

**MEMORANDUM
OF
UNDERSTANDING**

**SEIU LOCAL 668 UNEMPLOYMENT COMPENSATION REFEREES UNIT
DEPARTMENT OF LABOR AND INDUSTRY**

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

Effective: July 1, 2023 to June 30, 2027

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GENERAL

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

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

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

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

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

RECOMMENDATION NO. 1 RECOGNITION

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

RECOMMENDATION NO. 2 UNION SECURITY

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

the informational material becomes an administrative burden, the Employer shall have the right to withdraw its participation.

2) The Union shall provide a single dedicated e-mail resource account to which the Employer will provide a timely copy of the written notice confirming an employee's hire or transfer into a position represented by the bargaining unit.

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

4) 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.

5) 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 NO. 3 DUES DEDUCTION

1) The Employer agrees to deduct the Union membership dues, an annual assessment, and an initiation fee, if any, from the pay of those employees who individually request in writing that such deductions be made. The Union shall certify to the Employer the rate at which union dues are to be deducted, and dues at this rate shall be deducted from all compensation paid. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

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, 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 or recall from furlough.

4) The Employer shall provide the Union, on a monthly basis, a list of all employees in the bargaining unit. Said data shall include the employee's name, personnel number, address, agency in which employed, class code, work location (institution, district, bureau, etc.), whether the employee is a member, and the most recent date of hire.

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

RECOMMENDATION NO. 4 PAYROLL DEDUCTIONS

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

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

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

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

RECOMMENDATION NO. 5 CREDIT UNION

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

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

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

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

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

RECOMMENDATION NO. 6 HOURS OF WORK

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

2) The work day shall consist of any 24 hours in a pre-established work schedule.

3) The work shift shall consist of 7.5 work hours within a work day.

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

5) 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 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 Employee'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 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 have materially changed. Templates for alternate work schedules are provided at Appendix E.

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

RECOMMENDATION NO. 7 REST PERIODS

1) All employees' work schedules shall provide for a fifteen-minute rest period (uninterrupted) during each one-half work shift provided the employee works a minimum of three hours in that one-half work shift. The employee may vary the scheduling of such periods during hearings.

2) Employees who work, without interruption, 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 the

employee's work is completed. If employees take a meal period at the end of their normal work day, then they shall thereafter be given a fifteen minute rest period for each additional two hours of such work unless at the end of such two-hour period their work is completed.

**RECOMMENDATION NO. 8
MEAL PERIODS**

1) All employees shall be granted a meal period during their work day, unless emergencies require a variance.

2) If employees are required to work more than two hours beyond their regular quitting time, the employees will be allowed a meal period at the end of the initial two hour period or sooner. If employees work more than two hours after their scheduled quitting time and have not had notice of such work requirement at least two hours before commencement of their regular shift, the Employer shall furnish a meal or compensate the employees for a meal in an amount actually expended, not to exceed \$15.00.

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

**RECOMMENDATION NO. 9
HOLIDAYS**

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

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

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

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

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

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

Employees will be permitted to use paid time off earned for working scheduled holidays through ten (10) pay periods into the next 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 the regular rate of pay in lieu of such paid time off. Available paid time off may be used by the employee for an emergency.

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

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

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

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

**RECOMMENDATION NO. 10
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 or for the catastrophic or severe injury or illness of a family member, or for absences related to an organ donation by the recipient. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Recommendation 11, Paragraph 6.

2) Recipients

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

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

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

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

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

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

d. Unused donations are returned to the donor if: the recipient or family member recovers, dies, or separates before the donor's leave is used; or if the recipient does not use the leave by the end of the leave calendar year, and is expected to either return to work within 20 workdays or to have sufficient anticipated 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 11, Paragraph 6.

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

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

RECOMMENDATION NO. 11
SICK LEAVE AND BEREAVEMENT LEAVE

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

Maximum Sick Leave Entitlement Per Year

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

37.5 Hour Workweek: 82.5 Hours (11 days)

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

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

3) A doctor's certificate is required for an absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where, in the opinion of the Employer, the employees have been abusing their sick leave privileges.

