood that the Employer should refer to individual employees by the gender and name by which they identify whenever legally and technologically possible. The appropriate forum for addressing incidents which are inconsistent with these principles shall be the Labor-Management meetings under this Memorandum.

11) Representatives of employees covered by this Memorandum may participate in any meet and discuss which may occur, regarding concerns of the Union with respect to physical and emotional stress upon employees.

12) The Employer agrees to meet and discuss, upon request of the Union, concerning child care facilities, job sharing programs, and performance evaluations. Such requests for meet and discuss shall be sent to the Director of the Bureau of Employee Relations, Office of Administration.

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

14) The Employer agrees to meet and discuss at the request of the Union, at the Agency level regarding the allocation of time and office space in order to complete supervisory activities related to subordinates (such as performance evaluations, counseling and discipline).

15) Where questions arise concerning workload equalization, the Employer agrees to meet and discuss, at the request of the Union, at the Agency level.

16) The parties agree that employees represented by SEIU Local 668 are subject to the provisions of the Department of Corrections Drug and Alcohol Testing Program contained in Appendix I, The Drug Interdiction Equipment Program, Department of Corrections Policy Number 6.3.15; as amended and the K-9 Program, Department of Corrections Policy Number 6.3.14, as amended, effective July 1, 1997.

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

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

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

17) 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.

18) Policies concerning tobacco use at the work site, including prohibitions against tobacco use, may be established by the Commonwealth after meet and discuss with the Union. The Commonwealth shall ensure that tobacco use policies are applied uniformly to all employees at the work site.

19) The Employer agrees to inform new employees about the Federal Public Service Loan Forgiveness Program, which enables eligible public service employees to apply for student loan relief after meeting all program eligibility requirements. At the employee's request, the Employer will also provide information to the Federal Department of Education to confirm their employment with the Commonwealth. The Employer will also assist employees in complying with on-going eligibility requirements related to this program. The Employer assumes no responsibility for employees' eligibility, as that is determined by the Federal Department of Education.

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

### RECOMMENDATION 37 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. Managers and supervisors are to give due consideration to employee safety when making decisions concerning office closings and/or delays. 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 will take positive action to assure compliance with laws and regulations concerning the health and safety of employees, including those working in state-owned or leased buildings. The Employer shall inform the local union steward when representatives of the Bureau of Occupational & Industrial Safety, Department of

Labor & Industry are on the premises and a designated union steward located on the premises shall be allowed to accompany such representatives on tours of the worksite to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of regulatory agencies who are at the work site for the purpose of safety inspections, the Employer shall inform the local union steward. When the Union requests an inspection of any building, the Union shall notify the 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. The Employer shall 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.

At those work locations where Health and Safety committees are in existence and are composed of representatives of various employee organizations, a representative of the Union shall be on such committee. The Employer also shall inform the Union as to which of its representatives can make decisions on individual office closings.

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 Employer 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 charges, the employee shall be granted reasonable time off without loss of pay or leave time. 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) Employees in Department of Human Services institutions that deal directly with residents/patients shall be given on-going training in resident/patient control and self-defense.

7) In institutions in the Department of Human Services, Management should state on the patient/resident/client record when a patient/resident/client has a communicable disease or is suspected of having a communicable disease. Management will take the necessary preventative action in accordance with existing practice. The Employer shall continue to provide in-service training on communicable diseases.

Employees who are authorized by the Employer to receive Hepatitis "B" immunizations because of a job-related need to receive such immunizations will have the time spent receiving such immunizations counted as hours worked.

8) 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.

9) 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.

10) 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.

11) 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 Employee Relations.

### RECOMMENDATION 38

#### JOB TRAINING

1) The Employer recognizes that job training is an appropriate subject for meet and discuss and that relevant training for each new employee and for employees who are transferred or reassigned (including promotion) to duties or functions which are substantially different from those performed prior to transfer or reassignment are proper subjects for such meet and discuss.

2) The Union shall have the right to identify two (2) supervisory representatives to serve with the three (3) rank and file representatives along with up to five (5) representatives of the Employer on the Training Committee provided for by Article 38, Section 3, of the SEIU Local 668 Agreement. This committee shall meet periodically to review current training programs and at such meetings, the Union may formulate and recommend proposals for employee job training.

### RECOMMENDATION 39

#### EQUAL EMPLOYMENT OPPORTUNITY

1) 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.

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

The Employer recognizes its responsibility to meet and discuss with the Union on issues of career development and equal employment opportunity.

### RECOMMENDATION 40

#### 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 information related to Union business to local official Union representatives via Commonwealth electronic mail or by mail 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, he/she shall request from his/her immediate supervisor reasonable time off from his/her 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 discuss the terms of a successor Memorandum.

RECOMMENDATION 41  
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 Employee Relations Act of 1970.

RECOMMENDATION 42  
LABOR-MANAGEMENT COMMITTEE

Committees composed of representatives of the Union and the Employer are to be established at each work location to resolve problems dealing with the implementation of this Memorandum and to discuss other labor-management problems that may arise. The levels at which these committees are to function may be determined by agency or departmental discussions. Understandings reached by such committees must be consistent with the terms of this Memorandum.

RECOMMENDATION 43  
PRESERVATION OF SUPERVISORY UNIT WORK

1) It is the Commonwealth's intent to utilize supervisory unit employees to perform supervisory unit work to the fullest extent feasible. It is understood the Employer may contract/assign supervisory unit work, subject to the limitations set forth in this Recommendation.

2) The Employer shall not contract/assign supervisory unit work to independent contractors, consultants or other non-supervisory unit state employees where such assignment would result in the layoff or downgrading of an employee or prevent the return to work of an available, competent employee except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the work.

3) The Employer shall not contract/assign supervisory unit work which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee; to independent contractors, consultants or other non-supervisory unit state employees except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the work.

4) The Employer shall provide the Union with as much advance notice as possible of a proposed contract/assignment of supervisory unit work outside the supervisory unit either when the contract/assignment would result in the layoff or downgrading of an employee or prevent the return to work of an available, competent employee or when the work has become available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee.

5) At each site where a proposed contract/assignment of supervisory unit work is to occur and provided either: that the contract/assignment would result in the layoff or downgrading of an employee or prevent the return to work of an available, competent employee; or, that the work has become available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee, local labor/management committees shall meet and discuss over the reasons for the assignment. At this meeting the Employer shall provide to the Union all information, statistics and research it has to support a claim of reasonable cost saving or improved service or insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the work. The Union shall have the opportunity to provide alternative methods to attaining the Employer's desired result. In the event that the parties at the local level are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of SEIU Local 668, the agency and the Office of Administration.

6) The Employer and the Union agree to meet and discuss, on an ongoing basis, at the statewide or agency level to develop a list of contract/assignment exemptions from the limitations of Paragraphs 2 through 5 of this Recommendation. Examples of criteria to be used by the parties for developing the list of exemptions are: total cost of the contract; availability of the necessary skills and/or equipment within the agency's existing resources; ability to complete the project with the agency's workforce within the required time frames.

7) The Employer agrees to meet and discuss regarding any contract/assignment involving work performed by employees covered by this Memorandum in the affected agency that does not result in the layoff or downgrading of an employee or prevent the return to work of an available competent employee upon request of the Statewide Union and presentation by the Statewide Union of an alternative which may result in reasonable cost savings or improved delivery of service.

8) The limitations set forth in Paragraphs 2, 3, 4 and 5 will not be construed so as to prevent managerial or other non-supervisory unit employees from performing supervisory unit work consistent with operational or organizational requirements, or for the purpose of instruction,

illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the Employer or maintain the Employer's standard of service.

9) This Recommendation is applicable only to agencies under the jurisdiction of the Governor.

10) The Employer and the Union acknowledge the above represents the results of meet and discuss conducted under and in accordance with the Public Employe Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of supervisory unit work.

RECOMMENDATION 44  
TECHNOLOGICAL AND METHODOLOGICAL CHANGE

In the interest of facilitating the implementation of technological and methodological changes in the Social and Rehabilitative Service 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 including the introduction of VDT's 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 timing 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;
- 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) VDT operators who become pregnant have the right to request a transfer to another job within the workplace. Such transfer requests will be granted by Management, where operationally feasible. The operator may transfer back to the original position when an opening becomes available.

4) VDT operators shall be given training in the use and safety and health considerations of VDT use.

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

#### RECOMMENDATION 45 SUCCESSORS

In the event the Employer sells, leases, transfers or assigns any of its facilities to other political subdivisions, corporations or persons, and such lease, transfer, sale or assignment would result in the layoff, furlough or termination of employees covered by this memorandum, the Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer. The Employer shall notify the Union in writing at least 60 days in advance of any such sale, lease, transfer or assignment.

RECOMMENDATION 46  
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 Employe Relations Act and shall be effective as of July 1, 2019. 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, 2023.

September 13, 2019

**COMMONWEALTH OF PENNSYLVANIA**

**SEIU, LOCAL 668**



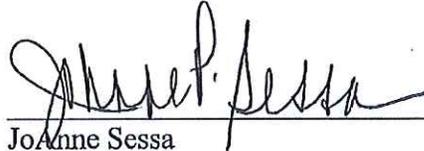
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Michael Newsome, Secretary  
Office of Administration



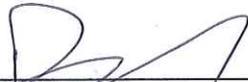
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Stephen Catanese, President  
Union Chief Negotiator  
SEIU, Local 668



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John P. Gasdaska  
Commonwealth Chief Negotiator  
Office of Administration



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JoAnne Sessa  
Secretary-Treasurer  
SEIU, Local 668



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Daniel Greenstein  
Chancellor  
Pennsylvania State System of Higher Education

COMMONWEALTH OF PENNSYLVANIA

SEIU, LOCAL 668

Vand Dief

Rukey

Melissa Kraker

Damen Hoffm

Alvin Edlin

Jeri & Luciana

Denise McNeal

Randell Hill

Christine Bolin

Art P. Pele

M.P.

Claudia L. Tucker

Al G. Smith Jr.

Kathy Stein

Paul & Gabe

Kevin Kenney

**COMMONWEALTH OF PENNSYLVANIA  
37½ HOUR STANDARD PAY SCHEDULE  
EFFECTIVE JULY 1, 2019  
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
Hourly	12.38	13.97	15.74	17.73	20.00	22.65	25.84	29.52	33.71	38.44
1 Biweekly	928.50	1,047.75	1,180.50	1,329.75	1,500.00	1,698.75	1,938.00	2,214.00	2,528.25	2,883.00
1 Annual*	24,215	27,325	30,787	34,680	39,120	44,303	50,543	57,741	65,937	75,189
Hourly	12.67	14.24	16.03	18.09	20.44	23.14	26.45	30.14	34.43	39.30
2 Biweekly	950.25	1,068.00	1,202.25	1,356.75	1,533.00	1,735.50	1,983.75	2,260.50	2,582.25	2,947.50
2 Annual*	24,783	27,853	31,355	35,384	39,981	45,262	51,736	58,954	67,345	76,871
Hourly	12.91	14.49	16.37	18.47	20.84	23.63	27.01	30.86	35.22	40.19
3 Biweekly	968.25	1,086.75	1,227.75	1,385.25	1,563.00	1,772.25	2,025.75	2,314.50	2,641.50	3,014.25
3 Annual*	25,252	28,342	32,020	36,127	40,763	46,220	52,832	60,362	68,890	78,612
Hourly	13.15	14.81	16.72	18.86	21.27	24.18	27.60	31.56	35.99	41.06
4 Biweekly	986.25	1,110.75	1,254.00	1,414.50	1,595.25	1,813.50	2,070.00	2,367.00	2,699.25	3,079.50
4 Annual*	25,721	28,968	32,704	36,890	41,604	47,296	53,986	61,731	70,396	80,313
Hourly	13.43	15.11	16.98	19.20	21.72	24.74	28.22	32.23	36.80	41.93
5 Biweekly	1,007.25	1,133.25	1,273.50	1,440.00	1,629.00	1,855.50	2,116.50	2,417.25	2,760.00	3,144.75
5 Annual*	26,269	29,555	33,213	37,555	42,484	48,391	55,198	63,042	71,981	82,015
Hourly	13.66	15.38	17.37	19.60	22.18	25.27	28.88	32.96	37.60	42.91
6 Biweekly	1,024.50	1,153.50	1,302.75	1,470.00	1,663.50	1,895.25	2,166.00	2,472.00	2,820.00	3,218.25
6 Annual*	26,719	30,083	33,976	38,338	43,384	49,428	56,489	64,470	73,546	83,932
Hourly	13.97	15.74	17.73	20.00	22.65	25.84	29.52	33.71	38.44	43.90
7 Biweekly	1,047.75	1,180.50	1,329.75	1,500.00	1,698.75	1,938.00	2,214.00	2,528.25	2,883.00	3,292.50
7 Annual*	27,325	30,787	34,680	39,120	44,303	50,543	57,741	65,937	75,189	85,868
Hourly	14.24	16.03	18.09	20.44	23.14	26.45	30.14	34.43	39.30	44.83
8 Biweekly	1,068.00	1,202.25	1,356.75	1,533.00	1,735.50	1,983.75	2,260.50	2,582.25	2,947.50	3,362.25
8 Annual*	27,853	31,355	35,384	39,981	45,262	51,736	58,954	67,345	76,871	87,687
Hourly	14.49	16.37	18.47	20.84	23.63	27.01	30.86	35.22	40.19	45.85
9 Biweekly	1,086.75	1,227.75	1,385.25	1,563.00	1,772.25	2,025.75	2,314.50	2,641.50	3,014.25	3,438.75
9 Annual*	28,342	32,020	36,127	40,763	46,220	52,832	60,362	68,890	78,612	89,683
Hourly	14.81	16.72	18.86	21.27	24.18	27.60	31.56	35.99	41.06	46.89
10 Biweekly	1,110.75	1,254.00	1,414.50	1,595.25	1,813.50	2,070.00	2,367.00	2,699.25	3,079.50	3,516.75
10 Annual*	28,968	32,704	36,890	41,604	47,296	53,986	61,731	70,396	80,313	91,717

**COMMONWEALTH OF PENNSYLVANIA  
37½ HOUR STANDARD PAY SCHEDULE  
EFFECTIVE JULY 1, 2019  
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
Hourly	15.11	16.98	19.20	21.72	24.74	28.22	32.23	36.80	41.93	47.94
Biweekly	<b>1,133.25</b>	<b>1,273.50</b>	<b>1,440.00</b>	<b>1,629.00</b>	<b>1,855.50</b>	<b>2,116.50</b>	<b>2,417.25</b>	<b>2,760.00</b>	<b>3,144.75</b>	<b>3,595.50</b>
Annual*	29,555	33,213	37,555	42,484	48,391	55,198	63,042	71,981	82,015	93,771
Hourly	15.38	17.37	19.60	22.18	25.27	28.88	32.96	37.60	42.91	48.98
Biweekly	<b>1,153.50</b>	<b>1,302.75</b>	<b>1,470.00</b>	<b>1,663.50</b>	<b>1,895.25</b>	<b>2,166.00</b>	<b>2,472.00</b>	<b>2,820.00</b>	<b>3,218.25</b>	<b>3,673.50</b>
Annual*	30,083	33,976	38,338	43,384	49,428	56,489	64,470	73,546	83,932	95,805
Hourly	15.74	17.73	20.00	22.65	25.84	29.52	33.71	38.44	43.90	50.09
Biweekly	<b>1,180.50</b>	<b>1,329.75</b>	<b>1,500.00</b>	<b>1,698.75</b>	<b>1,938.00</b>	<b>2,214.00</b>	<b>2,528.25</b>	<b>2,883.00</b>	<b>3,292.50</b>	<b>3,756.75</b>
Annual*	30,787	34,680	39,120	44,303	50,543	57,741	65,937	75,189	85,868	97,976
Hourly	16.03	18.09	20.44	23.14	26.45	30.14	34.43	39.30	44.83	51.19
Biweekly	<b>1,202.25</b>	<b>1,356.75</b>	<b>1,533.00</b>	<b>1,735.50</b>	<b>1,983.75</b>	<b>2,260.50</b>	<b>2,582.25</b>	<b>2,947.50</b>	<b>3,362.25</b>	<b>3,839.25</b>
Annual*	31,355	35,384	39,981	45,262	51,736	58,954	67,345	76,871	87,687	100,128
Hourly	16.37	18.47	20.84	23.63	27.01	30.86	35.22	40.19	45.85	52.33
Biweekly	<b>1,227.75</b>	<b>1,385.25</b>	<b>1,563.00</b>	<b>1,772.25</b>	<b>2,025.75</b>	<b>2,314.50</b>	<b>2,641.50</b>	<b>3,014.25</b>	<b>3,438.75</b>	<b>3,924.75</b>
Annual*	32,020	36,127	40,763	46,220	52,832	60,362	68,890	78,612	89,683	102,357
Hourly	16.72	18.86	21.27	24.18	27.60	31.56	35.99	41.06	46.89	53.49
Biweekly	<b>1,254.00</b>	<b>1,414.50</b>	<b>1,595.25</b>	<b>1,813.50</b>	<b>2,070.00</b>	<b>2,367.00</b>	<b>2,699.25</b>	<b>3,079.50</b>	<b>3,516.75</b>	<b>4,011.75</b>
Annual*	32,704	36,890	41,604	47,296	53,986	61,731	70,396	80,313	91,717	104,626
Hourly	16.98	19.20	21.72	24.74	28.22	32.23	36.80	41.93	47.94	54.73
Biweekly	<b>1,273.50</b>	<b>1,440.00</b>	<b>1,629.00</b>	<b>1,855.50</b>	<b>2,116.50</b>	<b>2,417.25</b>	<b>2,760.00</b>	<b>3,144.75</b>	<b>3,595.50</b>	<b>4,104.75</b>
Annual*	33,213	37,555	42,484	48,391	55,198	63,042	71,981	82,015	93,771	107,052
Hourly	17.37	19.60	22.18	25.27	28.88	32.96	37.60	42.91	48.98	55.94
Biweekly	<b>1,302.75</b>	<b>1,470.00</b>	<b>1,663.50</b>	<b>1,895.25</b>	<b>2,166.00</b>	<b>2,472.00</b>	<b>2,820.00</b>	<b>3,218.25</b>	<b>3,673.50</b>	<b>4,195.50</b>
Annual*	33,976	38,338	43,384	49,428	56,489	64,470	73,546	83,932	95,805	109,419
Hourly	17.73	20.00	22.65	25.84	29.52	33.71	38.44	43.90	50.09	57.15
Biweekly	<b>1,329.75</b>	<b>1,500.00</b>	<b>1,698.75</b>	<b>1,938.00</b>	<b>2,214.00</b>	<b>2,528.25</b>	<b>2,883.00</b>	<b>3,292.50</b>	<b>3,756.75</b>	<b>4,286.25</b>
Annual*	34,680	39,120	44,303	50,543	57,741	65,937	75,189	85,868	97,976	111,785
Hourly	18.09	20.44	23.14	26.45	30.14	34.43	39.30	44.83	51.19	58.44
Biweekly	<b>1,356.75</b>	<b>1,533.00</b>	<b>1,735.50</b>	<b>1,983.75</b>	<b>2,260.50</b>	<b>2,582.25</b>	<b>2,947.50</b>	<b>3,362.25</b>	<b>3,839.25</b>	<b>4,383.00</b>
Annual*	35,384	39,981	45,262	51,736	58,954	67,345	76,871	87,687	100,128	114,309

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

**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 2019**  
**PAY SCALE TYPE ST**

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PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
Hourly	12.38	13.97	15.74	17.73	20.00	22.65	25.84	29.52	33.71
1 Biweekly	990.40	1,117.60	1,259.20	1,418.40	1,600.00	1,812.00	2,067.20	2,361.60	2,696.80
Annual*	25,830	29,147	32,840	36,992	41,728	47,257	53,913	61,591	70,333
Hourly	12.67	14.24	16.03	18.09	20.44	23.14	26.45	30.14	34.43
2 Biweekly	1,013.60	1,139.20	1,282.40	1,447.20	1,635.20	1,851.20	2,116.00	2,411.20	2,754.40
Annual*	26,435	29,710	33,445	37,743	42,646	48,279	55,185	62,884	71,835
Hourly	12.91	14.49	16.37	18.47	20.84	23.63	27.01	30.86	35.22
3 Biweekly	1,032.80	1,159.20	1,309.60	1,477.60	1,667.20	1,890.40	2,160.80	2,468.80	2,817.60
Annual*	26,935	30,232	34,154	38,536	43,481	49,302	56,354	64,386	73,483
Hourly	13.15	14.81	16.72	18.86	21.27	24.18	27.60	31.56	35.99
4 Biweekly	1,052.00	1,184.80	1,337.60	1,508.80	1,701.60	1,934.40	2,208.00	2,524.80	2,879.20
Annual*	27,436	30,900	34,885	39,350	44,378	50,449	57,585	65,847	75,090
Hourly	13.43	15.11	16.98	19.20	21.72	24.74	28.22	32.23	36.80
5 Biweekly	1,074.40	1,208.80	1,358.40	1,536.00	1,737.60	1,979.20	2,257.60	2,578.40	2,944.00
Annual*	28,020	31,526	35,427	40,059	45,317	51,618	58,878	67,245	76,780
Hourly	13.66	15.38	17.37	19.60	22.18	25.27	28.88	32.96	37.60
6 Biweekly	1,092.80	1,230.40	1,389.60	1,568.00	1,774.40	2,021.60	2,310.40	2,636.80	3,008.00
Annual*	28,500	32,089	36,241	40,893	46,276	52,723	60,255	68,768	78,449
Hourly	13.97	15.74	17.73	20.00	22.65	25.84	29.52	33.71	38.44
7 Biweekly	1,117.60	1,259.20	1,418.40	1,600.00	1,812.00	2,067.20	2,361.60	2,696.80	3,075.20
Annual*	29,147	32,840	36,992	41,728	47,257	53,913	61,591	70,333	80,201
Hourly	14.24	16.03	18.09	20.44	23.14	26.45	30.14	34.43	39.30
8 Biweekly	1,139.20	1,282.40	1,447.20	1,635.20	1,851.20	2,116.00	2,411.20	2,754.40	3,144.00
Annual*	29,710	33,445	37,743	42,646	48,279	55,185	62,884	71,835	81,996
Hourly	14.49	16.37	18.47	20.84	23.63	27.01	30.86	35.22	40.19
9 Biweekly	1,159.20	1,309.60	1,477.60	1,667.20	1,890.40	2,160.80	2,468.80	2,817.60	3,215.20
Annual*	30,232	34,154	38,536	43,481	49,302	56,354	64,386	73,483	83,852
Hourly	14.81	16.72	18.86	21.27	24.18	27.60	31.56	35.99	41.06
10 Biweekly	1,184.80	1,337.60	1,508.80	1,701.60	1,934.40	2,208.00	2,524.80	2,879.20	3,284.80
Annual*	30,900	34,885	39,350	44,378	50,449	57,585	65,847	75,090	85,668

**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 2019**  
**PAY SCALE TYPE ST**

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PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
Hourly	15.11	16.98	19.20	21.72	24.74	28.22	32.23	36.80	41.93
11 Biweekly	1,208.80	1,358.40	1,536.00	1,737.60	1,979.20	2,257.60	2,578.40	2,944.00	3,354.40
Annual*	31,526	35,427	40,059	45,317	51,618	58,878	67,245	76,780	87,483
Hourly	15.38	17.37	19.60	22.18	25.27	28.88	32.96	37.60	42.91
12 Biweekly	1,230.40	1,389.60	1,568.00	1,774.40	2,021.60	2,310.40	2,636.80	3,008.00	3,432.80
Annual*	32,089	36,241	40,893	46,276	52,723	60,255	68,768	78,449	89,527
Hourly	15.74	17.73	20.00	22.65	25.84	29.52	33.71	38.44	43.90
13 Biweekly	1,259.20	1,418.40	1,600.00	1,812.00	2,067.20	2,361.60	2,696.80	3,075.20	3,512.00
Annual*	32,840	36,992	41,728	47,257	53,913	61,591	70,333	80,201	91,593
Hourly	16.03	18.09	20.44	23.14	26.45	30.14	34.43	39.30	44.83
14 Biweekly	1,282.40	1,447.20	1,635.20	1,851.20	2,116.00	2,411.20	2,754.40	3,144.00	3,586.40
Annual*	33,445	37,743	42,646	48,279	55,185	62,884	71,835	81,996	93,533
Hourly	16.37	18.47	20.84	23.63	27.01	30.86	35.22	40.19	45.85
15 Biweekly	1,309.60	1,477.60	1,667.20	1,890.40	2,160.80	2,468.80	2,817.60	3,215.20	3,668.00
Annual*	34,154	38,536	43,481	49,302	56,354	64,386	73,483	83,852	95,661
Hourly	16.72	18.86	21.27	24.18	27.60	31.56	35.99	41.06	46.89
16 Biweekly	1,337.60	1,508.80	1,701.60	1,934.40	2,208.00	2,524.80	2,879.20	3,284.80	3,751.20
Annual*	34,885	39,350	44,378	50,449	57,585	65,847	75,090	85,668	97,831
Hourly	16.98	19.20	21.72	24.74	28.22	32.23	36.80	41.93	47.94
17 Biweekly	1,358.40	1,536.00	1,737.60	1,979.20	2,257.60	2,578.40	2,944.00	3,354.40	3,835.20
Annual*	35,427	40,059	45,317	51,618	58,878	67,245	76,780	87,483	100,022
Hourly	17.37	19.60	22.18	25.27	28.88	32.96	37.60	42.91	48.98
18 Biweekly	1,389.60	1,568.00	1,774.40	2,021.60	2,310.40	2,636.80	3,008.00	3,432.80	3,918.40
Annual*	36,241	40,893	46,276	52,723	60,255	68,768	78,449	89,527	102,192
Hourly	17.73	20.00	22.65	25.84	29.52	33.71	38.44	43.90	50.09
19 Biweekly	1,418.40	1,600.00	1,812.00	2,067.20	2,361.60	2,696.80	3,075.20	3,512.00	4,007.20
Annual*	36,992	41,728	47,257	53,913	61,591	70,333	80,201	91,593	104,508
Hourly	18.09	20.44	23.14	26.45	30.14	34.43	39.30	44.83	51.19
20 Biweekly	1,447.20	1,635.20	1,851.20	2,116.00	2,411.20	2,754.40	3,144.00	3,586.40	4,095.20
Annual*	37,743	42,646	48,279	55,185	62,884	71,835	81,996	93,533	106,803

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
 \*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.  
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**COMMONWEALTH OF PENNSYLVANIA  
37½ HOUR STANDARD PAY SCHEDULE  
EFFECTIVE OCTOBER 1, 2020  
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
Hourly	12.63	14.25	16.05	18.08	20.40	23.10	26.36	30.11	34.38	39.21
1 Biweekly	947.25	1,068.75	1,203.75	1,356.00	1,530.00	1,732.50	1,977.00	2,258.25	2,578.50	2,940.75
1 Annual*	24,704	27,873	31,394	35,364	39,902	45,184	51,560	58,895	67,247	76,695
Hourly	12.92	14.52	16.35	18.45	20.85	23.60	26.98	30.74	35.12	40.09
2 Biweekly	969.00	1,089.00	1,226.25	1,383.75	1,563.75	1,770.00	2,023.50	2,305.50	2,634.00	3,006.75
2 Annual*	25,272	28,401	31,981	36,088	40,783	46,162	52,773	60,127	68,695	78,416
Hourly	13.17	14.78	16.70	18.84	21.26	24.10	27.55	31.48	35.92	40.99
3 Biweekly	987.75	1,108.50	1,252.50	1,413.00	1,594.50	1,807.50	2,066.25	2,361.00	2,694.00	3,074.25
3 Annual*	25,761	28,910	32,665	36,851	41,585	47,140	53,888	61,575	70,260	80,176
Hourly	13.41	15.11	17.05	19.24	21.70	24.66	28.15	32.19	36.71	41.88
4 Biweekly	1,005.75	1,133.25	1,278.75	1,443.00	1,627.50	1,849.50	2,111.25	2,414.25	2,753.25	3,141.00
4 Annual*	26,230	29,555	33,350	37,633	42,445	48,235	55,061	62,964	71,805	81,917
Hourly	13.70	15.41	17.32	19.58	22.15	25.23	28.78	32.87	37.54	42.77
5 Biweekly	1,027.50	1,155.75	1,299.00	1,468.50	1,661.25	1,892.25	2,158.50	2,465.25	2,815.50	3,207.75
5 Annual*	26,797	30,142	33,878	38,298	43,325	49,350	56,294	64,294	73,428	83,658
Hourly	13.93	15.69	17.72	19.99	22.62	25.78	29.46	33.62	38.35	43.77
6 Biweekly	1,044.75	1,176.75	1,329.00	1,499.25	1,696.50	1,933.50	2,209.50	2,521.50	2,876.25	3,282.75
6 Annual*	27,247	30,690	34,660	39,100	44,245	50,426	57,624	65,761	75,013	85,614
Hourly	14.25	16.05	18.08	20.40	23.10	26.36	30.11	34.38	39.21	44.78
7 Biweekly	1,068.75	1,203.75	1,356.00	1,530.00	1,732.50	1,977.00	2,258.25	2,578.50	2,940.75	3,358.50
7 Annual*	27,873	31,394	35,364	39,902	45,184	51,560	58,895	67,247	76,695	87,590
Hourly	14.52	16.35	18.45	20.85	23.60	26.98	30.74	35.12	40.09	45.73
8 Biweekly	1,089.00	1,226.25	1,383.75	1,563.75	1,770.00	2,023.50	2,305.50	2,634.00	3,006.75	3,429.75
8 Annual*	28,401	31,981	36,088	40,783	46,162	52,773	60,127	68,695	78,416	89,448
Hourly	14.78	16.70	18.84	21.26	24.10	27.55	31.48	35.92	40.99	46.77
9 Biweekly	1,108.50	1,252.50	1,413.00	1,594.50	1,807.50	2,066.25	2,361.00	2,694.00	3,074.25	3,507.75
9 Annual*	28,910	32,665	36,851	41,585	47,140	53,888	61,575	70,260	80,176	91,482
Hourly	15.11	17.05	19.24	21.70	24.66	28.15	32.19	36.71	41.88	47.83
10 Biweekly	1,133.25	1,278.75	1,443.00	1,627.50	1,849.50	2,111.25	2,414.25	2,753.25	3,141.00	3,587.25
10 Annual*	29,555	33,350	37,633	42,445	48,235	55,061	62,964	71,805	81,917	93,555

**COMMONWEALTH OF PENNSYLVANIA  
37½ HOUR STANDARD PAY SCHEDULE  
EFFECTIVE OCTOBER 1, 2020  
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
Hourly	15.41	17.32	19.58	22.15	25.23	28.78	32.87	37.54	42.77	48.90
Biweekly	1,155.75	1,299.00	1,468.50	1,661.25	1,892.25	2,158.50	2,465.25	2,815.50	3,207.75	3,667.50
Annual*	30,142	33,878	38,298	43,325	49,350	56,294	64,294	73,428	83,658	95,648
Hourly	15.69	17.72	19.99	22.62	25.78	29.46	33.62	38.35	43.77	49.96
Biweekly	1,176.75	1,329.00	1,499.25	1,696.50	1,933.50	2,209.50	2,521.50	2,876.25	3,282.75	3,747.00
Annual*	30,690	34,660	39,100	44,245	50,426	57,624	65,761	75,013	85,614	97,722
Hourly	16.05	18.08	20.40	23.10	26.36	30.11	34.38	39.21	44.78	51.09
Biweekly	1,203.75	1,356.00	1,530.00	1,732.50	1,977.00	2,258.25	2,578.50	2,940.75	3,358.50	3,831.75
Annual*	31,394	35,364	39,902	45,184	51,560	58,895	67,247	76,695	87,590	99,932
Hourly	16.35	18.45	20.85	23.60	26.98	30.74	35.12	40.09	45.73	52.21
Biweekly	1,226.25	1,383.75	1,563.75	1,770.00	2,023.50	2,305.50	2,634.00	3,006.75	3,429.75	3,915.75
Annual*	31,981	36,088	40,783	46,162	52,773	60,127	68,695	78,416	89,448	102,123
Hourly	16.70	18.84	21.26	24.10	27.55	31.48	35.92	40.99	46.77	53.38
Biweekly	1,252.50	1,413.00	1,594.50	1,807.50	2,066.25	2,361.00	2,694.00	3,074.25	3,507.75	4,003.50
Annual*	32,665	36,851	41,585	47,140	53,888	61,575	70,260	80,176	91,482	104,411
Hourly	17.05	19.24	21.70	24.66	28.15	32.19	36.71	41.88	47.83	54.56
Biweekly	1,278.75	1,443.00	1,627.50	1,849.50	2,111.25	2,414.25	2,753.25	3,141.00	3,587.25	4,092.00
Annual*	33,350	37,633	42,445	48,235	55,061	62,964	71,805	81,917	93,555	106,719
Hourly	17.32	19.58	22.15	25.23	28.78	32.87	37.54	42.77	48.90	55.82
Biweekly	1,299.00	1,468.50	1,661.25	1,892.25	2,158.50	2,465.25	2,815.50	3,207.75	3,667.50	4,186.50
Annual*	33,878	38,298	43,325	49,350	56,294	64,294	73,428	83,658	95,648	109,184
Hourly	17.72	19.99	22.62	25.78	29.46	33.62	38.35	43.77	49.96	57.06
Biweekly	1,329.00	1,499.25	1,696.50	1,933.50	2,209.50	2,521.50	2,876.25	3,282.75	3,747.00	4,279.50
Annual*	34,660	39,100	44,245	50,426	57,624	65,761	75,013	85,614	97,722	111,609
Hourly	18.08	20.40	23.10	26.36	30.11	34.38	39.21	44.78	51.09	58.29
Biweekly	1,356.00	1,530.00	1,732.50	1,977.00	2,258.25	2,578.50	2,940.75	3,358.50	3,831.75	4,371.75
Annual*	35,364	39,902	45,184	51,560	58,895	67,247	76,695	87,590	99,932	114,015
Hourly	18.45	20.85	23.60	26.98	30.74	35.12	40.09	45.73	52.21	59.61
Biweekly	1,383.75	1,563.75	1,770.00	2,023.50	2,305.50	2,634.00	3,006.75	3,429.75	3,915.75	4,470.75
Annual*	36,088	40,783	46,162	52,773	60,127	68,695	78,416	89,448	102,123	116,597

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

**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE OCTOBER 1, 2020**  
**PAY SCALE TYPE ST**

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PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
Hourly	12.63	14.25	16.05	18.08	20.40	23.10	26.36	30.11	34.38
1 Biweekly	<b>1,010.40</b>	<b>1,140.00</b>	<b>1,284.00</b>	<b>1,446.40</b>	<b>1,632.00</b>	<b>1,848.00</b>	<b>2,108.80</b>	<b>2,408.80</b>	<b>2,750.40</b>
Annual*	26,351	29,731	33,487	37,722	42,563	48,196	54,998	62,822	71,730
Hourly	12.92	14.52	16.35	18.45	20.85	23.60	26.98	30.74	35.12
2 Biweekly	<b>1,033.60</b>	<b>1,161.60</b>	<b>1,308.00</b>	<b>1,476.00</b>	<b>1,668.00</b>	<b>1,888.00</b>	<b>2,158.40</b>	<b>2,459.20</b>	<b>2,809.60</b>
Annual*	26,956	30,295	34,113	38,494	43,501	49,239	56,291	64,136	73,274
Hourly	13.17	14.78	16.70	18.84	21.26	24.10	27.55	31.48	35.92
3 Biweekly	<b>1,053.60</b>	<b>1,182.40</b>	<b>1,336.00</b>	<b>1,507.20</b>	<b>1,700.80</b>	<b>1,928.00</b>	<b>2,204.00</b>	<b>2,518.40</b>	<b>2,873.60</b>
Annual*	27,478	30,837	34,843	39,308	44,357	50,282	57,480	65,680	74,943
Hourly	13.41	15.11	17.05	19.24	21.70	24.66	28.15	32.19	36.71
4 Biweekly	<b>1,072.80</b>	<b>1,208.80</b>	<b>1,364.00</b>	<b>1,539.20</b>	<b>1,736.00</b>	<b>1,972.80</b>	<b>2,252.00</b>	<b>2,575.20</b>	<b>2,936.80</b>
Annual*	27,979	31,526	35,573	40,142	45,275	51,451	58,732	67,161	76,592
Hourly	13.70	15.41	17.32	19.58	22.15	25.23	28.78	32.87	37.54
5 Biweekly	<b>1,096.00</b>	<b>1,232.80</b>	<b>1,385.60</b>	<b>1,566.40</b>	<b>1,772.00</b>	<b>2,018.40</b>	<b>2,302.40</b>	<b>2,629.60</b>	<b>3,003.20</b>
Annual*	28,584	32,151	36,136	40,852	46,214	52,640	60,047	68,580	78,323
Hourly	13.93	15.69	17.72	19.99	22.62	25.78	29.46	33.62	38.35
6 Biweekly	<b>1,114.40</b>	<b>1,255.20</b>	<b>1,417.60</b>	<b>1,599.20</b>	<b>1,809.60</b>	<b>2,062.40</b>	<b>2,356.80</b>	<b>2,689.60</b>	<b>3,068.00</b>
Annual*	29,064	32,736	36,971	41,707	47,194	53,787	61,465	70,145	80,013
Hourly	14.25	16.05	18.08	20.40	23.10	26.36	30.11	34.38	39.21
7 Biweekly	<b>1,140.00</b>	<b>1,284.00</b>	<b>1,446.40</b>	<b>1,632.00</b>	<b>1,848.00</b>	<b>2,108.80</b>	<b>2,408.80</b>	<b>2,750.40</b>	<b>3,136.80</b>
Annual*	29,731	33,487	37,722	42,563	48,196	54,998	62,822	71,730	81,808
Hourly	14.52	16.35	18.45	20.85	23.60	26.98	30.74	35.12	40.09
8 Biweekly	<b>1,161.60</b>	<b>1,308.00</b>	<b>1,476.00</b>	<b>1,668.00</b>	<b>1,888.00</b>	<b>2,158.40</b>	<b>2,459.20</b>	<b>2,809.60</b>	<b>3,207.20</b>
Annual*	30,295	34,113	38,494	43,501	49,239	56,291	64,136	73,274	83,644
Hourly	14.78	16.70	18.84	21.26	24.10	27.55	31.48	35.92	40.99
9 Biweekly	<b>1,182.40</b>	<b>1,336.00</b>	<b>1,507.20</b>	<b>1,700.80</b>	<b>1,928.00</b>	<b>2,204.00</b>	<b>2,518.40</b>	<b>2,873.60</b>	<b>3,279.20</b>
Annual*	30,837	34,843	39,308	44,357	50,282	57,480	65,680	74,943	85,522
Hourly	15.11	17.05	19.24	21.70	24.66	28.15	32.19	36.71	41.88
10 Biweekly	<b>1,208.80</b>	<b>1,364.00</b>	<b>1,539.20</b>	<b>1,736.00</b>	<b>1,972.80</b>	<b>2,252.00</b>	<b>2,575.20</b>	<b>2,936.80</b>	<b>3,350.40</b>
Annual*	31,526	35,573	40,142	45,275	51,451	58,732	67,161	76,592	87,378

**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE OCTOBER 1, 2020**  
**PAY SCALE TYPE ST**

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PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
Hourly	15.41	17.32	19.58	22.15	25.23	28.78	32.87	37.54	42.77
11 Biweekly	<b>1,232.80</b>	<b>1,385.60</b>	<b>1,566.40</b>	<b>1,772.00</b>	<b>2,018.40</b>	<b>2,302.40</b>	<b>2,629.60</b>	<b>3,003.20</b>	<b>3,421.60</b>
Annual*	32,151	36,136	40,852	46,214	52,640	60,047	68,580	78,323	89,235
Hourly	15.69	17.72	19.99	22.62	25.78	29.46	33.62	38.35	43.77
12 Biweekly	<b>1,255.20</b>	<b>1,417.60</b>	<b>1,599.20</b>	<b>1,809.60</b>	<b>2,062.40</b>	<b>2,356.80</b>	<b>2,689.60</b>	<b>3,068.00</b>	<b>3,501.60</b>
Annual*	32,736	36,971	41,707	47,194	53,787	61,465	70,145	80,013	91,322
Hourly	16.05	18.08	20.40	23.10	26.36	30.11	34.38	39.21	44.78
13 Biweekly	<b>1,284.00</b>	<b>1,446.40</b>	<b>1,632.00</b>	<b>1,848.00</b>	<b>2,108.80</b>	<b>2,408.80</b>	<b>2,750.40</b>	<b>3,136.80</b>	<b>3,582.40</b>
Annual*	33,487	37,722	42,563	48,196	54,998	62,822	71,730	81,808	93,429
Hourly	16.35	18.45	20.85	23.60	26.98	30.74	35.12	40.09	45.73
14 Biweekly	<b>1,308.00</b>	<b>1,476.00</b>	<b>1,668.00</b>	<b>1,888.00</b>	<b>2,158.40</b>	<b>2,459.20</b>	<b>2,809.60</b>	<b>3,207.20</b>	<b>3,658.40</b>
Annual*	34,113	38,494	43,501	49,239	56,291	64,136	73,274	83,644	95,411
Hourly	16.70	18.84	21.26	24.10	27.55	31.48	35.92	40.99	46.77
15 Biweekly	<b>1,336.00</b>	<b>1,507.20</b>	<b>1,700.80</b>	<b>1,928.00</b>	<b>2,204.00</b>	<b>2,518.40</b>	<b>2,873.60</b>	<b>3,279.20</b>	<b>3,741.60</b>
Annual*	34,843	39,308	44,357	50,282	57,480	65,680	74,943	85,522	97,581
Hourly	17.05	19.24	21.70	24.66	28.15	32.19	36.71	41.88	47.83
16 Biweekly	<b>1,364.00</b>	<b>1,539.20</b>	<b>1,736.00</b>	<b>1,972.80</b>	<b>2,252.00</b>	<b>2,575.20</b>	<b>2,936.80</b>	<b>3,350.40</b>	<b>3,826.40</b>
Annual*	35,573	40,142	45,275	51,451	58,732	67,161	76,592	87,378	99,793
Hourly	17.32	19.58	22.15	25.23	28.78	32.87	37.54	42.77	48.90
17 Biweekly	<b>1,385.60</b>	<b>1,566.40</b>	<b>1,772.00</b>	<b>2,018.40</b>	<b>2,302.40</b>	<b>2,629.60</b>	<b>3,003.20</b>	<b>3,421.60</b>	<b>3,912.00</b>
Annual*	36,136	40,852	46,214	52,640	60,047	68,580	78,323	89,235	102,025
Hourly	17.72	19.99	22.62	25.78	29.46	33.62	38.35	43.77	49.96
18 Biweekly	<b>1,417.60</b>	<b>1,599.20</b>	<b>1,809.60</b>	<b>2,062.40</b>	<b>2,356.80</b>	<b>2,689.60</b>	<b>3,068.00</b>	<b>3,501.60</b>	<b>3,996.80</b>
Annual*	36,971	41,707	47,194	53,787	61,465	70,145	80,013	91,322	104,237
Hourly	18.08	20.40	23.10	26.36	30.11	34.38	39.21	44.78	51.09
19 Biweekly	<b>1,446.40</b>	<b>1,632.00</b>	<b>1,848.00</b>	<b>2,108.80</b>	<b>2,408.80</b>	<b>2,750.40</b>	<b>3,136.80</b>	<b>3,582.40</b>	<b>4,087.20</b>
Annual*	37,722	42,563	48,196	54,998	62,822	71,730	81,808	93,429	106,594
Hourly	18.45	20.85	23.60	26.98	30.74	35.12	40.09	45.73	52.21
20 Biweekly	<b>1,476.00</b>	<b>1,668.00</b>	<b>1,888.00</b>	<b>2,158.40</b>	<b>2,459.20</b>	<b>2,809.60</b>	<b>3,207.20</b>	<b>3,658.40</b>	<b>4,176.80</b>
Annual*	38,494	43,501	49,239	56,291	64,136	73,274	83,644	95,411	108,931