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

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

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

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

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

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

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

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

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

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

6) Employees may use up to five days of sick leave for the death of the employee's spouse, parent, stepparent, child, or step-child 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.

7) a. Employees who retire as defined in Recommendation 22, 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%	11

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

1. Superannuation retirement (as defined in Recommendation 22, Paragraph 6) with at least five years of credited service; or
2. Eligible for the Retired Employees Health Program under Recommendation 22, Section 6.e.; or
3. After seven years of service, death prior to retirement or separation of service except as provided in Paragraph 8.

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

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

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

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

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

11) Permanent employees who have one or more years of service since their last date of hire may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing their leave privileges. Permanent employees with less than one year of service since their last date of hire may anticipate up to three (3) days of sick leave to which they become entitled during the then current calendar year. An employee who anticipates such leave and who subsequently terminates employment shall reimburse the Employer for leave used but not earned.

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) 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 hours) of annual leave in addition to those earned under Recommendation 12, Paragraphs 1.a. and 1.b. 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 12, Paragraphs 1.a. and 1.b. 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 17; and paid and unpaid leave used for work-related injuries shall count as sick leave for this Paragraph.

RECOMMENDATION NO. 12
ANNUAL LEAVE

1) a. 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)

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)

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)

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
11.55% of all Regular
Hours Paid

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

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

d. 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.

e. 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 11, Paragraph 13 are met.

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

3) a. Annual leave shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on annual leave at the same time, the employees with the greatest supervisory unit seniority with the Employer shall be given their choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

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 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 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.

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

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

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

6) Employees separated from the service of the Employer shall be compensated in a lump sum for the unused annual leave 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.

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

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

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

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

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

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

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

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

13) Effective January 2025, employees will be permitted to sell back up to a maximum of three (3) accrued annual leave days per year, provided their accrued annual leave balance, including future dated absences, remains at a minimum of 20 days after the sell back occurs. The sell back opportunity will occur once per year, between January 1 and January 31. Leave must be sold back in full day, 7.5 hour increments.

RECOMMENDATION NO. 13 LEAVES OF ABSENCE

- 1) All time that an employee is absent from work shall be appropriately charged.
- 2) All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing promptly. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made. Except for emergency type leaves, the time when leave is taken is within the discretion of the Employer.
- 3) Requests for any type of leave to which an employee is entitled under this Memorandum and which is not to exceed one month shall be answered by the Employer within five days. If the requested leave is in excess of one month, the request shall be answered within 10 days.
- 4) Where a state civil service examination is not readily available during an employee's non-working time, permanent full time employees shall be granted administrative leave with pay to take such examination which is scheduled during their regular work hours at the nearest location subject to management's responsibility to maintain efficient operations. Employees shall only be entitled to leave for this purpose on two occasions during the calendar year. Such leave shall not exceed the employee's normal work shift or the time necessary to travel to and from the examination and to take the examination, whichever is lesser. Employees shall not be eligible for travel expenses under this Paragraph.
- 5) Employees shall be granted up to two (2) hours of administrative leave per calendar year quarter to donate blood.
- 6) Permanent and non-permanent employees, excluding annuitants, who are in an active pay status will be authorized to use up to two (2) hours total of paid leave per calendar year

for the purpose of exercising their right to vote in a Primary, General or Special Election. Such leave shall be available for employees to complete and/or submit a mail-in ballot or to vote in person and shall be called Voting Leave (VOTE). This leave shall be subject to supervisory approval based on management's responsibility to maintain efficient operations. It is understood that this leave is inclusive of any travel associated with voting.

The timeframe during which leave may be used for each election shall be determined by the election calendar published by the Department of State. Voting leave shall not count, in whole or in part, as credited service time or income for retirement purposes under the State Employees Retirement Code; however, it shall be regarded as hours worked for the purpose of computing overtime pay.

This section shall only apply to agencies under the Governor's jurisdiction.

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

RECOMMENDATION NO. 14 CIVIL LEAVE

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

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

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

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

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

4) 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, or 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 described 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 NO. 15 MILITARY LEAVES

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

1) Military Reserve

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

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

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

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

rate of compensation for the employee's regular classification.