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
 \*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.  
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**COMMONWEALTH OF PENNSYLVANIA  
37½ HOUR STANDARD PAY SCHEDULE  
EFFECTIVE OCTOBER 1, 2021  
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
Hourly	12.95	14.61	16.45	18.53	20.91	23.68	27.02	30.86	35.24	40.19
Biweekly	971.25	1,095.75	1,233.75	1,389.75	1,568.25	1,776.00	2,026.50	2,314.50	2,643.00	3,014.25
Annual*	25,330	28,577	32,176	36,245	40,900	46,318	52,851	60,362	68,929	78,612
Hourly	13.24	14.88	16.76	18.91	21.37	24.19	27.65	31.51	36.00	41.09
Biweekly	993.00	1,116.00	1,257.00	1,418.25	1,602.75	1,814.25	2,073.75	2,363.25	2,700.00	3,081.75
Annual*	25,897	29,105	32,783	36,988	41,800	47,316	54,083	61,634	70,416	80,372
Hourly	13.50	15.15	17.12	19.31	21.79	24.70	28.24	32.27	36.82	42.01
Biweekly	1,012.50	1,136.25	1,284.00	1,448.25	1,634.25	1,852.50	2,118.00	2,420.25	2,761.50	3,150.75
Annual*	26,406	29,633	33,487	37,770	42,621	48,313	55,237	63,120	72,020	82,172
Hourly	13.75	15.49	17.48	19.72	22.24	25.28	28.85	32.99	37.63	42.93
Biweekly	1,031.25	1,161.75	1,311.00	1,479.00	1,668.00	1,896.00	2,163.75	2,474.25	2,822.25	3,219.75
Annual*	26,895	30,298	34,191	38,572	43,501	49,448	56,431	64,528	73,604	83,971
Hourly	14.04	15.80	17.75	20.07	22.70	25.86	29.50	33.69	38.48	43.84
Biweekly	1,053.00	1,185.00	1,331.25	1,505.25	1,702.50	1,939.50	2,212.50	2,526.75	2,886.00	3,288.00
Annual*	27,462	30,905	34,719	39,257	44,401	50,582	57,702	65,898	75,267	85,751
Hourly	14.28	16.08	18.16	20.49	23.19	26.42	30.20	34.46	39.31	44.86
Biweekly	1,071.00	1,206.00	1,362.00	1,536.75	1,739.25	1,981.50	2,265.00	2,584.50	2,948.25	3,364.50
Annual*	27,932	31,452	35,521	40,078	45,360	51,678	59,071	67,404	76,890	87,746
Hourly	14.61	16.45	18.53	20.91	23.68	27.02	30.86	35.24	40.19	45.90
Biweekly	1,095.75	1,233.75	1,389.75	1,568.25	1,776.00	2,026.50	2,314.50	2,643.00	3,014.25	3,442.50
Annual*	28,577	32,176	36,245	40,900	46,318	52,851	60,362	68,929	78,612	89,780
Hourly	14.88	16.76	18.91	21.37	24.19	27.65	31.51	36.00	41.09	46.87
Biweekly	1,116.00	1,257.00	1,418.25	1,602.75	1,814.25	2,073.75	2,363.25	2,700.00	3,081.75	3,515.25
Annual*	29,105	32,783	36,988	41,800	47,316	54,083	61,634	70,416	80,372	91,678
Hourly	15.15	17.12	19.31	21.79	24.70	28.24	32.27	36.82	42.01	47.94
Biweekly	1,136.25	1,284.00	1,448.25	1,634.25	1,852.50	2,118.00	2,420.25	2,761.50	3,150.75	3,595.50
Annual*	29,633	33,487	37,770	42,621	48,313	55,237	63,120	72,020	82,172	93,771
Hourly	15.49	17.48	19.72	22.24	25.28	28.85	32.99	37.63	42.93	49.03
Biweekly	1,161.75	1,311.00	1,479.00	1,668.00	1,896.00	2,163.75	2,474.25	2,822.25	3,219.75	3,677.25
Annual*	30,298	34,191	38,572	43,501	49,448	56,431	64,528	73,604	83,971	95,903

**COMMONWEALTH OF PENNSYLVANIA  
37½ HOUR STANDARD PAY SCHEDULE  
EFFECTIVE OCTOBER 1, 2021  
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
Hourly	15.80	17.75	20.07	22.70	25.86	29.50	33.69	38.48	43.84	50.12
Biweekly	<b>1,185.00</b>	<b>1,331.25</b>	<b>1,505.25</b>	<b>1,702.50</b>	<b>1,939.50</b>	<b>2,212.50</b>	<b>2,526.75</b>	<b>2,886.00</b>	<b>3,288.00</b>	<b>3,759.00</b>
Annual*	30,905	34,719	39,257	44,401	50,582	57,702	65,898	75,267	85,751	98,035
Hourly	16.08	18.16	20.49	23.19	26.42	30.20	34.46	39.31	44.86	51.21
Biweekly	<b>1,206.00</b>	<b>1,362.00</b>	<b>1,536.75</b>	<b>1,739.25</b>	<b>1,981.50</b>	<b>2,265.00</b>	<b>2,584.50</b>	<b>2,948.25</b>	<b>3,364.50</b>	<b>3,840.75</b>
Annual*	31,452	35,521	40,078	45,360	51,678	59,071	67,404	76,890	87,746	100,167
Hourly	16.45	18.53	20.91	23.68	27.02	30.86	35.24	40.19	45.90	52.37
Biweekly	<b>1,233.75</b>	<b>1,389.75</b>	<b>1,568.25</b>	<b>1,776.00</b>	<b>2,026.50</b>	<b>2,314.50</b>	<b>2,643.00</b>	<b>3,014.25</b>	<b>3,442.50</b>	<b>3,927.75</b>
Annual*	32,176	36,245	40,900	46,318	52,851	60,362	68,929	78,612	89,780	102,436
Hourly	16.76	18.91	21.37	24.19	27.65	31.51	36.00	41.09	46.87	53.52
Biweekly	<b>1,257.00</b>	<b>1,418.25</b>	<b>1,602.75</b>	<b>1,814.25</b>	<b>2,073.75</b>	<b>2,363.25</b>	<b>2,700.00</b>	<b>3,081.75</b>	<b>3,515.25</b>	<b>4,014.00</b>
Annual*	32,783	36,988	41,800	47,316	54,083	61,634	70,416	80,372	91,678	104,685
Hourly	17.12	19.31	21.79	24.70	28.24	32.27	36.82	42.01	47.94	54.71
Biweekly	<b>1,284.00</b>	<b>1,448.25</b>	<b>1,634.25</b>	<b>1,852.50</b>	<b>2,118.00</b>	<b>2,420.25</b>	<b>2,761.50</b>	<b>3,150.75</b>	<b>3,595.50</b>	<b>4,103.25</b>
Annual*	33,487	37,770	42,621	48,313	55,237	63,120	72,020	82,172	93,771	107,013
Hourly	17.48	19.72	22.24	25.28	28.85	32.99	37.63	42.93	49.03	55.92
Biweekly	<b>1,311.00</b>	<b>1,479.00</b>	<b>1,668.00</b>	<b>1,896.00</b>	<b>2,163.75</b>	<b>2,474.25</b>	<b>2,822.25</b>	<b>3,219.75</b>	<b>3,677.25</b>	<b>4,194.00</b>
Annual*	34,191	38,572	43,501	49,448	56,431	64,528	73,604	83,971	95,903	109,380
Hourly	17.75	20.07	22.70	25.86	29.50	33.69	38.48	43.84	50.12	57.22
Biweekly	<b>1,331.25</b>	<b>1,505.25</b>	<b>1,702.50</b>	<b>1,939.50</b>	<b>2,212.50</b>	<b>2,526.75</b>	<b>2,886.00</b>	<b>3,288.00</b>	<b>3,759.00</b>	<b>4,291.50</b>
Annual*	34,719	39,257	44,401	50,582	57,702	65,898	75,267	85,751	98,035	111,922
Hourly	18.16	20.49	23.19	26.42	30.20	34.46	39.31	44.86	51.21	58.49
Biweekly	<b>1,362.00</b>	<b>1,536.75</b>	<b>1,739.25</b>	<b>1,981.50</b>	<b>2,265.00</b>	<b>2,584.50</b>	<b>2,948.25</b>	<b>3,364.50</b>	<b>3,840.75</b>	<b>4,386.75</b>
Annual*	35,521	40,078	45,360	51,678	59,071	67,404	76,890	87,746	100,167	114,406
Hourly	18.53	20.91	23.68	27.02	30.86	35.24	40.19	45.90	52.37	59.75
Biweekly	<b>1,389.75</b>	<b>1,568.25</b>	<b>1,776.00</b>	<b>2,026.50</b>	<b>2,314.50</b>	<b>2,643.00</b>	<b>3,014.25</b>	<b>3,442.50</b>	<b>3,927.75</b>	<b>4,481.25</b>
Annual*	36,245	40,900	46,318	52,851	60,362	68,929	78,612	89,780	102,436	116,871
Hourly	18.91	21.37	24.19	27.65	31.51	36.00	41.09	46.87	53.52	61.10
Biweekly	<b>1,418.25</b>	<b>1,602.75</b>	<b>1,814.25</b>	<b>2,073.75</b>	<b>2,363.25</b>	<b>2,700.00</b>	<b>3,081.75</b>	<b>3,515.25</b>	<b>4,014.00</b>	<b>4,582.50</b>
Annual*	36,988	41,800	47,316	54,083	61,634	70,416	80,372	91,678	104,685	119,512

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

**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE OCTOBER 1, 2021**  
**PAY SCALE TYPE ST**

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PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
Hourly	12.95	14.61	16.45	18.53	20.91	23.68	27.02	30.86	35.24
1 Biweekly	<b>1,036.00</b>	<b>1,168.80</b>	<b>1,316.00</b>	<b>1,482.40</b>	<b>1,672.80</b>	<b>1,894.40</b>	<b>2,161.60</b>	<b>2,468.80</b>	<b>2,819.20</b>
Annual*	27,019	30,482	34,321	38,661	43,627	49,406	56,375	64,386	73,525
Hourly	13.24	14.88	16.76	18.91	21.37	24.19	27.65	31.51	36.00
2 Biweekly	<b>1,059.20</b>	<b>1,190.40</b>	<b>1,340.80</b>	<b>1,512.80</b>	<b>1,709.60</b>	<b>1,935.20</b>	<b>2,212.00</b>	<b>2,520.80</b>	<b>2,880.00</b>
Annual*	27,624	31,046	34,968	39,454	44,586	50,470	57,689	65,742	75,110
Hourly	13.50	15.15	17.12	19.31	21.79	24.70	28.24	32.27	36.82
3 Biweekly	<b>1,080.00</b>	<b>1,212.00</b>	<b>1,369.60</b>	<b>1,544.80</b>	<b>1,743.20</b>	<b>1,976.00</b>	<b>2,259.20</b>	<b>2,581.60</b>	<b>2,945.60</b>
Annual*	28,166	31,609	35,719	40,288	45,463	51,534	58,920	67,328	76,821
Hourly	13.75	15.49	17.48	19.72	22.24	25.28	28.85	32.99	37.63
4 Biweekly	<b>1,100.00</b>	<b>1,239.20</b>	<b>1,398.40</b>	<b>1,577.60</b>	<b>1,779.20</b>	<b>2,022.40</b>	<b>2,308.00</b>	<b>2,639.20</b>	<b>3,010.40</b>
Annual*	28,688	32,318	36,470	41,144	46,402	52,744	60,193	68,830	78,511
Hourly	14.04	15.80	17.75	20.07	22.70	25.86	29.50	33.69	38.48
5 Biweekly	<b>1,123.20</b>	<b>1,264.00</b>	<b>1,420.00</b>	<b>1,605.60</b>	<b>1,816.00</b>	<b>2,068.80</b>	<b>2,360.00</b>	<b>2,695.20</b>	<b>3,078.40</b>
Annual*	29,293	32,965	37,034	41,874	47,361	53,954	61,549	70,291	80,285
Hourly	14.28	16.08	18.16	20.49	23.19	26.42	30.20	34.46	39.31
6 Biweekly	<b>1,142.40</b>	<b>1,286.40</b>	<b>1,452.80</b>	<b>1,639.20</b>	<b>1,855.20</b>	<b>2,113.60</b>	<b>2,416.00</b>	<b>2,756.80</b>	<b>3,144.80</b>
Annual*	29,794	33,549	37,889	42,750	48,384	55,123	63,009	71,897	82,016
Hourly	14.61	16.45	18.53	20.91	23.68	27.02	30.86	35.24	40.19
7 Biweekly	<b>1,168.80</b>	<b>1,316.00</b>	<b>1,482.40</b>	<b>1,672.80</b>	<b>1,894.40</b>	<b>2,161.60</b>	<b>2,468.80</b>	<b>2,819.20</b>	<b>3,215.20</b>
Annual*	30,482	34,321	38,661	43,627	49,406	56,375	64,386	73,525	83,852
Hourly	14.88	16.76	18.91	21.37	24.19	27.65	31.51	36.00	41.09
8 Biweekly	<b>1,190.40</b>	<b>1,340.80</b>	<b>1,512.80</b>	<b>1,709.60</b>	<b>1,935.20</b>	<b>2,212.00</b>	<b>2,520.80</b>	<b>2,880.00</b>	<b>3,287.20</b>
Annual*	31,046	34,968	39,454	44,586	50,470	57,689	65,742	75,110	85,730
Hourly	15.15	17.12	19.31	21.79	24.70	28.24	32.27	36.82	42.01
9 Biweekly	<b>1,212.00</b>	<b>1,369.60</b>	<b>1,544.80</b>	<b>1,743.20</b>	<b>1,976.00</b>	<b>2,259.20</b>	<b>2,581.60</b>	<b>2,945.60</b>	<b>3,360.80</b>
Annual*	31,609	35,719	40,288	45,463	51,534	58,920	67,328	76,821	87,650
Hourly	15.49	17.48	19.72	22.24	25.28	28.85	32.99	37.63	42.93
10 Biweekly	<b>1,239.20</b>	<b>1,398.40</b>	<b>1,577.60</b>	<b>1,779.20</b>	<b>2,022.40</b>	<b>2,308.00</b>	<b>2,639.20</b>	<b>3,010.40</b>	<b>3,434.40</b>
Annual*	32,318	36,470	41,144	46,402	52,744	60,193	68,830	78,511	89,569

**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE OCTOBER 1, 2021**  
**PAY SCALE TYPE ST**

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PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
Hourly	15.80	17.75	20.07	22.70	25.86	29.50	33.69	38.48	43.84
11 Biweekly	<b>1,264.00</b>	<b>1,420.00</b>	<b>1,605.60</b>	<b>1,816.00</b>	<b>2,068.80</b>	<b>2,360.00</b>	<b>2,695.20</b>	<b>3,078.40</b>	<b>3,507.20</b>
Annual*	32,965	37,034	41,874	47,361	53,954	61,549	70,291	80,285	91,468
Hourly	16.08	18.16	20.49	23.19	26.42	30.20	34.46	39.31	44.86
12 Biweekly	<b>1,286.40</b>	<b>1,452.80</b>	<b>1,639.20</b>	<b>1,855.20</b>	<b>2,113.60</b>	<b>2,416.00</b>	<b>2,756.80</b>	<b>3,144.80</b>	<b>3,588.80</b>
Annual*	33,549	37,889	42,750	48,384	55,123	63,009	71,897	82,016	93,596
Hourly	16.45	18.53	20.91	23.68	27.02	30.86	35.24	40.19	45.90
13 Biweekly	<b>1,316.00</b>	<b>1,482.40</b>	<b>1,672.80</b>	<b>1,894.40</b>	<b>2,161.60</b>	<b>2,468.80</b>	<b>2,819.20</b>	<b>3,215.20</b>	<b>3,672.00</b>
Annual*	34,321	38,661	43,627	49,406	56,375	64,386	73,525	83,852	95,766
Hourly	16.76	18.91	21.37	24.19	27.65	31.51	36.00	41.09	46.87
14 Biweekly	<b>1,340.80</b>	<b>1,512.80</b>	<b>1,709.60</b>	<b>1,935.20</b>	<b>2,212.00</b>	<b>2,520.80</b>	<b>2,880.00</b>	<b>3,287.20</b>	<b>3,749.60</b>
Annual*	34,968	39,454	44,586	50,470	57,689	65,742	75,110	85,730	97,790
Hourly	17.12	19.31	21.79	24.70	28.24	32.27	36.82	42.01	47.94
15 Biweekly	<b>1,369.60</b>	<b>1,544.80</b>	<b>1,743.20</b>	<b>1,976.00</b>	<b>2,259.20</b>	<b>2,581.60</b>	<b>2,945.60</b>	<b>3,360.80</b>	<b>3,835.20</b>
Annual*	35,719	40,288	45,463	51,534	58,920	67,328	76,821	87,650	100,022
Hourly	17.48	19.72	22.24	25.28	28.85	32.99	37.63	42.93	49.03
16 Biweekly	<b>1,398.40</b>	<b>1,577.60</b>	<b>1,779.20</b>	<b>2,022.40</b>	<b>2,308.00</b>	<b>2,639.20</b>	<b>3,010.40</b>	<b>3,434.40</b>	<b>3,922.40</b>
Annual*	36,470	41,144	46,402	52,744	60,193	68,830	78,511	89,569	102,296
Hourly	17.75	20.07	22.70	25.86	29.50	33.69	38.48	43.84	50.12
17 Biweekly	<b>1,420.00</b>	<b>1,605.60</b>	<b>1,816.00</b>	<b>2,068.80</b>	<b>2,360.00</b>	<b>2,695.20</b>	<b>3,078.40</b>	<b>3,507.20</b>	<b>4,009.60</b>
Annual*	37,034	41,874	47,361	53,954	61,549	70,291	80,285	91,468	104,570
Hourly	18.16	20.49	23.19	26.42	30.20	34.46	39.31	44.86	51.21
18 Biweekly	<b>1,452.80</b>	<b>1,639.20</b>	<b>1,855.20</b>	<b>2,113.60</b>	<b>2,416.00</b>	<b>2,756.80</b>	<b>3,144.80</b>	<b>3,588.80</b>	<b>4,096.80</b>
Annual*	37,889	42,750	48,384	55,123	63,009	71,897	82,016	93,596	106,845
Hourly	18.53	20.91	23.68	27.02	30.86	35.24	40.19	45.90	52.37
19 Biweekly	<b>1,482.40</b>	<b>1,672.80</b>	<b>1,894.40</b>	<b>2,161.60</b>	<b>2,468.80</b>	<b>2,819.20</b>	<b>3,215.20</b>	<b>3,672.00</b>	<b>4,189.60</b>
Annual*	38,661	43,627	49,406	56,375	64,386	73,525	83,852	95,766	109,265
Hourly	18.91	21.37	24.19	27.65	31.51	36.00	41.09	46.87	53.52
20 Biweekly	<b>1,512.80</b>	<b>1,709.60</b>	<b>1,935.20</b>	<b>2,212.00</b>	<b>2,520.80</b>	<b>2,880.00</b>	<b>3,287.20</b>	<b>3,749.60</b>	<b>4,281.60</b>
Annual*	39,454	44,586	50,470	57,689	65,742	75,110	85,730	97,790	111,664