2) Pennsylvania National Guard

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

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

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

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

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

3) General

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

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

4) Granting, Duration and Expiration

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

- (1) For all active duty (including full-time National Guard duty)
- (2) For initial active duty for training.
- (3) For other active or inactive military training duty. Employees who volunteer for additional duty not required as part of routine training shall provide four weeks' notice if possible to their immediate supervisor prior to the commencement of such duty.
- (4) Employees are required to provide their supervisor with notice of approval for additional military duty, not required as a part of routine reserve training, as soon as it is approved and provide their supervisor with a copy of the orders as soon as the employees receive orders to that effect.

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

c. Military leave without pay shall expire:

- (1) For periods of more than 180 days, no more than 90 days after the completion of the service.
- (2) For periods of service of more than 30 days but less than 181 days, no more than 14 days after the completion of the service.
- (3) For periods of service that were less than 31 days, the first full regularly scheduled work period following the period of service or up to eight hours after an opportunity to return from the place of service to the employee's home.
- (4) For periods of hospitalization or convalescence from illness or injury incurred during the period of service, up to two years after the period of service or when recovered, whichever occurs sooner.
- (5) For circumstances beyond an employee's control, the above periods may be extended upon demonstration of such circumstances.

5) Reemployment

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

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

6) Seniority Rights

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

7) Retirement Rights

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

8) Loss of Benefits

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

9) Physical Examination

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

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

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 NO. 16
LEAVES OF ABSENCE WITHOUT PAY

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

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

b. At the request of the Union, with at least 14 days' notice to the Employer, and subject to management's ability to maintain efficient operations, bargaining unit members will be granted leave without pay for Union business without loss of seniority credit. For these purposes, the UC Referee Unit will have an available pool of 20 days (out of the pool of 500 days per contract year allotted to SEIU Local 668). Management shall not unreasonably deny such requests.

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

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

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

Local 668 Health & Safety Conference
Local 668 Meet & Discuss Training
Local 668 Grievance Training
Local 668 Health Care Training
Local 668 Convention
Local 668 Leadership Skills Conference
SEIU Women's Conference
A. Phillip Randolph Conference

Requests for leave without pay with seniority credit for union officials or elected delegates will be forwarded to the Bureau of Employee Relations, Office of Administration, by SEIU Local 668 not less than three weeks prior to the date of each convention or conference. Each request will contain the name, classification, department and work location of the union official or delegate in addition to the name of the conference or convention.

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

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

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 NO. 17
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, parent, son or daughter or other person qualifying as a dependent who has a serious health condition;
- (3) when becoming parents through childbirth or formal adoption or placement of a child with an employee for foster care;
- (4) when a qualifying exigency event related to a family member who is a military servicemember occurs; or,
- (5) when an employee attends to the serious injury or illness of a covered servicemember or veteran who is a family member.

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

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

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

The extension shall be with benefits for the first 13 weeks (91 calendar days) and shall be without benefits for the remainder of the extension. Such extensions shall be contiguous to the termination of the 12 week entitlement. It shall not be used on an intermittent or reduced-time basis, except as provided under 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 24.

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 or sick leave while on leave without pay. Holidays will be earned based on Recommendation 9, 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 11; 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 21 and 22 will continue during FMLA leave under Paragraph 1.a. and 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 22, 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 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.

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 11 of this Recommendation, it is agreed that the health and life insurance entitlements outlined in this Recommendation will not be diminished.

RECOMMENDATION NO. 18
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 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 13 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 21 and 22 will continue for the period of time that the employee is on leave under Paragraphs 1.a. and 11 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. 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 24, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Paragraphs 1.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 24, Seniority.

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

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

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

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. 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) Paragraphs 1 through 9, and Paragraphs 11 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.

11) 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.

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 Section 2601 et seq. and that leave granted in accordance with Paragraphs 1.a. and 11 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 not in conflict 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 NO. 19 SALARIES AND WAGES

1) Effective July 1, 2023, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of three percent (5.0%). This increase is reflected in the Standard Pay Schedule in Appendix A.

2) Effective July 1, 2024, 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 July 1, 2025, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of two and one-quarter percent (2.25%). This increase is reflected in the Standard Pay Schedule in Appendix C.