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
 \*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.  
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**COMMONWEALTH OF PENNSYLVANIA  
37½ HOUR STANDARD PAY SCHEDULE  
EFFECTIVE OCTOBER 1, 2022  
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
Hourly	13.27	14.98	16.86	18.99	21.43	24.27	27.70	31.63	36.12	41.19
1 Biweekly	995.25	1,123.50	1,264.50	1,424.25	1,607.25	1,820.25	2,077.50	2,372.25	2,709.00	3,089.25
1 Annual*	25,956	29,301	32,978	37,144	41,917	47,472	54,181	61,868	70,651	80,568
Hourly	13.57	15.25	17.18	19.38	21.90	24.79	28.34	32.30	36.90	42.12
2 Biweekly	1,017.75	1,143.75	1,288.50	1,453.50	1,642.50	1,859.25	2,125.50	2,422.50	2,767.50	3,159.00
2 Annual*	26,543	29,829	33,604	37,907	42,836	48,489	55,433	63,179	72,176	82,387
Hourly	13.84	15.53	17.55	19.79	22.33	25.32	28.95	33.08	37.74	43.06
3 Biweekly	1,038.00	1,164.75	1,316.25	1,484.25	1,674.75	1,899.00	2,171.25	2,481.00	2,830.50	3,229.50
3 Annual*	27,071	30,377	34,328	38,709	43,677	49,526	56,626	64,704	73,819	84,225
Hourly	14.09	15.88	17.92	20.21	22.80	25.91	29.57	33.81	38.57	44.00
4 Biweekly	1,056.75	1,191.00	1,344.00	1,515.75	1,710.00	1,943.25	2,217.75	2,535.75	2,892.75	3,300.00
4 Annual*	27,560	31,061	35,052	39,531	44,597	50,680	57,839	66,132	75,443	86,064
Hourly	14.39	16.20	18.19	20.57	23.27	26.51	30.24	34.53	39.44	44.94
5 Biweekly	1,079.25	1,215.00	1,364.25	1,542.75	1,745.25	1,988.25	2,268.00	2,589.75	2,958.00	3,370.50
5 Annual*	28,147	31,687	35,580	40,235	45,516	51,854	59,149	67,541	77,145	87,903
Hourly	14.64	16.48	18.61	21.00	23.77	27.08	30.96	35.32	40.29	45.98
6 Biweekly	1,098.00	1,236.00	1,395.75	1,575.00	1,782.75	2,031.00	2,322.00	2,649.00	3,021.75	3,448.50
6 Annual*	28,636	32,235	36,401	41,076	46,494	52,968	60,558	69,086	78,807	89,937
Hourly	14.98	16.86	18.99	21.43	24.27	27.70	31.63	36.12	41.19	47.05
7 Biweekly	1,123.50	1,264.50	1,424.25	1,607.25	1,820.25	2,077.50	2,372.25	2,709.00	3,089.25	3,528.75
7 Annual*	29,301	32,978	37,144	41,917	47,472	54,181	61,868	70,651	80,568	92,030
Hourly	15.25	17.18	19.38	21.90	24.79	28.34	32.30	36.90	42.12	48.04
8 Biweekly	1,143.75	1,288.50	1,453.50	1,642.50	1,859.25	2,125.50	2,422.50	2,767.50	3,159.00	3,603.00
8 Annual*	29,829	33,604	37,907	42,836	48,489	55,433	63,179	72,176	82,387	93,966
Hourly	15.53	17.55	19.79	22.33	25.32	28.95	33.08	37.74	43.06	49.14
9 Biweekly	1,164.75	1,316.25	1,484.25	1,674.75	1,899.00	2,171.25	2,481.00	2,830.50	3,229.50	3,685.50
9 Annual*	30,377	34,328	38,709	43,677	49,526	56,626	64,704	73,819	84,225	96,118
Hourly	15.88	17.92	20.21	22.80	25.91	29.57	33.81	38.57	44.00	50.26
10 Biweekly	1,191.00	1,344.00	1,515.75	1,710.00	1,943.25	2,217.75	2,535.75	2,892.75	3,300.00	3,769.50
10 Annual*	31,061	35,052	39,531	44,597	50,680	57,839	66,132	75,443	86,064	98,309

**COMMONWEALTH OF PENNSYLVANIA  
37½ HOUR STANDARD PAY SCHEDULE  
EFFECTIVE OCTOBER 1, 2022  
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
Hourly	16.20	18.19	20.57	23.27	26.51	30.24	34.53	39.44	44.94	51.37
Biweekly	1,215.00	1,364.25	1,542.75	1,745.25	1,988.25	2,268.00	2,589.75	2,958.00	3,370.50	3,852.75
Annual*	31,687	35,580	40,235	45,516	51,854	59,149	67,541	77,145	87,903	100,480
Hourly	16.48	18.61	21.00	23.77	27.08	30.96	35.32	40.29	45.98	52.49
Biweekly	1,236.00	1,395.75	1,575.00	1,782.75	2,031.00	2,322.00	2,649.00	3,021.75	3,448.50	3,936.75
Annual*	32,235	36,401	41,076	46,494	52,968	60,558	69,086	78,807	89,937	102,670
Hourly	16.86	18.99	21.43	24.27	27.70	31.63	36.12	41.19	47.05	53.68
Biweekly	1,264.50	1,424.25	1,607.25	1,820.25	2,077.50	2,372.25	2,709.00	3,089.25	3,528.75	4,026.00
Annual*	32,978	37,144	41,917	47,472	54,181	61,868	70,651	80,568	92,030	104,998
Hourly	17.18	19.38	21.90	24.79	28.34	32.30	36.90	42.12	48.04	54.86
Biweekly	1,288.50	1,453.50	1,642.50	1,859.25	2,125.50	2,422.50	2,767.50	3,159.00	3,603.00	4,114.50
Annual*	33,604	37,907	42,836	48,489	55,433	63,179	72,176	82,387	93,966	107,306
Hourly	17.55	19.79	22.33	25.32	28.95	33.08	37.74	43.06	49.14	56.08
Biweekly	1,316.25	1,484.25	1,674.75	1,899.00	2,171.25	2,481.00	2,830.50	3,229.50	3,685.50	4,206.00
Annual*	34,328	38,709	43,677	49,526	56,626	64,704	73,819	84,225	96,118	109,692
Hourly	17.92	20.21	22.80	25.91	29.57	33.81	38.57	44.00	50.26	57.32
Biweekly	1,344.00	1,515.75	1,710.00	1,943.25	2,217.75	2,535.75	2,892.75	3,300.00	3,769.50	4,299.00
Annual*	35,052	39,531	44,597	50,680	57,839	66,132	75,443	86,064	98,309	112,118
Hourly	18.19	20.57	23.27	26.51	30.24	34.53	39.44	44.94	51.37	58.65
Biweekly	1,364.25	1,542.75	1,745.25	1,988.25	2,268.00	2,589.75	2,958.00	3,370.50	3,852.75	4,398.75
Annual*	35,580	40,235	45,516	51,854	59,149	67,541	77,145	87,903	100,480	114,719
Hourly	18.61	21.00	23.77	27.08	30.96	35.32	40.29	45.98	52.49	59.95
Biweekly	1,395.75	1,575.00	1,782.75	2,031.00	2,322.00	2,649.00	3,021.75	3,448.50	3,936.75	4,496.25
Annual*	36,401	41,076	46,494	52,968	60,558	69,086	78,807	89,937	102,670	117,262
Hourly	18.99	21.43	24.27	27.70	31.63	36.12	41.19	47.05	53.68	61.24
Biweekly	1,424.25	1,607.25	1,820.25	2,077.50	2,372.25	2,709.00	3,089.25	3,528.75	4,026.00	4,593.00
Annual*	37,144	41,917	47,472	54,181	61,868	70,651	80,568	92,030	104,998	119,785
Hourly	19.38	21.90	24.79	28.34	32.30	36.90	42.12	48.04	54.86	62.63
Biweekly	1,453.50	1,642.50	1,859.25	2,125.50	2,422.50	2,767.50	3,159.00	3,603.00	4,114.50	4,697.25
Annual*	37,907	42,836	48,489	55,433	63,179	72,176	82,387	93,966	107,306	122,504

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

**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE OCTOBER 1, 2022**  
**PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP									
	1	2	3	4	5	6	7	8	9	
Hourly	13.27	14.98	16.86	18.99	21.43	24.27	27.70	31.63	36.12	
1 Biweekly	1,061.60	1,198.40	1,348.80	1,519.20	1,714.40	1,941.60	2,216.00	2,530.40	2,889.60	
1 Annual*	27,687	31,254	35,177	39,621	44,712	50,637	57,793	65,993	75,361	
Hourly	13.57	15.25	17.18	19.38	21.90	24.79	28.34	32.30	36.90	
2 Biweekly	1,085.60	1,220.00	1,374.40	1,550.40	1,752.00	1,983.20	2,267.20	2,584.00	2,952.00	
2 Annual*	28,312	31,818	35,844	40,434	45,692	51,722	59,129	67,391	76,988	
Hourly	13.84	15.53	17.55	19.79	22.33	25.32	28.95	33.08	37.74	
3 Biweekly	1,107.20	1,242.40	1,404.00	1,583.20	1,786.40	2,025.60	2,316.00	2,646.40	3,019.20	
3 Annual*	28,876	32,402	36,616	41,290	46,589	52,828	60,401	69,018	78,741	
Hourly	14.09	15.88	17.92	20.21	22.80	25.91	29.57	33.81	38.57	
4 Biweekly	1,127.20	1,270.40	1,433.60	1,616.80	1,824.00	2,072.80	2,365.60	2,704.80	3,085.60	
4 Annual*	29,397	33,132	37,388	42,166	47,570	54,059	61,695	70,541	80,472	
Hourly	14.39	16.20	18.19	20.57	23.27	26.51	30.24	34.53	39.44	
5 Biweekly	1,151.20	1,296.00	1,455.20	1,645.60	1,861.60	2,120.80	2,419.20	2,762.40	3,155.20	
5 Annual*	30,023	33,800	37,952	42,917	48,551	55,310	63,093	72,043	82,288	
Hourly	14.64	16.48	18.61	21.00	23.77	27.08	30.96	35.32	40.29	
6 Biweekly	1,171.20	1,318.40	1,488.80	1,680.00	1,901.60	2,166.40	2,476.80	2,825.60	3,223.20	
6 Annual*	30,545	34,384	38,828	43,814	49,594	56,500	64,595	73,692	84,061	
Hourly	14.98	16.86	18.99	21.43	24.27	27.70	31.63	36.12	41.19	
7 Biweekly	1,198.40	1,348.80	1,519.20	1,714.40	1,941.60	2,216.00	2,530.40	2,889.60	3,295.20	
7 Annual*	31,254	35,177	39,621	44,712	50,637	57,793	65,993	75,361	85,939	
Hourly	15.25	17.18	19.38	21.90	24.79	28.34	32.30	36.90	42.12	
8 Biweekly	1,220.00	1,374.40	1,550.40	1,752.00	1,983.20	2,267.20	2,584.00	2,952.00	3,369.60	
8 Annual*	31,818	35,844	40,434	45,692	51,722	59,129	67,391	76,988	87,879	
Hourly	15.53	17.55	19.79	22.33	25.32	28.95	33.08	37.74	43.06	
9 Biweekly	1,242.40	1,404.00	1,583.20	1,786.40	2,025.60	2,316.00	2,646.40	3,019.20	3,444.80	
9 Annual*	32,402	36,616	41,290	46,589	52,828	60,401	69,018	78,741	89,840	
Hourly	15.88	17.92	20.21	22.80	25.91	29.57	33.81	38.57	44.00	
10 Biweekly	1,270.40	1,433.60	1,616.80	1,824.00	2,072.80	2,365.60	2,704.80	3,085.60	3,520.00	
10 Annual*	33,132	37,388	42,166	47,570	54,059	61,695	70,541	80,472	91,802	

**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE OCTOBER 1, 2022**  
**PAY SCALE TYPE ST**

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PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
Hourly	16.20	18.19	20.57	23.27	26.51	30.24	34.53	39.44	44.94
<b>11</b> Biweekly	<b>1,296.00</b>	<b>1,455.20</b>	<b>1,645.60</b>	<b>1,861.60</b>	<b>2,120.80</b>	<b>2,419.20</b>	<b>2,762.40</b>	<b>3,155.20</b>	<b>3,595.20</b>
Annual*	33,800	37,952	42,917	48,551	55,310	63,093	72,043	82,288	93,763
Hourly	16.48	18.61	21.00	23.77	27.08	30.96	35.32	40.29	45.98
<b>12</b> Biweekly	<b>1,318.40</b>	<b>1,488.80</b>	<b>1,680.00</b>	<b>1,901.60</b>	<b>2,166.40</b>	<b>2,476.80</b>	<b>2,825.60</b>	<b>3,223.20</b>	<b>3,678.40</b>
Annual*	34,384	38,828	43,814	49,594	56,500	64,595	73,692	84,061	95,933
Hourly	16.86	18.99	21.43	24.27	27.70	31.63	36.12	41.19	47.05
<b>13</b> Biweekly	<b>1,348.80</b>	<b>1,519.20</b>	<b>1,714.40</b>	<b>1,941.60</b>	<b>2,216.00</b>	<b>2,530.40</b>	<b>2,889.60</b>	<b>3,295.20</b>	<b>3,764.00</b>
Annual*	35,177	39,621	44,712	50,637	57,793	65,993	75,361	85,939	98,165
Hourly	17.18	19.38	21.90	24.79	28.34	32.30	36.90	42.12	48.04
<b>14</b> Biweekly	<b>1,374.40</b>	<b>1,550.40</b>	<b>1,752.00</b>	<b>1,983.20</b>	<b>2,267.20</b>	<b>2,584.00</b>	<b>2,952.00</b>	<b>3,369.60</b>	<b>3,843.20</b>
Annual*	35,844	40,434	45,692	51,722	59,129	67,391	76,988	87,879	100,231
Hourly	17.55	19.79	22.33	25.32	28.95	33.08	37.74	43.06	49.14
<b>15</b> Biweekly	<b>1,404.00</b>	<b>1,583.20</b>	<b>1,786.40</b>	<b>2,025.60</b>	<b>2,316.00</b>	<b>2,646.40</b>	<b>3,019.20</b>	<b>3,444.80</b>	<b>3,931.20</b>
Annual*	36,616	41,290	46,589	52,828	60,401	69,018	78,741	89,840	102,526
Hourly	17.92	20.21	22.80	25.91	29.57	33.81	38.57	44.00	50.26
<b>16</b> Biweekly	<b>1,433.60</b>	<b>1,616.80</b>	<b>1,824.00</b>	<b>2,072.80</b>	<b>2,365.60</b>	<b>2,704.80</b>	<b>3,085.60</b>	<b>3,520.00</b>	<b>4,020.80</b>
Annual*	37,388	42,166	47,570	54,059	61,695	70,541	80,472	91,802	104,862
Hourly	18.19	20.57	23.27	26.51	30.24	34.53	39.44	44.94	51.37
<b>17</b> Biweekly	<b>1,455.20</b>	<b>1,645.60</b>	<b>1,861.60</b>	<b>2,120.80</b>	<b>2,419.20</b>	<b>2,762.40</b>	<b>3,155.20</b>	<b>3,595.20</b>	<b>4,109.60</b>
Annual*	37,952	42,917	48,551	55,310	63,093	72,043	82,288	93,763	107,178
Hourly	18.61	21.00	23.77	27.08	30.96	35.32	40.29	45.98	52.49
<b>18</b> Biweekly	<b>1,488.80</b>	<b>1,680.00</b>	<b>1,901.60</b>	<b>2,166.40</b>	<b>2,476.80</b>	<b>2,825.60</b>	<b>3,223.20</b>	<b>3,678.40</b>	<b>4,199.20</b>
Annual*	38,828	43,814	49,594	56,500	64,595	73,692	84,061	95,933	109,515
Hourly	18.99	21.43	24.27	27.70	31.63	36.12	41.19	47.05	53.68
<b>19</b> Biweekly	<b>1,519.20</b>	<b>1,714.40</b>	<b>1,941.60</b>	<b>2,216.00</b>	<b>2,530.40</b>	<b>2,889.60</b>	<b>3,295.20</b>	<b>3,764.00</b>	<b>4,294.40</b>
Annual*	39,621	44,712	50,637	57,793	65,993	75,361	85,939	98,165	111,998
Hourly	19.38	21.90	24.79	28.34	32.30	36.90	42.12	48.04	54.86
<b>20</b> Biweekly	<b>1,550.40</b>	<b>1,752.00</b>	<b>1,983.20</b>	<b>2,267.20</b>	<b>2,584.00</b>	<b>2,952.00</b>	<b>3,369.60</b>	<b>3,843.20</b>	<b>4,388.80</b>
Annual*	40,434	45,692	51,722	59,129	67,391	76,988	87,879	100,231	114,460

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
 \*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.  
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## APPENDIX E

### CLASSIFICATION SERIES AND ENTRANCE LEVEL CLASSIFICATIONS F5 SOCIAL AND REHABILITATIVE SERVICES UNIT FIRST-LEVEL SUPERVISORY

**NOTE:** Entrance Level Classification is identified by an asterisk.

**NOTE:** Must be read in conjunction with Appendix F and G.

<b>CLASS CODE</b>	<b>CLASS TITLE</b>
<u>F5</u>	
*22980	UC Claims Supervisor
*06155	Career Link Program Supervisor
*06430	Employment Security Specialist 3
*06470	Workforce Development Supervisor
*06651	Employment Security Operations Examiner Supervisor
07403	Claims Investigation Agent Supervisor
*07425	Child Support Enforcement Specialist Supervisor
*21260	Food and Nutrition Services Adviser 2
*31130	Occupational Therapist Supervisor
*31131	Forensic Occupational Therapist Supervisor
*31386	Forensic Therapeutic Activities Services Supervisor
*31388	Forensic Therapeutic Recreational Services Supervisor
*31470	Residential Services Supervisor
*31530	Speech, Language and Hearing Specialist Supervisor
*31840	Vocational Adjustment Services Supervisor
*31940	Therapeutic Activities Services Supervisor
*31890	Therapeutic Recreational Services Supervisor
38440	Drug and Alcohol Treatment Specialist Supervisor
*40020	Childline Supervisor
*40080	Social Worker Supervisor
*40081	Forensic Social Worker Supervisor
*40130	Income Maintenance Examiner Supervisor
*40170	Court Liaison Program Supervisor
*41820	Youth Development Counselor Supervisor
*43030	Psychological Services Associate Supervisor
*43611	Early Learning Program Certification Supervisor
*43681	Human Services Licensing Supervisor
*44730	Income Maintenance Casework Supervisor
*44835	Vocational Rehabilitation Supervisor
*45140	Disability Adjudications Supervisor
*47550	Corrections Counselor Supervisor
*49830	Human Relations Representative 3

## APPENDIX F

### ORGANIZATIONAL AND GEOGRAPHICAL SENIORITY UNITS

**NOTE:** To be read in conjunction with Classification Series and Entrance Level Classifications specified in Appendix E.

#### DEPARTMENT OF AGING

Promotions and Furloughs

1. Headquarters

#### DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

Promotions and Furloughs

1. Headquarters
2. Each of five (5) Regions (Harrisburg, Pittsburgh, Erie, Scranton and Philadelphia)

#### DEPARTMENT OF CORRECTIONS

Furlough

1. Headquarters
2. Each Institution
3. Community Corrections Center by Region

Promotions

1. Headquarters
2. Each Institution
3. Each Community Corrections Center

#### DEPARTMENT OF EDUCATION

Promotions and Furloughs

1. Headquarters

## DEPARTMENT OF HEALTH

### Promotions and Furloughs

1. Headquarters

## HUMAN RELATIONS COMMISSION

### Promotions and Furloughs

1. Headquarters
2. Harrisburg Regional Office
3. Pittsburgh Regional Office
4. Philadelphia Regional Office

## DEPARTMENT OF LABOR AND INDUSTRY

### OFFICE OF VOCATIONAL REHABILITATION (OVR)

#### Promotions and Furloughs

1. Headquarters
2. Each District Office
3. Hiram G. Andrews Center

### BUREAU OF DISABILITY DETERMINATION (BDD)

#### Promotions and Furloughs

1. Each Disability Determination Office (3)
2. Headquarters

### BUREAU OF WORKFORCE DEVELOPMENT PARTNERSHIP

#### Promotions and Furloughs

1. Headquarters/Central Office (Southcentral Workforce Investment Area)
2. All Other Workforce Investment Areas

### OFFICE OF UNEMPLOYMENT COMPENSATION TAX SERVICES

1. Headquarters/Central Office (Dauphin County)
2. Each other County (66)

#### OFFICE OF INFORMATION TECHNOLOGY (OIT)

1. Headquarters/Central Office (Dauphin County)
2. Each other County (66)

#### OFFICE OF GENERAL COUNSEL/CHIEF COUNSEL

1. Headquarters/Central Office (Dauphin County)
2. Each other County (66)

#### BUREAU OF WORKERS' COMPENSATION

1. Headquarters/Central Office (Dauphin County)
2. Each other County (66)

#### OFFICE OF UNEMPLOYMENT COMPENSATION BENEFITS

1. Headquarters/Central Office (Dauphin County), including Harrisburg Overflow Center
2. Each current UC Service Center
  - a. Scranton UC Service Center
  - b. Erie UC Service Center
  - c. Altoona UC Service Center
  - d. Indiana UC Service Center
  - e. Duquesne UC Service Center

#### MILITARY AND VETERANS AFFAIRS

1. Each Veterans' Home

#### OFFICE OF INSPECTOR GENERAL/DEPARTMENT OF HUMAN SERVICES

Claims Investigation Agent Supervisors in the Office of Inspector General - Office of Welfare Fraud, Investigations and Recovery Management/Department of Human Services-OIM Bureau of Child Support Enforcement and Office of Administration-Bureau of Financial Operations

Furloughs and Promotions

- a. Central Office
- b. Central Region (Adams, Bedford, Blair, Bucks, Cambria, Centre, Chester, Clearfield, Cumberland, Dauphin, Delaware, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Mifflin, Montgomery, Perry, Somerset, York)

c. Northeast Region (Berks, Bradford, Carbon, Clinton, Columbia, Lackawanna, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Pike, Potter, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming)

d. Southeast Region (Philadelphia)

e. Western Region (Allegheny, Armstrong, Beaver, Butler, Cameron, Clarion, Crawford, Elk, Erie, Fayette, Forest, Greene, Indiana, Jefferson, Lawrence, McKean, Mercer, Venango, Warren, Washington, Westmoreland)

## DEPARTMENT OF HUMAN SERVICES

### Promotions and Furloughs

1. Headquarters
2. Each Institution (YDC\*, YFC, MH Hospital, and MR Center)
3. Each County Assistance Office (67) and OIM Processing Center and OIM Customer Service Center and Dauphin CAO-Johnstown\*\*
4. Each Regional or Area office
5. Each Regional Field/Area Office, OIM Bureau of Child Support Enforcement
  - a. Philadelphia Area Office
  - b. Harrisburg Area Office
  - c. Pittsburgh Area Office
  - d. Wilkes-Barre Area Office
6. Each Regional Field/Area Office, OIM, Bureau of Program Evaluation
  - a. Norristown/Philadelphia Region
  - b. Harrisburg Region
  - c. Pittsburgh/Meadville Region

\*Loysville, South Mountain Secure Treatment Center, and NCSTU (located at Danville) will be considered separate units.