4) Effective July 1, 2026, 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 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 January 31, 2023 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2024.

b. Employees covered by this Memorandum who have been employed continuously by the Commonwealth since January 31, 2024 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2025.

c. Employees covered by this Memorandum who have been employed continuously by the Commonwealth since January 31, 2025 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2026.

d. Employees covered by this Agreement who have been employed continuously by the Commonwealth since January 31, 2026, will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2027.

e. 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.

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

**RECOMMENDATION NO. 20
OVERTIME**

1) In the event an employee is required to work in excess of eight (8) hours in any work day or in excess of forty (40) hours in any work week, the employee shall be granted either wages or compensatory time off, both at the rate of one-and-one half hours per hour worked, at the election of the Employer.

Such compensatory time off is to be granted through ten (10) pay periods into the next calendar year. The compensatory time off shall be scheduled for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the compensatory time is not granted within this time period, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off.

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

- a. Hours worked.
- b. Rest periods.
- c. Holidays.
- d. Annual leave.
- e. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- f. Sick leave.
- g. Administrative leave.

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

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

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

account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

RECOMMENDATION NO. 21 INSURANCE

1) The Employer shall continue to assume the entire cost of the life insurance coverage for eligible employees as set forth in the currently existing life insurance plan as modified by Paragraph 2. The amount of insurance is based on the employee's annual pay rate in effect on the preceding January 1, rounded to the nearest \$1,000, but not to exceed \$40,000. However, the amount of life insurance coverage will be reduced at age 70 to 50% of that coverage amount previously in effect.

2) a. Permanent employees who are granted leave without pay in accordance with Recommendation 16, 17, or 18 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 automobiles on state business. It is clearly understood and agreed that this liability coverage is on an excess basis only and that excess liability limits applicable correspond to that required on a per person and per occurrence basis under the Pa. Motor Vehicle Financial Responsibility Law, Act of February 12, 1984, (P.L. 26, No. 11 &12) 75 Pa. C.S. Chapter 17. Excess basis means that any other valid and collectible insurance will be primary. The coverage provided by the Employer shall be considered primary if, in fact, no other valid and collectible insurance was in effect. However, in the event an employee has not complied with the mandated minimum coverage stated in the Pa. Motor Vehicle Financial Responsibility Law, the Employer's liability coverage as provided for above shall be considered primary only to the extent that any claims exceed the mandated minimums. Any accident occurring while on state business will be reported to the employee's own insurance carrier in addition to the Bureau of Risk and Insurance Management, Department of General Services.

RECOMMENDATION NO. 22
HEALTH BENEFITS

1) Pennsylvania Employees Benefit Trust Fund

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

b. The Board of Trustees of the Fund shall determine in their discretion and within the terms of this 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 2023 – June 2024	\$590 biweekly per employee
July 2024 – June 2025	\$649 biweekly per employee
July 2025 – June 2026	\$668 biweekly per employee
July 2026 – June 2027	\$688 biweekly per employee

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

d. The Fund shall maintain a reserve sufficient to pay on a cash basis the three (3) next succeeding months of projected claims and expenses. Reserve is calculated as the ending fund balance, meaning the net amount of funds on hand as of the close of any given month. Fund revenues are to be adjusted to reflect the relevant cash amounts that should have been or are to be received or collected by the Fund under the agreement. Fund expenses are to be adjusted for any expense which should have been paid for the period. At each 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 plans benefits, supplemental benefits and other benefits as determined and extended by the Fund. In addition it shall provide dependency coverage where the dependents of the employee qualify. The Fund shall continue to provide permanent part-time employees who are expected to be in active pay status at least 50% of the time every pay period medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund. In addition, it shall provide 50% dependency coverage where the dependents of the employee qualify. Such employees shall contribute an amount determined by the Fund's Trustees toward the cost of coverage. Enrollment and continued coverage in Fund benefits is further subject to the following conditions:

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

July 2023 – June 2026	2.75%
July 2026 – June 2027	3.0%

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

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:

	<u>Waiver Amount</u>	<u>Employee contribution with Waiver</u>	<u>Employee contribution without Waiver</u>
July 2023 – June 2026	2.75%	2.75%	5.5%
July 2026 – June 2027	3.0%	3.0%	6.0%

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 sick leave without pay in accordance with Recommendation 16, 17, or 18 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 leave 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 Section and Recommendation 11, 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 (3) percent 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 (3) percent will be reduced to one-and-one-half (1.5) percent 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:

- (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.

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

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

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

RECOMMENDATION NO. 23 TRAVEL EXPENSES

1) Travel expenses shall be paid in accordance with 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 their regular office work site and whose work assignment requires that the employee remain away from said office work site during the employee's normal lunch period, shall be reimbursed for out-of-pocket lunch expenses not to exceed \$12.00 (including sales tax) without a receipt.

RECOMMENDATION NO. 24 SENIORITY

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

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

b. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly pay period plus the number of hours of military leave without pay; leave without pay for union business in accordance with Recommendation 16, Paragraphs 3 and 5; leave without pay for work-related injuries in accordance with Recommendation 18; and Family and Medical Leave Act (FMLA) leave, in accordance with Recommendation 17, will be accumulated. This total number of hours will be divided by 7.5 and rounded up to the next higher day. The result will be added to the employee's accumulated total.

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

Failure to provide the required proof of service during the time period shall bar the employee or union from claiming credit for such service at a later date.

Applicable periods of war are as follows:

- (1) World War II – December 7, 1941-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 - to be determined by the Adjutant General (Department of Military and Veterans Affairs) pursuant to 51 Pa. C.S. 7101

The periods of war listed above shall be updated, and the parties will utilize the updated periods, in the event the periods are updated by the Adjutant General during the duration of this Memorandum.

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

3) The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five consecutive working days, failure to report within 5 consecutive working days of recall, expiration of recall, failure to report after leave and acceptance of other permanent employment while on leave. This shall not restrict the Employer's right to take whatever personnel action it deems warranted for any of the above. If service is broken by any of the above, the employee shall lose seniority. If an employee is returned within one year after such break in service, he/she shall be entitled to credit for seniority purposes the time accrued up to the time break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.

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

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

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

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

Virtual postings via NEOGOV or officially designated online platforms shall satisfy the requirements of this section without the need for a physical posting. Though the parties' acknowledge it is subject to change, as of the effective date of this Memorandum, the website for those virtual postings is <https://www.employment.pa.gov/Pages/jobopportunities.aspx>.

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

b. 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.

c. If an employee elects not to exercise their right to bump a less senior employee, it will not adversely impact their right to recall in accordance with Recommendation 24, Paragraph 10 below.

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

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

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

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

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

a. Employees on such recall lists shall have rights to a vacant position in the seniority unit.

b. Such recall lists will remain in effect for a furloughed employee a period of 3 years after the effective date of the furlough.

c. In the event any employee on a recall list refuses an offer of employment in the classification from which the employee was furloughed, in a position that is less than 50 miles from the employee's place of residence, the employee shall forfeit all recall rights. If an employee refuses an offer of employment to a position that is 50 miles or more from the employee's place of residence, the employee shall remain on the recall list.

The 50-mile radius will be measured by the shortest regularly traveled route between residence and workplace, as determined by management. Residence will be based on the employee's most recently updated address at the time the offer of recall is made.

d. During the period that an employee is on a recall list, the employee shall keep the Employer informed of any changes in address.

e. A furloughed employee shall forfeit 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.

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

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

13) For the purpose of layoff and furlough only a total of seven (7) state-wide Union officers and stewards shall have superseniority. Within 30 days of the effective date of this Memorandum, the Union shall provide the Employer with a list of all employees who have been granted superseniority in accordance with the provisions of this Paragraph. The list shall contain the employee's name, Union title, agency of employment, work location, and local union number. If Union elections result in a change to the list, the Union shall immediately notify the Employer, however, changes which have not been received by the Employer within 15 days of the effective date of a furlough, will not affect the list in existence prior to the announcement of the furlough.

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

RECOMMENDATION NO. 25
DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE

1) The Employer shall not demote (as a method of discipline), suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, or discharge beginning at the third step of the grievance procedure, subject to any conditions set forth in the grievance procedure under Recommendation 27. The Union shall be notified by the Commonwealth of any disciplinary demotion, suspension or discharge.