\*\* Each OIM Processing Center, OIM Customer Service Center and Dauphin CAO-Johnstown will be considered for the purposes of promotion and furlough to be part of the County Assistance Office in the county in which they are located.

## PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION

### Promotions and Furloughs

1. Each University

## APPENDIX G

### EXPANDED ORGANIZATIONAL AND GEOGRAPHICAL SENIORITY UNITS FIRST-LEVEL SUPERVISORY

**NOTE:** To be read in conjunction with Classification Series and Entrance Level Classification specified in Appendix E.

#### DEPARTMENT OF CORRECTIONS

##### Furlough

1. Headquarters
2. Each Institution
3. Community Corrections Center by Region

##### Recall only

1. All Correctional Institutions on a Statewide basis for employees furloughed from an individual Correctional Institution.
2. Community Corrections Center by Region

#### DEPARTMENT OF HEALTH

##### Recall Only

1. Headquarters

DEPARTMENT OF LABOR AND INDUSTRY

OFFICE OF VOCATIONAL REHABILITATION

Expanded Furlough/Recall Seniority Units (excluding the Bureau of Blindness and Visual Services)

Expanded Furlough/Recall Seniority Units

- |    |                                                                            |    |                                            |
|----|----------------------------------------------------------------------------|----|--------------------------------------------|
| 1. | Erie<br>New Castle<br>Pittsburgh<br>Washington                             | 4. | Harrisburg<br>York<br>Allentown<br>Reading |
| 2. | DuBois<br>Johnstown<br>Hiram G. Andrews<br>Center (recall only)<br>Altoona | 5. | Philadelphia<br>Norristown                 |
| 3. | Wilkes-Barre<br>Williamsport                                               |    |                                            |

BUREAU OF BLINDNESS AND VISUAL SERVICES

1. All statewide locations

BUREAU OF WORKFORCE DEVELOPMENT PARTNERSHIP

1. Recall only – Each region for employees furloughed from a County Office

2. If a furloughed employee does not have a bump within the seniority unit, that employee shall have a second bump into a UC Claims Intermittent Intake Interviewer or UC Claims Interviewer position in the applicable UC Service Center as set forth in the county list below, provided that the employee previously held an unemployment compensation classification in the bargaining unit.

Allentown UC Service Center	Altoona UC Service Center	Duquesne UC Service Center	Erie UC Service Center
--------------------------------	------------------------------	-------------------------------	---------------------------

Berks Carbon Lehigh Northampton Schuylkill	Bedford Blair Centre Clearfield Clinton Fulton Huntingdon Juniata Mifflin Somerset	Allegheny Beaver Fayette Greene Washington Westmoreland	Cameron Clarion Crawford Elk Erie Forrest Lawrence McKean Mercer Potter Venango Warren
--------------------------------------------------------	---------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------

Indiana UC Service Center	Lancaster UC Service Center	Philadelphia UC Service Center	Scranton UC Service Center
------------------------------	--------------------------------	-----------------------------------	-------------------------------

Armstrong Butler Cambria Indiana Jefferson	Adams Chester Cumberland Dauphin Franklin Lancaster Lebanon Perry York	Bucks Delaware Philadelphia Montgomery	Bradford Columbia Lackawanna Luzerne Lycoming Monroe Montour Northumberland Pike Sullivan Susquehanna Tioga Union Wayne Wyoming
--------------------------------------------------------	------------------------------------------------------------------------------------------------	-------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## DEPARTMENT OF HUMAN SERVICES

### Furloughs and Recall

1. All MH Hospitals and MR Centers in the appropriate cluster for the employees furloughed from an individual MH Hospital and MR Center.

Clusters for this purpose shall be:

- a. Southeast (Norristown State Hospital, Wernersville State Hospital)
  - b. Northeast (Clarks Summit State Hospital, White Haven Center)
  - c. Central (Danville State Hospital, South Mountain Restoration Center, Selinsgrove Center)
  - d. Southwest (Torrance State Hospital, Ebensburg Center)
  - e. Northwest (Polk Center, Warren State Hospital)
2. All YDC's or YFC's in the appropriate DHS region - for employees furloughed from an individual YDC or YFC.

3. County Assistance Offices and OIM Processing Centers and OIM Customer Services Centers and Dauphin CAO-Johnstown in the appropriate grouping listed below for employees furloughed from an individual County Assistance Office and OIM Processing Center and OIM Customer Service Center and Dauphin CAO-Johnstown.

A.  
Erie  
Crawford

B.  
Mercer  
Lawrence

C.  
Jefferson  
Clearfield  
Elk

D.  
McKean  
Potter  
Cameron

E  
Venango  
Clarion

F.  
Warren  
Forest

G.  
Berks  
Lehigh  
Northampton

H.  
Schuylkill  
Carbon  
Luzerne  
Wyoming

I.  
Monroe  
Lackawanna  
Wayne  
Pike

J.  
Tioga  
Bradford  
Sullivan  
Susquehanna

K.  
Dauphin  
Lebanon  
Perry

L.  
Cumberland  
Adams  
Franklin

M.  
Lancaster  
York

N.  
Allegheny

O.  
Chester  
Montgomery  
Delaware  
Bucks

P.  
Philadelphia

Q.  
Cambria  
Blair  
Somerset  
Bedford  
Fulton

R.  
Lycoming  
Northumberland

S.  
Centre  
Huntingdon  
Mifflin  
Juniata

T.  
Clinton  
Union  
Snyder

U.  
Montour  
Columbia

V.  
Washington  
Westmoreland  
Fayette  
Greene

W.  
Indiana  
Armstrong

X.  
Butler  
Beaver

## APPENDIX H

### CLASS CODES/TITLES

<u>Barg. Unit</u> <i>F5</i>	<u>Class Code</u>	<u>Class Title</u>	<u>Pay</u> <u>Scale Group</u>
	43681	Human Services Licensing Supervisor	08
	06155	Career Link Program Supervisor	07
	07425	Child Support Enforcement Specialist Supervisor	07
	40020	ChildLine Supervisor	07
	43611	Early Learning Program Certification Supervisor	08
	07403	Claims Investigation Agent Supervisor	07
	47550	Corrections Counselor Supervisor	08
	40170	Court Liaison Program Supervisor	08
	45140	Disability Adjudication Supervisor	08
	38440	Drug & Alcohol Treatment Specialist Supervisor	08
	06651	Employment Security Operations Examiner Spvr	07
	06430	Employment Security Specialist 3	08
	21260	Food and Nutrition Services Adviser 2	08
	31131	Forensic Occupational Therapist Supervisor	09
	40081	Forensic Social Worker Supervisor	08
	31386	Forensic Therapeutic Activities Service Supervisor	07
	31388	Forensic Therapeutic Recreational Services Spvr	07
	49830	Human Relations Representative 3	08
	44730	Income Maintenance Casework Supervisor	07
	40130	Income Maintenance Examiner Supervisor	08
	31130	Occupational Therapist Supervisor	09
	43030	Psychological Services Associate Supervisor	08
	31470	Residential Services Supervisor	08
	40080	Social Worker Supervisor	08

<u>Barg. Unit</u>	<u>Class Code</u>	<u>Class Title</u>	<u>Pay</u> <u>Scale Group</u>
<i>F5</i>			
	31530	Speech, Language & Hearing Specialist Supervisor	08
	31940	Therapeutic Activities Services Supervisor	07
	31890	Therapeutic Recreational Services Supervisor	07
	22980	UC Claims Supervisor	07
	31840	Vocational Adjustment Services Supervisor	07
	44835	Vocational Rehab Supervisor	08
	06470	Workforce Development Supervisor	08
	41820	Youth Development Counselor Supervisor	08

## APPENDIX I

### DEPARTMENT OF CORRECTIONS DRUG AND ALCOHOL TESTING PROGRAM

#### 1. POLICY

- a. Employees of the Department of Corrections are required to participate in the Drug and Alcohol Testing Program, as outlined below.
- b. The following controlled substance and alcohol testing is required:
  - 1) Reasonable Suspicion
  - 2) Return-to-duty
  - 3) Follow-up
- c. The split sample collection method will be used for urine samples for purposes of testing for controlled substances. The breath alcohol testing method administered by a trained Breath Alcohol Technician (BAT) using an Evidential Breath Testing device (EBT), will be used for the alcohol testing.
- d. Prohibitions for controlled substances.

No employee shall:

- 1) Perform work when using or being under the influence of any controlled substance, except under instruction of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform the employee's job duties.
- 2) Perform work if the employee tests positive for controlled substances.
- 3) Refuse to submit to a controlled substance test.

#### e. Prohibitions for alcohol

No employee shall:

- 1) Perform work while being under the influence of alcohol as defined by g. and h. below.
- 2) Perform work while possessing or using alcohol.
- 3) Refuse to submit to an alcohol test

- f. No supervisor/manager shall:
- 1) Permit an employee who refuses to submit to controlled substance and/or alcohol tests to perform or continue to perform job functions.
  - 2) Permit an employee to perform or continue to perform work if the Employer has actual knowledge that an employee has tested positive for alcohol and/or controlled substances.
- g. Consequences to employees who test 0.02% or greater but less than 0.04% for alcohol (CDL only)
- 1) Employees will not be permitted to perform work for at least 24 hours.
  - 2) Employees shall be advised of the availability of the State Employees Assistance Program.
  - 3) The employee shall be subject to unannounced follow-up alcohol testing. The number and frequency will consist of at least six tests in the first 12 months following the date of the employee's return to duty.
  - 4) Employees who have a verified positive test result for alcohol during the 12 months following the date of the employee's return to duty shall be referred to SEAP and treated under h. below.
  - 5) Employees who have a verified positive test result for alcohol during the initial hire, 6 or 12 month probationary period shall be terminated.
- h. Consequences to employees who test positive for controlled substances or .04% or greater for alcohol or employees who test positive under the provisions of g. (4) above.
- 1) Employees shall not be permitted to perform work and shall be evaluated by a State Employees Assistance Program substance abuse professional who shall determine what assistance the employee needs in resolving problems associated with the use of controlled substances and/or alcohol.
  - 2) If the employee is determined to require treatment, the substance abuse professional will evaluate the employee's participation in the program and determine whether or not the employee has followed the prescribed rehabilitation program.
  - 3) A return to duty controlled substances and/or alcohol test will be required and the result must be a verified negative.

- 4) The employee shall be subject to unannounced follow-up controlled substance and/or alcohol testing. The number and frequency of such follow-up testing shall be directed by the SEAP substance abuse professional and will consist of at least six tests in the first 12 months following the date of the employee's return to duty.
  - 5) Employees who have a verified positive test result for controlled substances and/or alcohol during the 12 months following the date of the employee's return to duty shall be terminated.
  - 6) Employees who have a verified positive test result for controlled substances and/or alcohol during the initial hire, 6 or 12 month probationary period shall be terminated.
- i. All immediate supervisors of employees and all other supervisors who may be involved in making "reasonable suspicion" decisions as to whether or not an employee may be fit for duty based on observable behavior and should receive a drug and/or alcohol test are required to receive approximately 60 minutes of approved training on controlled substance use, alcohol misuse and reasonable suspicion determinations. This training will be provided by a contractor and will cover the physical, behavioral, speech and performance indicators of use of controlled substances and of probable alcohol misuse.
  - j. All employees will receive educational material which explains the requirements, policies and procedures of the drug and alcohol testing program. This information will contain prohibitions, consequences, and information on the effects and symptoms of drug and alcohol use. Employees are required to sign a certificate indicating they have received this information. If employees refuse to sign the form indicating they have received this information, they will be subject to appropriate discipline. If employees refuse to sign the forms necessary for them to be tested or refuse to be tested for controlled substances and/or alcohol, the employee will have been deemed to have tested positive and will be subject to the provisions of h. above.
  - k. All drug and alcohol testing required by this policy, except for return to duty testing, is considered to be conducted on duty time and thus employees are in compensable status for all time spent providing a urine or breath sample, including travel time to and from the collection site.
  - l. An employee removed from duty pending the outcome of a reasonable suspicion controlled substance test may use Combined Leave, Annual Leave, Personal Leave, or Leave Without Pay. If the test result is negative, the employee will be made whole for any wages lost, or paid leave used.

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

## 2. DEFINITIONS

- a. Alcohol. The intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or other low molecular weight alcohols, including methyl and isopropyl alcohol.
- b. Alcohol use. The consumption of any beverage, mixture, or preparation. For employees in the CDL program this definition also includes the consumption of any medication containing alcohol.
- c. Breath Alcohol Technician (BAT). An individual who instructs and assists individuals in the alcohol testing process and operates an Evidential Breath Testing (EBT) device.
- d. Controlled Substances. The controlled substances covered by this policy include cocaine, marijuana, opiates, phencyclidine (PCP), amphetamines, barbiturates, Benzodiapin and Quaaludes (Methaqualine).
- e. Medical Review Officer (MRO). A licensed physician (medical doctor or doctor of osteopathy) employed by the contractor responsible for receiving laboratory results generated by an Employers drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's confirmed positive test result together with the employee's medical history and any other biomedical information.
- f. Evidential Breath Testing Device. A device approved by the National Highway Traffic Safety Administration for the evidential testing of breath.
- g. Reasonable suspicion. A belief that the employee has violated the controlled substance and/or alcohol prohibitions, based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. Other indicators of reasonable suspicion include: (A) a positive reading from drug interdiction equipment; (B) A positive reaction from a K-9 dog to an employee's person and/or property; and (C) notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.

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

i. Positive Test:

1) Screening test cut off levels:

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

2) Confirmatory test cut off levels:

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

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

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

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

### 3. RESPONSIBILITIES

- a. Department of Corrections will establish overall policy and administer the program activities by coordinating with the union to ensure all program activities are coordinated and appropriate communication occurs. Specific responsibilities include:
  - 1) Developing information material to be given to all employees to explain the drug and alcohol testing requirements and applicable policies regarding drug and alcohol use and the consequences.
  - 2) Coordinating with the State Civil Service Commission and the Bureau of State Employment to ensure that employment/recruitment material includes information on the drug and alcohol testing requirements, and that procedures are established to deal with employees who fail the drug and/or alcohol tests.
  - 3) Ensuring that orientation information for covered employees reflects the policies, procedures, testing requirements, and consequences mandated by this program.
  - 4) Ensuring that all appropriate agency management are aware of drug and alcohol policy and program requirements, and that all aspects of the program policies and procedures are coordinated and implemented within the agency.
  - 5) Ensuring that appropriate agency procedures have been established to ensure that drug and alcohol testing occurs as required for:
    - a) Reasonable suspicion
    - b) Return to duty
    - c) Follow up
  - 6) In conjunction with the Office of Administration ensure that SEAP and the contractor share appropriate information and follow established policies and procedures.
- b. Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that the drug and alcohol testing program is implemented, coordinated, and maintained in their respective institutions by:
  - 1) Ensuring that all appropriate supervisors receive the MANDATORY training.
  - 2) Ensuring that appropriate records are maintained only by identified personnel and that strict confidentiality procedures are followed for the testing results.

- 3) Ensuring that appropriate agency procedures are established for dealing with employees who test positive for drugs and/or alcohol.
- c. Agency Human Resource Officer is to assist Institution/Boot Camp/Corrections Community Center Coordinators in ensuring that all personnel program activities affected by the program requirements have been modified to meet these requirements which impact upon the recruitment, hiring, orientation, testing, training, transactions, discipline, labor relations and record keeping activities of the agency.
- d. Selected Contractors are responsible for administering the drug and alcohol testing requirements, supervisory training, record keeping and reporting processes consistent with the signed contract and this policy.
- e. The Department of Corrections is responsible for developing and/or obtaining educational/procedural materials relating to this program and disseminating such materials to all affected employees.
- f. State Employees Assistance Program will coordinate the evaluation and referral of employees who have tested positive for controlled substances and/or alcohol with a substance abuse professional. SEAP will coordinate all aspects of evaluation, treatment and follow up and communicate appropriately with the employee, agency and contractor.

#### 4. PROCEDURES

- a. Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that all supervisors who may be involved in a "reasonable suspicion" determination are identified and trained in accordance with these procedures.
- b. Reasonable Suspicion Testing for Observable Behavior.
  - 1) An agency supervisor/manager, who has been trained in accordance with the regulations, must require an employee to submit to a controlled substance and/or alcohol test when the supervisor has reasonable suspicion to believe the employee has violated the controlled substance and/or alcohol prohibitions. Upon determining that reasonable suspicion due to observable behavior exists, the agency supervisor/manager should have another supervisor/manager who has been trained in accordance with the regulations, witness the observations.
  - 2) The required observations for controlled substances and alcohol reasonable suspicion testing must be made by a supervisor or manager who is trained in accordance with the following requirements:

- a)
    - a) Supervisors/Managers designated to determine whether reasonable suspicion exists to require an employee to undergo controlled substance and/or alcohol testing must receive the Department of Corrections approved training on controlled substances, alcohol misuse and reasonable suspicion determinations.
    - b) The training provided by the contractor must cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.
  - 3) A written record must be made of the observations leading to a controlled substances and/or alcohol test, and must be signed by the supervisor/manager who made the observations. A separate independently written statement must be signed by the supervisor/manager who witnesses the observations. These reports must be made within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.
  - 4) Department of Corrections must transport the employee to and from the testing site. The employee must be removed from duty until verified test results are received. If the test results are negative, the employee will be returned to work with back pay or the return of paid leave taken.
  - 5) The employee is to be given a form which the employee must present to the testing facility prior to testing. This form will contain employee identification and notification information as well as the name of the agency contact person.
  - 6) The employee must provide the testing site with positive identification in the form of a photo I.D.
- c. Reasonable Suspicion for a positive reaction to drug interdiction equipment or a positive reaction by a K-9 dog to an employee's person and/or property or notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.
- 1) If an employee has a positive reaction to Drug interdiction equipment in accordance with the Department of Corrections Drug Interdiction Procedures Manual, Policy Number 6.3.12, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.
  - 2) If a positive reaction to an employee's person and/or property by a K-9 detects the presence of contraband in accordance with the Department of Corrections, Drug Interdiction Procedures Manual 6.3.12, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug

and/or alcohol testing in accordance with this policy.

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

d. Return to duty testing.

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

e. Follow-up testing.

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

f. Positive controlled substance test results.

- 1) Upon confirmation of a positive test result, the employee may request a secondary split sample be sent to a different certified laboratory to be analyzed.
- 2) If an employee has a verified positive test for controlled substances, the Medical Review Officer will inform the employee and the agency contact person, in writing. Prior to verifying a positive result, the MRO will make every reasonable effort to contact the employee confidentially and afford the employee the opportunity to discuss the test result. If after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO shall contact a designated management official who shall direct the employee to contact the MRO as soon as possible (within 24 hours).

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

g. Maintenance of Records.

- 1) The Contractor will be responsible for maintaining all records resulting from the administration of drug and alcohol tests under this program. These records will be maintained as outlined in the contract with DOC and will be consistent with the federal requirements.
- 2) The MRO will notify the employee, in writing, of both positive and negative drug and/or alcohol test results, and the specific controlled substances for which the test was verified positive.
- 3) With the employee's written consent, the Contractor will provide any of the testing information to another Employer.
- 4) The Department of Corrections are to establish internal confidential procedures to ensure that testing notifications, test results, and any other data pertaining to the drug and alcohol testing of employee are maintained in a locked file and are released only to authorized personnel as determined by the agency Coordinator.

h. Training.

- 1) The Contractor will provide drug and alcohol training to supervisors.
- 2) The Contractor or Agency Human Resource Office will notify Institution/Boot Camp contact persons where and when training will be conducted. This training is mandatory and it is the institution's responsibility to ensure that employees and supervisors receive this training. If an employee/supervisor is unable to participate in the scheduled training, the Institution/Boot Camp Coordinator should be notified and the Coordinator should make alternate arrangements through the employee to receive the training as soon as possible.
- 3) No supervisor should be involved in a reasonable suspicion determination unless the supervisor has received the required training.
- 4) Once the initial training is provided, new supervisors/managers of employees are to be provided the required training from the Contractor or Agency Human Resource Office within 60 days of becoming a supervisor/manager of these employees. Agency Coordinators shall contact the Contractor within 10 days of the employee becoming a supervisor and provide the names and locations of the supervisors/managers in need of training.