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

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

3) The provisions of this Recommendation shall not apply during the initial 180 calendar days of probationary employment or during any extension of such probationary periods. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the probationary period or any extension period.

4) The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees, including the manner in which suspended or discharged employees are escorted off of the Employer's premises. It must be kept in mind, however, that where insubordination or flouting of authority by an employee in public and in the presence of other employees takes place, the Employer shall not be restricted by the operation of this Paragraph.

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

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

7) The Alternative Discipline Program will encompass discipline for other infractions in addition to those related to time and attendance and/or work performance problems.

The Alternative Discipline Program differs 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 Paragraph 1 of Recommendation 25.

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 identify the employee's appeal rights. The Employer will continue to provide the Union with a copy of this letter in accordance with Paragraph 1 of Recommendation 25.

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.

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 could be imposed in lieu of the Level 1 or Level 2 letters. In such circumstances, advance notification shall be given to the Union.

RECOMMENDATION NO. 26 PERSONNEL FILES

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

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

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

4) After a period of five years, an employee may request the removal of an alternative discipline in lieu of suspension letter issued solely to address less than satisfactory work performance (needs improvement or unsatisfactory work performance) as identified in the employee performance review. Upon such request, the alternative discipline letter shall be removed from the employee's official personnel file provided the following conditions have been met:

a. During the intervening five-year period, the employee has not been issued any level of discipline of a same or similar nature addressing less than satisfactory work performance, not been issued any suspension level discipline for any type of infraction, been placed on leave restriction, or incurred an involuntary demotion.

b. The employee's official personnel file does not contain a written reprimand, other than a preceding written reprimand issued for unsatisfactory work performance, issued for any type of infraction, that has not qualified for removal from the official personnel file under the terms of Section 2 of this Recommendation.

c. During the two year period preceding the date of the employee's request for the

removal of the alternative discipline letter, the employee has not received an overall employee performance review rating of either needs improvement or unsatisfactory.

RECOMMENDATION NO. 27 GRIEVANCES AND ARBITRATION

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

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

STEP 1. The employee, either alone or accompanied by the Union representative, or the Union where entitled, shall present the grievance in writing to the Appeals System Administrator or their designated representative 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 Appeals System Administrator, 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 2. An appeal from an unfavorable decision at Step 1 shall be presented by the employee or Union representative to the agency head or their designated representative within 15 working days after the response from Step 1 is due. Any such appeal shall be submitted, via email, to the Department of Labor and Industry, Human Resource Office, Employee Relations and Workplace Support Division's grievance resource account (RA-LIHR-EMP-RELATION@pa.gov). The agency head or designee shall respond in writing to the employee and Union representative within 15 working days after receipt of the appeal.

STEP 3. In the event the grievance has not been satisfactorily resolved at Step 2, written appeal may be made by the employee or Union representative within 15 working days after the response from Step 2 is due to the Bureau of Employee Relations, Office of Administration and shall contain a copy of the grievance and a copy of the Step 1 and Step 2 decisions. Any such appeal shall be submitted via email to the Office of Administration, Bureau of Employee Relations grievance resource account (RA-oaber-grievance@pa.gov). The Bureau of Employee Relations shall issue a decision in writing to the Union within 15 working days after receipt of the appeal.

STEP 4. An appeal from an unfavorable decision at Step 3 may be submitted to arbitration within 15 working days after the response from Step 3 is due only in the following circumstances:

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

The Union may present grievances concerning agency-wide decisions directly to Step 2 within 15 working days of the date of occurrence or when the Union knew or by reasonable diligence, should have known of its occurrence.

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

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

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

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

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation, in which case it shall be binding only if such

legislation is enacted. The arbitrator shall be requested to issue a decision within 30 days after the hearing.

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

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

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

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

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

RECOMMENDATION NO. 28 DISCRIMINATION

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

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

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

concluded. The employee will be informed of the results of the investigation.

RECOMMENDATION NO. 29 GENERAL PROVISIONS

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

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

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

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

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

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

7) Employees should be treated in a respectful manner which does not embarrass them or demean their dignity. 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 meet and discuss.

8) In response to the Union's request for an upward adjustment of one pay scale group, the Classification and Pay Division, Office of Administration agrees to conduct a study, during the life of this Memorandum, to determine the appropriate pay scale group of the members of the bargaining unit and specifically, Class Code 07310, Appeals Referee. To accomplish this study, representatives of the Employer and representatives of the Union will initially meet and discuss for the purpose of allowing the Union the opportunity to present information on the duties and responsibilities of representative positions from within the unit. Once the study is concluded, the Employer agrees to meet and discuss with the Union concerning the Office of Administration's

findings. If after the meet and discuss, the Office of Administration concludes that any pay scale group adjustments are appropriate, the adjustments will be implemented in accordance with the policies regarding pay scale group revisions contained in the Commonwealth's Personnel Rules.

This section shall be removed from any subsequent Memorandum of Understanding the parties may reach following the expiration of their July 1, 2023 to June 30, 2027 Memorandum.

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

a. The employee may elect to repay the debt in full in a single payment via payroll deductions;

b. The employee may voluntarily repay the debt by making the payments of 15% or more of gross pay per pay period, and;

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

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

11) 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.

12) The Commonwealth shall have the right to make corporate card deductions from the paycheck of an employee who has delinquent corporate card balances. Employees who have incurred unpaid corporate card balances which remain delinquent for more than 90 days without an acceptable explanation, will be subject to payroll deductions for the delinquent amount consistent with the Commonwealth's Travel Policy Manual (M 230.1), Section 6.3. Deductions taken under this provision shall be in accordance with Article 36, General Provisions, Section 13, except that they shall also apply to amounts of less than \$300.

Employees who have submitted a timely request for reimbursement of travel expenses associated with the delinquent debt will not be subject to deductions until after they have received reimbursement.

13) The Employer shall provide adequate eating and sanitary facilities at all permanent state-owned or leased locations, which shall be properly heated and ventilated. 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 NO. 30 SAFETY AND HEALTH

1) The Employer is responsible to provide employees with a safe work environment in which to carry out their job duties and the training necessary to carry out those duties safely. Managers and supervisors at all levels are to maintain safe working conditions by ensuring job-appropriate safety-related education and training are provided, and by enforcing applicable safety policies and procedures. 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 agrees to inform the local union steward when representatives of the Bureau of Occupational & Industrial Safety, Department of Labor & Industry are on the premises and a designated union steward located on the premises shall be allowed to accompany such representatives on tours of the worksite to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of regulatory agencies who are at the work site for the purpose of safety inspections, the Employer agrees to inform the local union steward. When the Union requests an inspection of any building, the Union shall notify the office manager of such request which notice shall include the name of the agency which will conduct the inspection and where possible include the date and time of the inspection.

Current leases will be made available to the Union for its inspection and copies of such leases will also be available to the Union, provided any cost involved must be assumed by the Union. Violations of lease provisions will be vigorously pursued and diligent corrective action will be taken by the Employer to assure compliance. Upon request of the Union, the Employer

shall attempt to provide notice of lease expiration and the Employer agrees to meet and discuss, at the request of the Union, prior to the renewal of any lease regarding Union complaints concerning the building in question and the Union's recommendation regarding the renewal of the lease. A designated union steward on the premises and, by mutual agreement between the Employer and the Union, an additional employee may be granted reasonable time off without loss of pay or leave time to inspect buildings prior to the meet and discuss on lease renewals or prior to occupancy of new buildings. When a new lease or a lease renewal is signed by the Employer, a copy will be sent to the Union. The Employer shall notify the Union as soon as practicable when plans are being considered for remodeling or relocation of office space.

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

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

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

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

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

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

d. When a threat has been directed towards an employee in the performance of his/her job duties, the Employer will take reasonable precautions to ensure the safety of the employee to include notification to that employee and their supervisor and/or manager.

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

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

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

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

RECOMMENDATION NO. 31 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.