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

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

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

**APPENDIX J  
AWS TEMPLATE**

**INSTRUCTIONS FOR USE**

*This template is based on a standard schedule consisting of a 37.5 hour Monday through Friday work week, and delineates a 9 out of 10 day AWS. With appropriate modification, it can be applied to AWS in operations with other standard schedules (e.g., a 40 hour work week), and other AWS configurations (e.g., schedules providing for every other weekend off, 4 day work weeks, 10 consecutive work days, weekend and evening work, and the use of seniority for bidding on work days and hours).*

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**UNDERSTANDING BETWEEN**

**ORGANIZATIONAL ENTITY—OFFICE, FACILITY, ETC.**

**AND**

**SEIU LOCAL 668**

**FOR ALTERNATE WORK SCHEDULE: 9 OUT OF 10 DAYS<sup>1</sup>**

**INTRODUCTION**

This understanding is entered into between (organizational entity—e.g., office, facility, etc.), of the (agency name) and SEIU Local 668, for the exclusive purpose of applying the provisions of Recommendation 6, Paragraph 8 of the Memorandum between the Commonwealth and the Union in establishing an alternate work schedule (AWS).

The goals of this understanding are to improve the quality of work life of employees and improve the Employer's operational efficiency and/or delivery of service. The parties believe that the Union has demonstrated a reasonable expectation that this AWS will accomplish these goals, as described in the appendix to this understanding titled "Justification." It is agreed and understood that the AWS will not cause or require the Commonwealth to expend additional funds, add additional staff or budget for additional costs in order to comply with the conditions of this understanding. Further, there shall be no impairment of operational efficiency, jeopardizing of accreditation, or deleterious impact on standards of service (provision of care, etc.) posed by implementation of this understanding, nor shall this understanding provide for an unreasonable number of schedules. No additional benefits are to accrue to employees as a result of this alternate work schedule.

It is recognized that the development and implementation of this understanding arises within the context of "meet and discuss," and all discussions conducted shall be in accordance with the meet and discuss provisions of the Memorandum.

In accordance with Recommendation 6, Paragraph 8.a. of the Memorandum, aspects of this understanding may be at variance with specific provisions of the Memorandum. It is understood that Recommendation 6, Paragraphs 1, 3, and 7 are waived in order to establish this alternate work schedule. In addition, the parties recognize that all relevant Memorandum language may not have been specifically waived in this understanding and agree that such provisions are waived to the extent that they conflict with the intent of the alternate work schedule.

This understanding is established without prejudice to the rights of either party and shall set no precedent for any future action. The Memorandum between the Commonwealth and SEIU Local 668 remains in force and effect except as modified by this AWS understanding.

### **TRIAL PERIOD AND EVALUATION**

The schedule will be implemented on a six-month<sup>2</sup> trial basis from \_\_\_\_\_ to \_\_\_\_\_. The parties recognize that an evaluation will be conducted by management at the conclusion of the trial period to ascertain the impact on cost, complement, efficiency, service to clients, and other appropriate program criteria, and to ensure that the goals stated in the Introduction and Justification Appendix have been met. Such evaluation will be submitted for review by the agency and Office of Administration before continuation of the AWS beyond the trial period can be authorized. Such continuation must be approved in writing and the terms of continuation will be appended to this understanding and will supersede this "Trial Period and Evaluation" section.<sup>3</sup>

If the AWS is continued beyond the trial period, management will thereafter conduct a review at the conclusion of each 12 month period to ensure that the goals stated in the Introduction and Justification Appendix continue to be met. However, the requirement for such annual review does not preclude management's performance of additional reviews at any other point. The results of any and all reviews shall be reported to the agency and the Office of Administration.

### **ELIGIBILITY**

Employees eligible for participation in the alternate work schedule are \_\_\_\_.<sup>4</sup> Employees may not participate in alternate scheduling during their initial hire and promotional probationary periods with the Commonwealth. Management may authorize exceptions to this requirement for valid reasons.

It is understood that the AWS is not a substitute for adherence to time and attendance policies. Participation is dependent on maintaining positive leave balances. Management shall have the right to disqualify an

employee from initial or continued participation in any alternate work schedule when documented abuse (defined as imposition of discipline and/or leave restriction) of time and attendance policy has occurred or the employee's productivity has deteriorated because of having to work extended work hours/days on a continuing basis. Disqualification is not considered discipline and the provisions of Recommendation 6, Paragraph 5 and Recommendation 21, Paragraph 1 shall not apply when the employee reverts to the standard schedule.

## **SCHEDULES<sup>5</sup>**

The "standard" schedule will continue to be \_\_\_\_.<sup>6</sup> Employees who do not participate in an alternate work schedule will continue with the standard schedule or their current staggered version of the standard schedule,<sup>7</sup> subject to the provisions of Recommendation 6, Paragraph 5.

### **Staggered Work Hours Schedules<sup>8</sup>**

It is understood that a staggered work hours schedule is not an alternate work schedule and that the decision to establish/continue a staggered work hours schedule is exclusively management's and not subject to the terms of Recommendation 6, Paragraph 8 or this understanding. A "staggered work hours schedule" for the purpose of this understanding is a schedule in which employees work 7 ½ consecutive hours per day (exclusive of a meal period) for five (5) consecutive days in a work week, and that has differing start and/or end times for these 7 ½ hour shifts.

Employees may be assigned to or select from the following schedules that consist of 7.5 work hours each day (37.5 hours per week) with an unpaid meal period as indicated.<sup>9</sup> Assignment to shifts will be made by seniority in accordance with Recommendation 29, Paragraph 13. Management will determine the number of employees that can be accommodated on each shift and may adjust shifts in accordance with the provisions of Recommendation 6, Paragraph 5.

#### **One-Half Hour Meal Period Monday through Friday**

7:30 a.m. to 3:30 p.m.  
8:00 a.m. to 4:00 p.m.  
8:30 a.m. to 4:30 p.m.  
9:00 a.m. to 5:00 p.m.

#### **One Hour Meal Period Monday through Friday**

7:30 a.m. to 4:00 p.m.  
8:00 a.m. to 4:30 p.m.  
8:30 a.m. to 5:00 p.m.  
9:00 a.m. to 5:30 p.m.

### **Alternate Work Schedules<sup>10</sup>**

Eligible employees may select a schedule that allows them to work nine out of ten workdays in a two week (14 day) pay period. This will consist of one 40 hour work week (five days of eight hours each, exclusive

of a half hour meal period) and one 35 hour work week (four days of eight hours and forty-five minutes each, exclusive of a half hour meal period). Options are as follow:

	<b>Week 1</b>	<b>Week 2</b>
<b>Option</b>	<b>Five Day Week (8 hours)</b>	<b>Four Day Week (8 hours 45 min.)</b>
1)	7:15 a.m. to 3:45 p.m.	7:15 a.m. to 4:30 p.m.
2)	7:30 a.m. to 4:00 p.m.	7:30 a.m. to 4:45 p.m.
3)	7:45 a.m. to 4:15 p.m.	7:45 a.m. to 5:00 p.m.
	<b>Four Day Week (8 hours 45 min.)</b>	<b>Five Day Week (8 hours)</b>
4)	7:15 a.m. to 4:30 p.m.	7:15 a.m. to 3:45 p.m.
5)	7:30 a.m. to 4:45 p.m.	7:30 a.m. to 4:00 p.m.
6)	7:45 a.m. to 5:00 p.m.	7:45 a.m. to 4:15 p.m.

The non-scheduled work day during the four day week may be any day of the week. Management will determine the number of employees scheduled to work each day, and the number of employees off on a given non-scheduled workday is subject to management's approval.

### **SCHEDULE SELECTION**

Schedules will be developed and selected no later than 30 days prior to the beginning of each AWS scheduling period, which shall be \_\_\_<sup>11</sup> months in length.

At<sup>12</sup> the same time as employees select their AWS shift, they shall also request approval for a reversion schedule from among those schedules listed in the above provisions regarding staggered work hour schedules. Selection preference will be governed per the parameters described in those provisions. The reversion schedule is the schedule which shall be in effect for the employee for any period during which the AWS is not in effect.

Employees will be given their preference of AWS shift and non-scheduled workday in order of bargaining unit seniority within the *applicable work unit as defined by local parties*. In the event of a tie, order of choice will be determined by lot. The schedule selected will remain fixed for the \_\_\_ month AWS scheduling period except that an employee may, with supervisory approval, revert to his/her pre-selected standard schedule. The provisions of Recommendation 6, Paragraphs 5 and 7, and Recommendation 21, Paragraph 1 are waived in cases of reversion. After such reversion, re-entry into the AWS during the remainder of the scheduling period cannot be guaranteed and is subject to management's discretion.

Employees entering the work unit after the selection has occurred, if they meet the eligibility requirements and choose to work an alternate work schedule, will be afforded such a schedule subject to management's determination of an ability to place them on one, and if so, subject to management's determination of where the need exists. If such entry into a work unit is due to the involuntary transfer of an employee who was an AWS participant in his prior work unit, and his AWS schedule cannot be continued in the new unit, management and the local union will meet and discuss to explore alternatives. Recommendation 6, Paragraph 5 and Recommendation 21, Paragraph 1 are waived in effecting such placement for these employees.

After<sup>13</sup> the initial scheduling period, for which schedules will be selected by seniority as noted above, the choice of schedule shall be rotated for each successive six month scheduling period. That is, in the second six month scheduling period, the most senior employee shall choose last and the second most senior employee shall choose first, and so on. In the third scheduling period, the second most senior employee shall choose last, the third most senior shall choose first, and so on. Recommendation 29, Paragraph 13 is waived.

### **SCHEDULE ADJUSTMENTS**

In furtherance of the goals of this AWS, management has the option to adjust hours/schedules for individual/groups of employees when necessary for training, operational needs, and/or emergency purposes. Such adjustment may include reversion to the standard or a staggered<sup>14</sup> work schedule if maintaining the AWS is not feasible. When possible, management will inform employees of such schedule change at least 2 weeks in advance. Recommendation 6, Paragraphs 5 and 7, and Recommendation 21, Paragraph 1 are waived in the event of a schedule change made pursuant to this paragraph.

Employees scheduled for disciplinary suspension; for attendance at meetings, hearings, and training sessions; or for other special circumstances that cannot be accommodated within the AWS; or who are on approved paid leave or leave without pay that cannot be accommodated within the AWS or is disruptive to operations shall revert to the standard or their pre-selected staggered shift schedule during the pay periods the suspension, special assignment or circumstance, or leave is in effect. When reversion occurs, employees shall charge annual, personal, or compensatory leave for any difference between the number of hours required to be worked under their AWS and the number of hours actually worked on their standard schedule. The provisions of Recommendation 11, Paragraph 2 and Recommendation 13, Paragraph 3 shall not be applicable to leave used for this purpose. In effecting such reversion, there shall be no requirement to apply the provisions of Recommendation 6, Paragraphs 5 and 7 and Recommendation 21, Paragraph 1.<sup>15</sup>

### **STAFFING**

Management shall determine the number of employees who can be accommodated into the AWS program during any scheduling period. It is understood that staffing is a management function and that the work unit

must be adequately staffed on a regular basis. Adequate managerial and supervisory oversight as determined by management must be maintained. Neither managerial nor supervisory staff shall be mandated to select an AWS or required to work in a lower classification or any other unit in order that an AWS selection can be accommodated. Recommendation 6, Paragraphs 5 and 7, and Recommendation 21, Paragraph 1 are waived in the event termination of the AWS is required due to the lack of adequate managerial/supervisory oversight.

Employees who choose to participate in the AWS program acknowledge that their work assignments may be varied to accommodate the change in hours of work. Management, however, shall not be obligated to change work assignments or location in order to accommodate employee requests for or changes to this AWS.

### **COMPENSATION AND OVERTIME**

Employees selecting an alternate work schedule shall continue to receive a paycheck for 75 regular hours in each biweekly pay period, even though employees will work both more and fewer than 37.5 regular hours in each week of a pay period. An employee not in compensable status for 75 hours in a pay period shall be entitled to compensation only for the hours in compensable status.

Time and one-half will be paid for work in excess of one-half hour beyond the scheduled work shift or in excess of 40 hours in a work week. Work performed on the non-scheduled workday will not be considered as work performed on a scheduled day off for purposes of determining entitlement to double time.

For equalization purposes, overtime will be considered as work in excess of the scheduled work shift. Any obstacle to management's ability to equalize that is the result of the alternate work schedule is not grievable, but will be resolved through meet and discuss.

Conflicting provisions of Recommendation 21, Paragraphs 1, 3, and 5 are waived.

### **REST PERIODS**

Employees shall be permitted an uninterrupted 15 minute paid rest period during each 1/2 work shift, provided a minimum of three (3) hours is worked in that one half shift. Scheduling of rest periods will be in accordance with Recommendation 7 of the Memorandum. Any conflicting provisions of Recommendation 7 are modified as above or waived as appropriate.

## MEAL PERIODS

All employees shall be granted an unpaid meal period as set forth in the particular AWS work schedules they are on, which shall fall within the third and sixth hours, inclusive, of the workday unless otherwise approved by the employer or unless emergencies or operational need requires a variance. The meal periods will begin at a time established by management. All requests to modify the time of a meal period require management approval. Conflicting provisions of Recommendation 8 are modified as above or waived as appropriate.

## HOLIDAYS<sup>16</sup>

### OPTION 1

Payment<sup>17</sup> for an un-worked holiday shall consist of 7.5 hours at the straight time rate. When a holiday occurs during the pay period in which a holiday falls, employees shall revert to their pre-selected standard schedule for their entire pay period. The provisions of Recommendation 6, Paragraphs 5 and 7 and Recommendation 21, Paragraph 1 are waived in the event of reversion.

### OPTION 2

#### **Compensation<sup>18</sup> for a Holiday Falling on a Scheduled Work Day that is Not Worked:**

A holiday falling on a scheduled work day, but on which the employee does not work, will be compensated at the straight time rate of pay in an amount equal to the number of hours in a shift on the employee's standard schedule.

#### **Compensation for a Holiday Falling on a Regular Day Off (including a Non-Scheduled Work Day) that is Not Worked:**

Paid time off up to the number of hours in the employee's standard shift, at the straight time rate, will be awarded for a holiday other than a special holiday falling on a regular day off, and will be scheduled by management if the employee's request cannot be granted. Recommendation 6, Paragraph 5 shall not apply.

#### **Compensation for Work on a Holiday:**

Employees who work an AWS shift on a holiday other than the day after Thanksgiving or a special holiday will be compensated for the number of hours worked equal to the number of hours in the employee's standard work shift at one and one-half times the employee's regular hourly rate of pay, with the remaining time worked up to one-half hour beyond the number of hours in their AWS shift paid at the straight time rate. Hours worked in excess of one-half hour beyond the number of hours in the AWS shift shall be paid at the rate of one and one-half times the employee's regular hourly

rate of pay. The employee will receive paid time off for all hours worked on the holiday up to the number of hours in the employee's standard work shift.

Employees who work an AWS shift on the day after Thanksgiving or a special holiday will be compensated at their straight time rate for all hours worked up to one-half hour beyond the number of hours in their AWS shift. Hours worked in excess of one-half hour beyond the number of hours in their AWS shift shall be paid at the rate of one and one-half the employee's regular hourly rate of pay. The employee will receive paid time off for all hours worked on the holiday up to the number of hours in the employee's standard work shift.

**General:**

The difference in the work hours between the standard shift and the AWS shift must be reconciled by the application of annual, personal, or compensatory leave. The use of annual, personal, or compensatory leave in this fashion shall not be subject to selection by seniority, nor shall such hours be regarded as hours worked for the purpose of computing overtime. Conflicting provisions of Recommendation 10, Paragraph 2 (sub-paragraph 2), Recommendations 11 and 13; and Recommendation 21, Paragraph 2 are waived.

Leave without pay shall not be granted in lieu of using annual, personal, or compensatory leave. If annual, personal, or compensatory leave is exhausted, leave without pay under Recommendation 17, Paragraph 1 will be charged and the employee may be returned at management's discretion to the standard schedule for the remainder of the scheduling period without the requirements of meet and discuss and two weeks' notice and without liability. Such reversion will occur with the start of the next pay period. Reversion shall not be considered discipline. Repeated instances of exhaustion of paid leave and resultant use of Recommendation 17, Paragraph 1 leave without pay will be grounds to bar participation in the AWS in future scheduling periods.

The parties agree to attempt to equalize holiday assignments but recognize that this AWS may preclude the strict application of Recommendation 10, Paragraph 10.

Conflicting provisions of Recommendation 10, Paragraphs 2 (sub-paragraph 2) and 10 are waived.

**LEAVE ADMINISTRATION**

Sick, annual and personal leave will be earned in accordance with the schedule outlined in the Memorandum. All time that an employee is absent from work will be charged appropriately on an hour-for-hour basis.

Five (5) days of sick family time, as defined in the Memorandum, shall consist of 37.5 hours. Three (3) and/or five (5) days of sick bereavement leave, as defined in the Memorandum, shall consist of 22.5 hours and 37.5 hours respectively. Fifteen (15) days of military leave, as defined in the Memorandum, shall consist of 112.50 hours. A personal leave, civil leave, and administrative leave day shall consist of a maximum of 7.5 hours. Due consideration will be given to each employee's request for annual or personal time to allow 3 and/or 5 full days of sick bereavement. It is understood that when annual or personal leave is used to supplement sick bereavement or sick family leave, conflicting provisions of Recommendation 11, Paragraphs 2 and 5 and Recommendation 13, Paragraphs 3 and 5 are waived.

Civil or administrative leave granted on an AWS shift that exceeds 7.5 hours must be supplemented by annual, personal or compensatory leave to cover the remainder of the shift.

Employees requesting any type of leave shall be required to note in the "remarks" section of the leave request their starting and quitting times for the day(s) requested off.

Management may deny requests for or cancel approved leave in order to ensure coverage under this AWS.

### **CLASSIFICATION**

Employees shall be eligible for higher classification pay provided they have worked a minimum of 7.5 hours per work day in the higher classification and have worked this minimum for at least five full work days (7.5 hours per workday) during a calendar quarter. Conflicting provisions of Recommendation 27 are waived.

### **DISPUTE RESOLUTION**

Disputes regarding the application, meaning, or interpretation of this understanding will be resolved exclusively through the meet and discuss process at the local level. Grievance appeal rights under the Memorandum between the Commonwealth and SEIU Local 668 are not otherwise waived or modified.

For purposes of determining time frames for processing grievances, employees will be considered to be Monday through Friday employees.

### **TERMINATION**

Management may cancel the AWS with a minimum of 15 days notice to the Union if it is reasonably determined that the AWS is not meeting the goals described in the Introduction and/or the Justification Appendix, or if the criteria used to initiate the AWS have materially changed. The parties shall meet and discuss upon request regarding the reason(s) for terminating the alternate work schedule.

In the event, however, that increased costs or increased staffing needs result; operational efficiency, accreditation, certification or standards of service are adversely affected; or emergency situations arise, management reserves the right to immediately void the AWS understanding and revert to the standard schedule. Such reversion will be free of financial or other liability, and will occur without triggering relevant requirements of Recommendations 6 and 21. Whenever possible, management shall meet and discuss with the union to discuss the necessity of taking such action prior to terminating the alternate work schedule. If this is not possible, management shall meet and discuss with the union as soon as possible thereafter.

Termination of this AWS is not grievable, but the Union may appeal a termination through the resolution process set forth in Recommendation 6, Paragraph 8.

**SIGNATURES**

\_\_\_\_\_  
**SEIU Local 668 Steward**                      **Date**

\_\_\_\_\_  
**Local Management**                      **Date**

\_\_\_\_\_  
**SEIU Local 668 Business Agent**                      **Date**

\_\_\_\_\_  
**Agency Representative**                      **Date**

\_\_\_\_\_  
**Office of Administration**                      **Date**

**APPENDIX TO AWS—JUSTIFICATION FOR ALTERNATE WORK SCHEDULE<sup>19</sup>**

**Summary description of operation and services provided<sup>20</sup>:**

**Operational and/or service delivery improvement to be obtained from AWS<sup>21</sup>:**

**Measurement methodology<sup>22</sup>:**

**Targets/goals<sup>23</sup>:**

UNDERSTANDING BETWEEN

ORGANIZATIONAL ENTITY—OFFICE, FACILITY, ETC.

AND

SEIU LOCAL 668

FOR ALTERNATE WORK SCHEDULE: 9 OUT OF 10 DAYS

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CONTINUATION OF AWS BEYOND TRIAL PERIOD

With the approval of the continuation of this AWS beyond the trial period, the parties' signatures below affirm that this document will amend the original understanding by replacing its "Trial Period and Evaluation" section. It will be appended to the original understanding, all other terms of which shall remain in effect.

The continuation is effective on date. It is recognized that management will conduct a review and evaluation at the conclusion of each 12 month period to ascertain the impact on cost, complement, efficiency, service to clients, and other appropriate program criteria, and to ensure that the goals stated in the Introduction and Justification Appendix have been met. The results of such reviews/evaluations will be submitted to the agency and Office of Administration. However, the requirement for such annual review/evaluation does not preclude management's performance of additional reviews at any other point. The results of any and all reviews/evaluations shall be reported to the agency and the Office of Administration.

SIGNATURES

\_\_\_\_\_  
PSSU Steward                      Date

\_\_\_\_\_  
Local Management                      Date

\_\_\_\_\_  
PSSU Business Agent                      Date

\_\_\_\_\_  
Agency Representative                      Date

\_\_\_\_\_  
Office of Administration                      Date

<sup>1</sup> A 9 out of 10 schedule can be used only for employees whose standard work schedule is 37.5 hours per week. Another configuration would be required for an AWS involving employees whose standard schedule is 40 hours per week, with appropriate adjustments made throughout this format.

<sup>2</sup> The trial period should be a minimum of six months in length, but a longer one may be established.

<sup>3</sup> See attachment to this template entitled “Continuation Beyond Trial Period.” Upon written approval of continuation, this must be completed and appended to the AWS understanding.

<sup>4</sup> Identify by bargaining or supervisory unit (insert alpha/numeric code) status, class, work location. E.g., “...within the F4 bargaining unit, all permanent, full-time Income Maintenance Caseworkers in the \_\_\_\_ County Assistance Office.”

<sup>5</sup> When developing the AWS, management and the union must set forth the shift schedule options that will be available. Examples of scheduling descriptions are contained below. The examples apply to employees whose standard schedule is Monday through Friday, 37.5 hours per week. Keep in mind that these schedules are only examples and the parties must establish the AWS schedules that will be available to employees and that satisfy the goals of the AWS, and that reflect the parameters of the standard schedule and the AWS being developed (e.g., 4 day work week for a 40 hour operation, etc.).

If a staggered work hours schedule is available, it must be clarified that it is not part of the alternate work schedule. In a staggered work hours schedule, shift starting/ending times are varied so that, for example, some employees may be scheduled to work 7:30 a.m.-3:30 p.m., others 8:00 a.m.-4:00 p.m., others 8:30 a.m.-4:30 p.m., etc. A staggered work hours schedule, when established, is governed by the provisions of Recommendation 6, Hours of Work, exclusive of Paragraph 8. If the staggered schedule involves waivers of shift preference (e.g., to accommodate rotation/periodic re-selection), it should be established via a separate local agreement; otherwise, shift assignment is made per Recommendation 29, Paragraph 13.

<sup>6</sup> Describe the standard schedule, e.g., Monday through Friday, 8:30 a.m. to 5:00 p.m. with one hour unpaid lunch; or, 12:00 p.m. to 8:30 p.m. with half hour unpaid lunch.

<sup>7</sup> Include reference to staggered if appropriate.

<sup>8</sup> Include/delete staggered hours language as appropriate.

<sup>9</sup> These are examples.

<sup>10</sup> These are examples of a 9 out of 10 day schedule. Other AWS configurations would entail differently constructed ones. Schedules that are currently configured in SAP should be used when possible.

<sup>11</sup> Scheduling periods are to be determined by the parties, but should be of sufficient length to avoid operational disruption and excessive administrative effort.

<sup>12</sup> Include/delete this paragraph addressing staggered shifts as appropriate.

<sup>13</sup> ROTATION OPTION – This paragraph can be added to the language above to allow less senior participants to have an opportunity for preferred schedules.

<sup>14</sup> Include/delete reference to staggered shifts as appropriate.

<sup>15</sup> Include/delete reference to staggered shifts in this paragraph as appropriate.

<sup>16</sup> When developing this the AWS, the parties must select either OPTION 1 or OPTION 2. Whichever option is selected must apply to all employees who work an alternate schedule under the understanding.

<sup>17</sup> OPTION 1 – This paragraph is used for reversion to the pre-selected standard schedule.

<sup>18</sup> OPTION 2 – This paragraph and all following text under “Holidays” are used to continue the alternate work schedule when holidays occur.

<sup>19</sup> This is to contain information about the basic business functions of the operation and how they will be positively affected by the AWS. It must describe the tangible, measurable outcomes that are expected to be achieved. These will vary across operations, but might include such things as operational cost-savings, increased revenues, greater access/expanded service for customers, improved resident care outcomes, better access to/distribution of work tools/resources to staff that enhances productivity. Details and cost analysis are needed.

<sup>20</sup> Provide enough detail about aspects of operations/service affected by AWS to ensure reviewers’ understanding.

<sup>21</sup> Describe specific, measurable, improved outcomes that will result from the AWS and why they cannot be achieved without the AWS.

<sup>22</sup> Explain the production/outcome variables to be examined, how they will be captured and measured, and periods of time within which this will occur.

<sup>23</sup> List quantified outcomes expected to be realized as a result of the AWS, contrasting these outcomes with those that would result without the AWS.

<sup>24</sup> Upon written approval of continuation, this must be signed and appended to the AWS understanding. It then becomes part of the understanding.

## **FLEX TIME TEMPLATE**

### **INSTRUCTIONS FOR USE**

*This template is based on a standard schedule consisting of a 37.5/40 hour, five day work week. Appropriate modifications may be necessary to adapt it to different standard schedules or flex time work schedules other than those contained in the examples within.*

*Italicized and/or underlined areas are instructional and/or indicate the need to insert information. Other instructions are contained in the endnotes.*

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### **UNDERSTANDING BETWEEN**

**ORGANIZATIONAL ENTITY—OFFICE, FACILITY, ETC.**

**AND**

**SEIU LOCAL 668**

**FOR FLEX TIME WORK SCHEDULE**

### **INTRODUCTION**

This understanding is entered into between (organizational entity—e.g., office, facility, etc.), of the (agency name) and SEIU Local 668, for the exclusive purpose of applying the provisions of Recommendation 6, Paragraph 8 of the Memorandum between the Commonwealth and the Union in establishing a flex time work schedule (FTWS).

The goals of this understanding are to improve the quality of work life of employees and improve the Employer's operational efficiency and/or delivery of service. The parties believe that the Union has demonstrated a reasonable expectation that this FTWS will accomplish these goals, as described in the appendix to this understanding titled "Justification." It is agreed and understood that the FTWS will not cause or require the Commonwealth to expend additional funds, add additional staff or budget for additional costs in order to comply with the conditions of this understanding. Further, there shall be no impairment of operational efficiency, jeopardizing of accreditation, or deleterious impact on standards of service (provision of care, etc.) posed by implementation of this understanding, nor shall this understanding provide for an unreasonable number of schedules. No additional benefits are to accrue to employees as a result of this FTWS.

It is recognized that the development and implementation of this understanding arises within the context of "meet and discuss," and all discussions conducted shall be in accordance with the meet and discuss provisions of the Memorandum.

In accordance with Recommendation 6, Paragraph 8.a. of the Memorandum, aspects of this understanding may be at variance with specific provisions of the Memorandum. It is understood that Recommendation 6, Paragraphs 1, 3, and 7 are waived in order to establish this FTWS. In addition, the parties recognize that all relevant Memorandum language may not have been specifically waived in this understanding and agree that such provisions are waived to the extent that they conflict with the intent of the FTWS.

This understanding is established without prejudice to the rights of either party and shall set no precedent for any future action. The Memorandum between the Commonwealth and SEIU Local 668 remains in force and effect except as modified by this FTWS understanding.

### **TRIAL PERIOD AND EVALUATION**

The schedule will be implemented on a six-month<sup>1</sup> trial basis from \_\_\_\_\_ to \_\_\_\_\_. The parties recognize that an evaluation will be conducted by management at the conclusion of the trial period to ascertain the impact on cost, complement, efficiency, service to clients, and other appropriate program criteria, and to ensure that the goals stated in the Introduction and Justification Appendix have been met. Such evaluation will be submitted for review by the agency and Office of Administration before continuation of the FTWS beyond the trial period can be authorized. Such continuation must be approved in writing and the terms of continuation will be appended to this understanding and will supersede this "Trial Period and Evaluation" section.<sup>2</sup>

If the FTWS is continued beyond the trial period, management will thereafter conduct a review at the conclusion of each 12 month period to ensure that the goals stated in the Introduction and Justification Appendix continue to be met. However, the requirement for such annual review does not preclude management's performance of additional reviews at any other point. The results of any and all reviews shall be reported to the agency and the Office of Administration.

### **ELIGIBILITY**

Employees eligible for participation in the FTWS are \_\_\_\_.<sup>3</sup> Employees may not participate in the FTWS during their contractual initial hire and promotional probationary periods with the Commonwealth. Management may authorize exceptions to this requirement for valid reasons.

It is understood that the FTWS is not a substitute for adherence to time and attendance policies. Participation is dependent on maintaining positive leave balances. Management shall have the right to disqualify an employee from initial or continued participation in any FTWS when documented abuse

(defined as imposition of discipline and/or leave restriction) of time and attendance policy has occurred or the employee's productivity has deteriorated while on the FTWS. Disqualification is not considered discipline and the provisions of Recommendation 6, Paragraph 5 and Recommendation 21, Paragraph 1 shall not apply when the employee reverts to the standard schedule. Meet and discuss shall be the appropriate forum for resolution of disputes arising from such disqualifications; however, the grievance procedure will remain available for appeals of any attendant disciplinary action.

#### **SCHEDULES<sup>4</sup>**

The "standard" schedule will continue to be \_\_\_\_.<sup>5</sup> Employees who do not participate in an FTWS will continue with the standard schedule or their current staggered version of the standard schedule,<sup>6</sup> subject to the provisions of Recommendation 6, Paragraph 5.

#### **Staggered Work Hours Schedules<sup>7</sup>**

It is understood that a staggered work hours schedule is not an FTWS and that the decision to establish/continue a staggered work hours schedule is exclusively management's and not subject to the terms of Recommendation 6, Paragraph 8 or this understanding. A "staggered work hours schedule" for the purpose of this understanding is a schedule in which employees work 7.5 consecutive hours per day (exclusive of a meal period) for five (5) consecutive days in a work week, and that has differing start and/or end times from the standard schedule for these 7.5 hour shifts. The hours worked by an employee remain the same each work day.

Employees may be assigned to or select from the following schedules that consist of 7.5 work hours each day (37.5 hours per week) with an unpaid meal period as indicated.<sup>8</sup> Assignment to shifts will be made by seniority in accordance with Recommendation 29, Paragraph 13. Management will determine the number of employees that can be accommodated on each shift and may adjust shifts in accordance with the provisions of Recommendation 6, Paragraph 5.

#### **One-Half Hour Meal Period Monday through Friday**

7:30 a.m. to 3:30 p.m.  
8:00 a.m. to 4:00 p.m.  
8:30 a.m. to 4:30 p.m.  
9:00 a.m. to 5:00 p.m.

#### **One Hour Meal Period Monday through Friday**

7:30 a.m. to 4:00 p.m.  
8:00 a.m. to 4:30 p.m.  
8:30 a.m. to 5:00 p.m.  
9:00 a.m. to 5:30 p.m.

## **Flex Time Work Schedules**

Eligible employees may elect to work a FTWS in accordance with the following parameters<sup>9</sup>:

- Participants will work 75/80<sup>10</sup> hours per pay period.
- No more than 40<sup>11</sup> hours may be worked in any week.
- Work must be performed on each work day of the Monday through Friday work week.
- Participants will provide their supervisors with their planned FTWS for the pay period \_\_\_ work days prior to the first work week it is to be effective; supervisors will communicate approval/disapproval \_\_\_ work days in advance of that work week.
- Schedules will include a description of how rest and meal periods will be administered on the FTWS.

### ***Additional parameters, Option #1 (Fixed Shift Length)<sup>12</sup>***

- Each work day will consist of 7.5/8 hours but the start and end times may vary each day.
- Each work day must start between \_\_\_ and \_\_\_, and end between \_\_\_ and \_\_\_.

### ***Additional parameters, Option #2 (Varying Shift Length)***

- The number of hours worked each work day may vary.
- No more than \_\_\_ hours of work may be performed on a given work day.
- Core hours each work day, during which participants must work, are \_\_\_ - \_\_\_.
- Each work day must start between \_\_\_ and \_\_\_, and end between \_\_\_ and \_\_\_.
- The number of hours worked in each work week in a pay period may differ, except that no fewer than 35 and no more than 40 may be worked in a given week.

## **FTWS SELECTION**

At<sup>13</sup> the same time as employees elect to participate in the FTWS, they shall also request approval for a reversion schedule from among those schedules listed in the above provisions regarding staggered work hour schedules. Selection preference will be governed per the parameters described in those provisions. The reversion schedule is the schedule which shall be in effect for the employee for any period during which the FTWS is not in effect.

When participating in the FTWS an employee may, with supervisory approval, revert to his/her pre-selected standard schedule. The provisions of Recommendation 6, Paragraphs 5 and 7, and Recommendation 21, Paragraph 1 are waived in cases of reversion. After such reversion, re-entry into the FTWS at a time of the employee's choosing cannot be guaranteed and is subject to management's discretion.

Employees entering the work unit after the selection has occurred, if they meet the eligibility requirements and choose to work an FTWS, will be afforded such a schedule subject to management's determination of an ability to place them on one, and if so, subject to management's determination of where the need exists. If such entry into a work unit is due to the involuntary transfer of an employee who was an FTWS participant in his prior work unit, and his FTWS schedule cannot be continued in the new unit, management and the local union will meet and discuss to explore alternatives. Recommendation 6, Paragraph 5 and Recommendation 21, Paragraph 1 are waived in effecting such placement for these employees.

### **SCHEDULE ADJUSTMENTS**

In furtherance of the goals of this FTWS, management has the option to adjust hours/schedules for individual/groups of employees when necessary for training, operational needs, and/or emergency purposes. Such adjustment may include reversion to the standard or a staggered<sup>14</sup> work schedule if maintaining the FTWS is not feasible. When possible, management will inform employees of such schedule change at least 2 weeks in advance. Recommendation 6, Paragraphs 5 and 7, and Recommendation 21, Paragraph 1 are waived in the event of a schedule change made pursuant to this paragraph.

Employees scheduled for disciplinary suspension; for attendance at meetings, hearings, and training sessions; or for other special circumstances that cannot be accommodated within the FTWS; or who are on approved paid leave or leave without pay that cannot be accommodated within the FTWS or is disruptive to operations shall revert to the standard or their pre-selected staggered shift schedule during the weeks/pay periods the suspension, special assignment or circumstance, or leave is in effect. When reversion occurs, employees shall charge annual, personal, or compensatory leave for any difference between the number of hours required to be worked under their FTWS and the number of hours actually worked on their standard or staggered shift schedule.<sup>15</sup> The provisions of Recommendation 11, Paragraph 2 and Recommendation 13, Paragraph 3 shall not be applicable to leave used for this purpose. In effecting such reversion, there shall be no requirement to apply the provisions of Recommendation 6, Paragraphs 5 and 7 and Recommendation 21, Paragraph 1.<sup>16</sup>

If, after supervisory approval of a biweekly FTWS, there is a need to change the schedule, participants will contact their supervisors to secure approval for such change and obtain instructions as necessary relative to work assignments. An exception to the requirement to secure supervisory approval will be made in an emergency circumstance when the supervisor or someone else in the chain of command cannot be contacted. When this occurs, a post-situation review will be conducted whether this authority will be retained or prospectively modified for the employee.

## **STAFFING**

Management shall determine the number of employees who can participate in the FTWS program at any given time. It is understood that staffing is a management function and that the work unit must be adequately staffed on a regular basis. Adjustments to participation levels may be made by management based upon operational considerations. Adequate managerial and supervisory oversight as determined by management must be maintained. Neither managerial nor supervisory staff shall be mandated to select an FTWS or be required to work in a lower classification or any other unit in order that an FTWS selection can be accommodated. Recommendation 6, Paragraphs 5 and 7, and Recommendation 21, Paragraph 1 are waived in the event termination of the FTWS is required due to the lack of adequate managerial/supervisory oversight. Disputes arising from the application of this paragraph shall be handled through the meet and discuss process and not the grievance procedure.

Employees who choose to participate in the FTWS program acknowledge that their work assignments may be varied to accommodate the change in hours of work. Management, however, shall not be obligated to change work assignments or location in order to accommodate employee requests for or changes to the FTWS.

## **COMPENSATION AND OVERTIME**

An employee not in compensable status for 75 hours in a pay period shall be entitled to compensation only for the hours in compensable status.

Employees selecting an FTWS shall continue to receive a paycheck for 75 regular hours in each biweekly pay period, even though employees will work both more and fewer than 37.5 regular hours in each week of a pay period.<sup>17</sup>

Time and one-half will be paid for work in excess of 8 hours in a work day or 40 hours in a work week. For equalization purposes, overtime will be considered as work in excess of 7.5 hours in a work day or 37.5 hours in a work week.<sup>18</sup>

Time and one-half will be paid for work in excess of 40 hours in a work week. For equalization purposes, overtime will be considered as work in excess of 75 hours per pay period.<sup>19</sup>

Work hours in any FTWS shift that fall within the 24 hour period following the start of the preceding shift ("lap time," "quick return time") will not be considered as hours in excess of 8 per work nor be compensated as such.

Any obstacle to management's ability to equalize that is the result of the FTWS is not grievable, but will be resolved through meet and discuss.

Conflicting provisions of Recommendation 21, Paragraphs 1, 3, and 5 are waived.

## **REST PERIODS**

Employees shall be permitted an uninterrupted 15 minute paid rest period during each 3.75 hour period worked, with no more than 10 such rest periods per work week. Scheduling of rest periods will be in accordance with Recommendation 7 of the Memorandum. Any conflicting provisions of Recommendation 7 are modified as above or waived as appropriate.

## **MEAL PERIODS**

Employees shall be granted an unpaid meal period as set forth in Recommendation 8, Paragraph 1...<sup>20</sup>

Employees shall be granted an unpaid meal period on any work day that exceeds 5 hours, which shall fall within the \_\_\_ and \_\_\_ hours, inclusive, of the work day...<sup>21</sup>

...unless otherwise approved by the employer or unless emergencies or operational need requires a variance. The meal periods will begin at a time approved by management. All requests to modify the time of a meal period require management approval. Conflicting provisions of Recommendation 8 are modified as above or waived as appropriate.

## **HOLIDAYS**

During the pay period in which a holiday falls, employees shall revert to the standard or their pre-selected staggered shift schedule for that day. The provisions of Recommendation 6, Paragraphs 5 and 7 and Recommendation 21, Paragraph 1 are waived in the event of reversion. The scheduling of work days on the FTWS must ensure that holiday reversion does not result in a work week of more than 40 hours.

If the employee does not work on the holiday, he/she will be compensated at the straight time rate of pay in an amount equal to the number of hours in a shift on the employee's standard schedule.

For a holiday falling on a regular day off that is not worked, paid time off up to the number of hours in the employee's standard shift, at the straight time rate, will be awarded for a holiday other than a special holiday falling on a regular day off, and will be scheduled by management if the employee's request cannot be granted.

Employees who work on a holiday will be compensated in accordance with Recommendation 10.

The parties agree to attempt to equalize holiday assignments but recognize that this FTWS may preclude the strict application of Recommendation 10, Paragraph 10. Meet and discuss, in lieu of the grievance procedure, will be the appropriate means of resolving disputes related to holiday equalization.

Conflicting provisions of Recommendation 10, Paragraphs 2 (paragraph 2) and 10 are waived.

## **LEAVE ADMINISTRATION**

Sick, annual and personal leave will be earned in accordance with the schedule outlined in the Memorandum. Five (5) days of sick family time, as defined in the Memorandum, shall consist of 37.5 hours. Three (3) and/or five (5) days of sick bereavement leave, as defined in the Memorandum, shall consist of 22.5 hours and 37.5 hours respectively. Fifteen (15) days of military leave, as defined in the Memorandum, shall consist of 112.50 hours. A personal leave, civil leave, and administrative leave day shall consist of a maximum of 7.5 hours.

The parties recognize that the FTWS affords participants an opportunity to be off from work at times that would on a standard/staggered shift schedule require the use of leave. However, any absence that cannot be accommodated within the FTWS will be charged appropriately on an hour-for-hour basis.

Civil or administrative leave granted on an FTWS shift that exceeds 7.5 hours must be supplemented by annual, personal or compensatory leave to cover the remainder of the shift.

Employees requesting any type of leave shall be required to note in the "remarks" section of the leave request their starting and quitting times for the day(s) requested off.

Management may deny requests for or cancel approved leave in order to ensure coverage under this FTWS.

## **CLASSIFICATION**

Employees shall be eligible for higher classification pay provided they have worked a minimum of 7.5 hours per work day in the higher classification and have worked this minimum for at least five full work days (7.5 hours per workday) during a calendar quarter. Conflicting provisions of Recommendation 27 are waived.

## **RECORD KEEPING**

It is recognized that the (*organizational entity*) and FTWS participants have an obligation to be accountable for maintaining accurate records of staff hours worked and paid. Because the scheduling flexibility afforded by this understanding does not lend itself to the typical means of tracking these, staff will submit to the supervisors the form attached to this understanding in Appendix \_\_\_ no later than \_\_\_ work days following the end of each pay period. This form will reconcile any differences between the originally approved schedule and hours actually worked, and after supervisory approval, will be retained as a record of staff work hours and activity for the identified pay period.

**DISPUTE RESOLUTION**

Disputes regarding the application, meaning, or interpretation of this understanding will be resolved exclusively through the meet and discuss process at the local level. Grievance appeal rights under the Memorandum between the Commonwealth and SEIU Local 668 are not otherwise waived or modified.

For purposes of determining time frames for processing grievances, employees will be considered to be Monday through Friday employees.

**TERMINATION**

Management may cancel the FTWS with a minimum of 15 days notice to the Union if it is reasonably determined that the FTWS is not meeting the goals described in the Introduction and/or the Justification Appendix, or if the criteria used to initiate the FTWS have materially changed. The parties shall meet and discuss upon request regarding the reason(s) for terminating the FTWS.

In the event, however, that increased costs or increased staffing needs result; operational efficiency, accreditation, certification or standards of service are adversely affected; or emergency situations arise, management reserves the right to immediately void the FTWS understanding and revert to the standard schedule. Such reversion will be free of financial or other liability, and will occur without triggering relevant requirements of Recommendations 6 and 21. Whenever possible, management shall meet and discuss with the union to discuss the necessity of taking such action prior to terminating the FTWS. If this is not possible, management shall meet and discuss with the union as soon as possible thereafter.

Termination of this FTWS is not grievable, but the Union may appeal a termination through the resolution process set forth in Recommendation 6, Paragraph 8.

**SIGNATURES**

\_\_\_\_\_  
**SEIU Local 668 Steward**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Local Management**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**SEIU Local 668 Business Agent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Agency Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Office of Administration**

\_\_\_\_\_  
**Date**

**APPENDIX TO FTWS—JUSTIFICATION FOR FTWS (*TEMPLATE*)<sup>22</sup>**

**Summary description of operation and services provided<sup>23</sup>:**

**Operational and/or service delivery improvement to be obtained from FTWS<sup>24</sup>:**

**Measurement methodology<sup>25</sup>:**

**Targets/goals<sup>26</sup>:**

**UNDERSTANDING BETWEEN**  
**ORGANIZATIONAL ENTITY—OFFICE, FACILITY, ETC.**  
**AND**  
**SEIU LOCAL 668**  
**FOR FLEX TIME WORK SCHEDULE**

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**CONTINUATION OF FTWS BEYOND TRIAL PERIOD**

With the approval of the continuation of this FTWS beyond the trial period, the parties' signatures below affirm that this document will amend the original understanding by replacing its "Trial Period and Evaluation" section. It will be appended to the original understanding, all other terms of which shall remain in effect.

The continuation is effective on date. It is recognized that management will conduct a review and evaluation at the conclusion of each 12 month period to ascertain the impact on cost, complement, efficiency, service to clients, and other appropriate program criteria, and to ensure that the goals stated in the Introduction and Justification Appendix have been met. The results of such reviews/evaluations will be submitted to the agency and Office of Administration. However, the requirement for such annual review/evaluation does not preclude management's performance of additional reviews at any other point. The results of any and all reviews/evaluations shall be reported to the agency and the Office of Administration.

**SIGNATURES**

\_\_\_\_\_  
**PSSU Steward**                      **Date**

\_\_\_\_\_  
**Local Management**                      **Date**

\_\_\_\_\_  
**PSSU Business Agent**                      **Date**

\_\_\_\_\_  
**Agency Representative**                      **Date**

\_\_\_\_\_  
**Office of Administration**                      **Date**

<sup>1</sup>The trial period should be a minimum of six months in length, but a longer one may be established.

<sup>2</sup> See attachment to this template entitled “Continuation Beyond Trial Period.” Upon written approval of continuation, this must be completed and appended to the FTWS understanding.

<sup>3</sup> Identify by bargaining or supervisory unit (insert alpha/numeric code) status, class, work location. E.g., “...within the F4 bargaining unit, all permanent, full-time (classification) in the \_\_\_\_ Office.”

<sup>4</sup> When developing the FTWS, management and the union must set forth the schedule(s) that will be available to employees and that satisfy the goals of the FTWS, and that reflect the parameters of the standard schedule and the FTWS being developed.

If a staggered work hours schedule is available, it must be clarified that it is not part of the FTWS. In a staggered work hours schedule, shift starting/ending times are varied so that, for example, some employees may be scheduled to work 7:30 a.m.-3:30 p.m., others 8:00 a.m.-4:00 p.m., others 8:30 a.m.-4:30 p.m., etc. However, the individual employee’s hours remain the same each work day. A staggered work hours schedule, when established, is governed by the provisions of Recommendation 6, Hours of Work, exclusive of Paragraph 8. If the staggered schedule involves waivers of shift preference (e.g., to accommodate rotation/periodic re-selection), it should be established via a separate local agreement; otherwise, shift assignment is made per Recommendation 29, Paragraph 13.

<sup>5</sup> Describe the standard schedule, e.g., Monday through Friday, 8:30 a.m. to 5:00 p.m. with one hour unpaid lunch

<sup>6</sup> Include reference to staggered if appropriate.

<sup>7</sup> Include/delete staggered hours language as appropriate.

<sup>8</sup> These are examples.

<sup>9</sup> These parameters apply to any FTWS. The additional parameters below are specific to the noted FTWS options. Other FTWS configurations could involve different parameters.

<sup>10</sup> Here and throughout the document, choose the entry appropriate to the standard schedule in referring to pay period, work week and work day.

<sup>11</sup> This reference to 40 hours is applicable to both a 37.5 and 40 hour standard schedule.

<sup>12</sup> The parameters contained in each option are in addition to the preceding ones, which are applicable to any FTWS.

<sup>13</sup> Include/delete this paragraph addressing staggered shifts as appropriate.

<sup>14</sup> Include/delete reference to staggered shifts as appropriate.

<sup>15</sup> This sentence applies to Option # 2, wherein FTWS work days can vary in length from the standard schedule work day.

<sup>16</sup> Include/delete reference to staggered shifts in this paragraph as appropriate.

<sup>17</sup> This sentence applies to Option # 2.

<sup>18</sup> This paragraph applies to Option # 1.

<sup>19</sup> This paragraph applies to Option # 2.

<sup>20</sup> This language applies to Option # 1.

<sup>21</sup> This language applies to Option # 2. The hours within which the meal period is to fall will depend on the allowable length of the work day; but they should be hours that correspond to the approximate middle of the work day.

<sup>22</sup> This is to contain information about the basic business functions of the operation and how they will be positively affected by the FTWS. It must describe the tangible, measurable outcomes that are expected to be achieved. These will vary across operations, but might include such things as operational cost-savings, increased revenues, greater access/expanded service for customers, improved resident care outcomes, better access to/distribution of work tools/resources to staff that enhances productivity. Details and cost analysis are needed.

<sup>23</sup> Provide enough detail about aspects of operations/service affected by FTWS to ensure reviewers' understanding.

<sup>24</sup> Describe specific, measurable, improved outcomes that will result from the FTWS and why they cannot be achieved without the FTWS.

<sup>25</sup> Explain the production/outcome variables to be examined, how they will be captured and measured, and periods of time within which this will occur.

<sup>26</sup> List quantified outcomes expected to be realized as a result of the FTWS, contrasting these outcomes with those that would result without the FTWS.

<sup>27</sup> Upon written approval of continuation, this must be signed and appended to the FTWS understanding. It then becomes part of the understanding.

## **APPENDIX K**

### **RULES OF THE ACCELERATED GRIEVANCE PROCEDURE**

#### **RULE 1 GENERAL PROCEDURES**

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

The Union shall reduce the initial grievance to writing, indicate the specific Recommendation(s) of the Memorandum alleged to have been violated, briefly describe the nature of the alleged violation(s), and describe the remedy requested. The initial grievance shall be filed according to the procedures described in Recommendation 32, Paragraph 6, STEP 1, Sub-paragraph 1.

##### **Section 2. Order of Presentation**

Throughout all steps of the Accelerated Grievance Procedure, the Commonwealth must present its case and evidence first in all disciplinary matters, including discharge, involuntary demotion, suspension and reprimand grievances. The Union will present its case and evidence first in all contract interpretation grievances.

##### **Section 3. Witnesses**

At any step of the Accelerated Grievance Procedure, grievants and witnesses may appear and provide testimony in person only upon the mutual agreement of both parties. Otherwise, testimony shall be provided through written witness statements. These statements must contain the following clause:

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

The name of the witness must be typed or printed clearly and legibly on all witness statements. All statements must be signed and dated by the witness. If an individual other than the witness types or writes the witness statement, the typist or writer must be legibly identified on the witness statement.

At arbitration hearings held for termination cases, grievants and witnesses may appear and testify in person.

## RULE 2

### STEP 1 LOCAL GRIEVANCE MEETING

#### Section 1. Function

It shall be the sole purpose of the Step 1 local grievance meeting representatives to discuss grievances and attempt to mutually resolve disputes at the local level. Representatives from both parties shall have the authority to render final and binding decisions on all grievances properly brought before them. If a Business Agent is not present at the Step 1 local grievance meeting, any settlement must be reviewed by the Business Agent prior to finalizing the settlement. Such decisions shall not operate as precedent.

#### Section 2. Composition

All Step 1 local grievance meetings shall consist of two Employer representatives, including a local office manager or supervisor (not represented by SEIU Local 668) and an Employee Relations analyst or Field Human Resource Officer, and two Union representatives, including a Business Agent and shop steward or other Union designees.

#### Section 3. Time and Location

Step 1 local grievance meetings shall be scheduled monthly, if necessary, and shall occur at a time and local location mutually agreed to by the parties. Step 1 meeting representatives shall meet in person unless the parties mutually agree to hold meetings via teleconference or videoconference.

#### Section 4. Meeting Dockets

No less than fifteen (15) working days prior to a scheduled Step 1 grievance meeting, the local Union representative shall provide the local Employer representative with a list of grievances to be heard at the meeting. Should the Union have no grievances to discuss in a given month, the parties may mutually agree to cancel the Step 1 meeting. During the Step 1 meeting, the parties must exchange and discuss all of the then known information each party will use to support their respective case.

## RULE 3

### STEP 2 AGENCY SETTLEMENT CONFERENCE

#### Section 1. Function

It shall be the sole purpose of all Agency Settlement Conference panels to discuss unresolved grievances from Step 1 and attempt to mutually resolve the disputes. The parties will assign Step 2 panel members who will have the authority to render final and binding decisions on all grievances properly brought before them subject to any internal protocol that may be in place for either party. Such decisions shall not operate as precedent.

## Section 2.      Composition

All Agency Settlement Conference panels shall consist of one Union Business Agent, or other Union designee and one agency Employee Relations representative or other Employer designee, neither of whom may be directly involved in the grievances to be discussed at the Agency Settlement Conference. The participation of more than one representative from each side may occur upon mutual agreement of the parties.

## Section 3.      Time and Location

The Step 2 Agency Settlement Conference panels shall convene on a quarterly basis, or more frequently if necessary, at a date and time mutually agreed upon by the parties. Meetings may be in person at a mutually agreed upon location or by teleconference or videoconference as agreed upon by the panels.

## Section 4.      Meeting Dockets

No less than fifteen (15) working days prior to a scheduled Agency Settlement Conference, the Union representative shall provide the agency Employee Relations representative with a list of grievances to be discussed along with all accompanying Union grievance packets. Union grievance packets shall include copies of the original grievance, the Step 1 and Step 2 responses if issued, and copies of all documentation to be relied upon as evidence by the Union. After receiving the Union's list of grievances and grievance packets and no less than three (3) working days prior to the scheduled Agency Settlement Conference, the agency Employee Relations representative shall provide the Union with a docket of the cases in the order they will be discussed along with all accompanying Employer grievance packets. The Employer grievance packets shall contain copies of all documentation to be relied upon as evidence by the Employer. The exchange of lists, dockets, and grievance packets may be done via e-mail. Any newly discovered evidence not provided in the grievance packets must be exchanged per the terms of Recommendation 32, Paragraph 6, STEP 2, Sub-paragraph 4. Once the docket has been prepared and distributed, no additional cases can be added to the docket for that meeting unless mutually agreed by the parties.

## Section 5.      Postponements

A scheduled Agency Settlement Conference may be postponed until a later date upon mutual agreement of the parties. Postponements are to be requested only when necessary and should be uncommon. The parties shall be reasonable in granting postponements requested by the other party.

RULE 4  
STEP 3 JOINT STATE COMMITTEE MEETINGS

Section 1.     Function

The operation of the Joint State Committee shall be in accordance with these procedures and other rules as may be adapted from time to time upon mutual agreement of the parties. It shall be the sole purpose of the Joint State Committee to discuss unresolved grievances from Step 1 and Step 2 and attempt to mutually resolve the disputes. The parties will assign Joint State Committee members who will have the authority to render final and binding decisions on all grievances properly brought before them.

Section 2.     Composition

The Joint State Committee shall be composed of two representatives from the Union and two representatives from the Employer and must at all times consist of an equal number of representatives from both parties. The parties will alternate appointing an Acting Chairperson for each Joint State Committee meeting. For each grievance heard before the Joint State Committee, each party shall assign a presenter to present their respective side's case and evidence to the Committee. Each party shall declare, prior to the presentation of its case, whether there will be a co-presenter for the respective case. The number of co-presenters shall be limited to two (2) for each party during each case, and a co-presenter shall only supplement the presentation of the case in chief. No representative of either side who participated in the Step 1 or Step 2 meetings shall be permitted to sit on the Joint State Committee at Step 3, however, representatives of either side who participated in the Step 1 or Step 2 meetings may be permitted to be presenters or co-presenters at the Joint State Committee.

Witnesses or grievants who, upon the mutual agreement of both parties, appear and testify at the Joint State Committee during regularly scheduled working hours shall be granted administrative leave, including reasonable travel time, not to exceed the total hours in their regularly scheduled work shift. Grievants and witnesses will provide written notice to their supervisor at least one week prior to the Joint State Committee. Under no circumstances will Union witnesses or grievants be compensated for appearances or travel occurring during a day or time they are not scheduled to work.

A Union representative who is also an employee of the Commonwealth and who presents a grievance or sits on the panel at the Joint State Committee during regularly scheduled working hours shall be granted administrative leave, including reasonable travel time, not to exceed the total hours in their regularly scheduled work shift. Employee representatives will provide written notice to their supervisor at least one week prior to the Joint State Committee. Under no circumstances will such Union presenters or panel members be compensated for appearances or travel occurring during a day or time they are not scheduled to work.

An impartial arbitrator selected from a panel of permanent arbitrators agreed upon by the parties shall serve as the fifth member of the Committee during cases involving discharges, suspensions, disciplinary demotions, and grievances filed under the terms of Recommendation 29,

Paragraph 17. Panel arbitrators will serve on a rotating basis. During the hearing, only Committee members, presenters, co-presenters, and individuals directly involved in the case being heard shall be permitted to sit in the immediate area where the hearing is being conducted. No spectators or observers shall be permitted to participate in the presentation, discussion, or questioning.

### Section 3. Time and Location

The Joint State Committee shall meet on a quarterly basis unless the parties mutually agree otherwise, at a location mutually agreeable to both parties.

### Section 4. Meeting Dockets

No less than twenty (20) working days prior to a scheduled Joint State Committee meeting, the Union shall provide the Bureau of Employee Relations, Office of Administration, with a list of grievances to be heard along with all accompanying Union grievance packets. Union grievance packets shall include copies of the original grievance, the Step 1 and Step 2 responses if issued, and copies of all documentation to be relied upon as evidence by the Union. After receiving the Union's list of grievances and grievance packets and no less than five (5) working days prior to the scheduled Joint State Committee meeting, the Bureau of Employee Relations, Office of Administration, shall provide the Union with a docket of the cases in the order they will be discussed along with all accompanying Employer grievance packets. The Employer grievance packets shall contain copies of all documentation to be relied upon as evidence by the Employer. The exchange of grievance lists, dockets, and grievance packets may be done via e-mail. The Union may send the list of grievances and grievance packets to [RA-OABER-GRIEVANCE@pa.gov](mailto:RA-OABER-GRIEVANCE@pa.gov) and the Employer may send the docket and grievance packets to [commonwealthgrievances@seiu668.org](mailto:commonwealthgrievances@seiu668.org). Once the docket has been prepared and distributed, no additional cases can be added to the docket for that meeting unless mutually agreed by the parties.

### Section 5. Newly Discovered Evidence

Any newly discovered evidence not provided in the grievance packets must be exchanged per the terms of Recommendation 32, Paragraph 6, STEP 3, Sub-paragraph 4. The only permissible exceptions to the "48-hour rule" are bargaining history, precedent setting arbitration awards, precedent setting settlements, court decisions, and labor board decisions. Failure of either party to comply with the "48-hour rule" shall constitute grounds for the Committee to refuse to consider the evidence in question if an objection to its introduction is raised.

### Section 6. Settlements

In the event that a grievance that has been placed on the Joint State Committee docket has been settled by the parties prior to the case being presented to the Committee, each party shall inform their respective Committee representatives prior to the case being heard and the grievance shall be removed from the docket.

## Section 7. Procedure

For each grievance, each party will have the opportunity to present their case in chief. Following each case in chief, the opposing party will have the opportunity to offer rebuttal. Following both case presentations and rebuttals, the Committee members will have the opportunity to ask questions of the presenters and co-presenters. Following questions from the Committee, the Committee shall retire to executive session. Voting in executive session shall be done by “show of hands.” No individuals (including the arbitrator) other than the Committee members from the respective parties shall be permitted into the executive session. If the executive session vote results in a majority conclusion, such conclusion shall be reduced to writing by the Acting Chairperson and signed by all members of the Committee.

## Section 8. Committee Arbitrator

If the parties are unable to reach a decision by majority vote in the executive session and the matter is turned over to the Committee arbitrator per the terms of Recommendation 32, Paragraph 6, STEP 3, Sub-paragraph 6, the arbitrator’s decision shall be precedent setting. The arbitrator shall sign and date all decisions rendered within the timeframes established in Recommendation 32, Paragraph 6, STEP 3, Sub-paragraph 6. An arbitrator may be removed and another arbitrator appointed to the panel of permanent arbitrators by mutual agreement of the parties.

## Section 9. Postponements

Each party shall be permitted one postponement of cases provided the postponement is requested at least three (3) weeks prior to the Joint State Committee. Postponement requests inside the three (3) week period may be granted upon mutual agreement of the Committee members from the respective parties.

## Section 10. Recess

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

## Section 11. Default

If either party in a case which is scheduled to be heard before the Joint State Committee fails to appear at the time the case is called, that case will be placed at the end of the docket and will be called again after all remaining cases have been heard. When the case is called for the second time, if the party again fails to appear, the Committee shall render a default decision in favor of the appearing party.

Section 12. Minutes

A Commonwealth Committee member shall prepare written minutes of each Joint State Committee meeting, briefly outlining the facts and the decision reached by the Committee in each case heard. Copies of all such minutes and decisions shall be provided to the Union via e-mail. The Bureau of Employee Relations, Office of Administration, will provide copies of these documents to all Commonwealth Agencies (Divisions of Employee Relations) participating in the Accelerated Grievance Procedure. Minutes for the Joint State Committee will be approved at the next meeting of the Committee and will form the official record of the Committee action.



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ADMINISTRATION

April 6, 2017

Mr. Tom Herman, President  
SEIU Local 668  
2589 Interstate Drive  
Harrisburg, PA 17110-9602

RE: Alternative Discipline Program

Dear Mr. Herman:

In accordance with the provisions of Article 31, Section 13 and Recommendation No. 31, Section 11, SEIU Local 668 and the Commonwealth agree to expand the Alternative Discipline Program for Agencies under the Governor's jurisdiction for non-exempt employees effective April 20, 2017, as described below. It is understood that the tenets of Article 31, Section 1 and Recommendation No. 31, Section 1 regarding just cause will continue to apply. Appeal procedures will not be affected by the Alternative Discipline Program.

For employees exempt from the overtime pay provisions of the Fair Labor Standards Act and not eligible for premium overtime pay pursuant to the provisions of the parties' labor agreement and memorandum of understanding, use of the Alternative Discipline Program will encompass discipline for other infractions in addition to those related to time and attendance, work performance, and failure to pay a Corporate Card bill after reimbursement of eligible expenses has been made by the Commonwealth.

For non-exempt employees and exempt employees eligible for overtime under the collective bargaining agreement and memorandum of understanding, effective April 20, 2017, the Alternative Discipline Program shall be expanded to encompass discipline for other infractions beyond those related to time and attendance infractions and/or work performance problems, or an employee's failure to pay a Corporate Card bill after reimbursement of eligible expenses has been made by the Commonwealth.

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

1. Level 1 Letter: Signed by the Agency Head or designee, this letter will identify the employee's alleged misconduct, alert the employee that continuation of this problem will result in more severe disciplinary action, and identify the employee's appeal rights. The Employer will continue to provide the Union with a copy of this letter in accordance with Section 1 of both Article 31 and Recommendation No. 31.

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

2. Level 2 Letter: This letter, signed by the Agency Head or designee, will identify the employee's alleged misconduct, alert the employee that this is his/her final notice and that failure to correct this problem will result in termination, and

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identify the employee's appeal rights. The Employer will continue to provide the Union with a copy of this letter in accordance with Section 1 of both Article 31 and Recommendation No. 31.

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

Additionally, copies of all Level 1 and Level 2 letters issued to employees covered by this program shall be sent to SEIU Local 668 Headquarters. It is the understanding of the parties that the expansion of the program is not intended to alter or in any way modify existing progressions of discipline that may exist in the agencies.

The parties also recognize that special or unusual situations could develop which do not readily lend themselves to the Alternative Discipline Program. These situations could include, among others, occasions where the circumstances of alleged conduct are such as to require the employee's immediate removal from the workplace, situations where an employee is suspended without pay pending investigation of suspected misconduct, or where the serious and/or egregious nature of the offense warrants a traditional suspension without pay. Consequently, if the Commonwealth deems circumstances warrant it, a traditional suspension without pay or other appropriate discipline could be imposed in lieu of the Level 1 or Level 2 letters. In such circumstances, advance notification shall be given to the Union.

As such, effective April 20, 2017, this side letter of agreement replaces the previous one concerning the ADP dated March 10, 2000, and as a result, Article 31, Section 13 of the Collective Bargaining Agreement and Recommendation No. 31, Section 11 of the Memorandum of Understanding will be amended to reflect the date of this letter.

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

Sincerely,



Sharon P. Minnich, Secretary  
Governor's Office of Administration



Tom Herman  
President  
SEIU Local 668

copy: Korvin D. Auch, Deputy for Human Resources and Management, OA  
Jay Gasdaska, Director Bureau of Labor Relations, OA  
Agency Human Resource Officers  
Agency Labor Relations Coordinators