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

RECOMMENDATION NO. 32 UNION BUSINESS

1) The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material related to Union business. Furthermore, the Union shall not post material detrimental to the labor-management relationship nor of a political nature. The Union may send information related to Union business to local official Union representatives via Commonwealth electronic mail or by United States 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 the employee shall request from their immediate supervisor reasonable time off from their regular duties to process such grievances. The Employer will provide a reasonable number of employees with time off, if required, to attend meet and discuss sessions, the purpose of which are to arrive at a Memorandum.

Union representatives, who are employees, may use their work email for communicating with the Employer about grievances and/or the scheduling of a meet and discuss.

RECOMMENDATION NO. 33 PEACE AND STABILITY

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

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

RECOMMENDATION NO. 34 TECHNOLOGICAL AND METHODOLOGICAL CHANGE

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

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

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

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

a. Resulting classification changes, which arise from new methods or means of performing tasks;

b. Planning and time of the introduction of the new equipment;

c. Method and speed of the introduction of the new equipment;

d. Ergonomic considerations;

e. Health and Safety considerations;

f. Training availability;

g. Job redesign; and,

h. The realignment and/or reassignment of any or all employees' work at the location(s) in question between and among classifications and/or supervisory units or to independent contractors or consultants, if such is necessary to facilitate the utilization of proposed or actual technological or methodological changes.

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

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

RECOMMENDATION NO. 35 PREFERENCE TRANSFERS

1) Prior to posting a vacant position, the Employer, at its sole discretion, will determine if the position will be available as a preference transfer.

2) When a vacant position is offered as a preference transfer, it will be awarded to the Appeals Referee with the greatest seniority in accordance with the following criteria:

a. The employee must have three (3) years of service as an Appeals Referee.

b. The employee can have no discipline higher than a written reprimand in the twelve (12) months preceding the date Management determines the position is offered as a preference transfer.

- c. The employee must, at a minimum, have overall satisfactory Employee Performance Reviews for the two (2) year period preceding the date Management determines a position will be offered for preference transfer.
- 3) An employee may only transfer via the provisions in this Recommendation once every three (3) years.
- 4) Each UC Appeals Office is limited to one (1) preference transfer per calendar year.
- 5) No preference transfer shall result in a greater than 25% vacancy in the Harrisburg, Philadelphia and Pittsburgh offices.

**RECOMMENDATION NO. 36
PRESERVATION OF UNIT WORK**

- 1) It is the Commonwealth's intent to utilize unit employees to perform unit work to the fullest extent feasible. It is understood that the Employer may contract/assign unit work, subject to the limitations set forth in this Recommendation.
- 2) The Employer shall not contract/assign unit work to independent contractors, consultants or other non-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 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-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 unit work outside the 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) When a proposed contract/assignment of 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, an agency-level labor/management committee shall meet and discuss over the reasons for the assignment. At this meeting the Employer shall provide to the Union all information it has to support a claim of reasonable cost savings 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 are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of the Union, the Department of Labor and Industry, and the Office of Administration.

6) The Employer and the Union agree to meet and discuss, as necessary, 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 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 Union and presentation by the 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-unit employees from performing 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) The Employer and the Union acknowledge the above represents the results of meet and discuss conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of unit work.

RECOMMENDATION NO. 37
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, 2023, except where specifically provided that a particular provision will be effective on another date. It is further understood that the Union waives any right for further discussions on matters deemed bargainable for rank and file employees covering the period of time up to June 30, 2027.

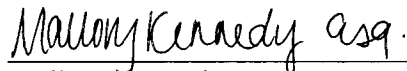
IT MUST BE FURTHER UNDERSTOOD THAT THE ABOVE RECOMMENDATIONS SHALL NOT CONSTITUTE A COLLECTIVE BARGAINING AGREEMENT NOR A CONTRACT BINDING ON THE PARTIES. THE RECOMMENDATIONS SHALL BE PLACED BEFORE THE EXECUTIVE BOARD FOR ADOPTION AS COMMONWEALTH PERSONNEL POLICY APPLICABLE TO THE COVERED EMPLOYEES SUBJECT, HOWEVER, TO ANY STATUTE, RULE OR REGULATIONS PERTAINING TO SUCH EXECUTIVE BOARD ORDERS.

COMMONWEALTH OF PENNSYLVANIA

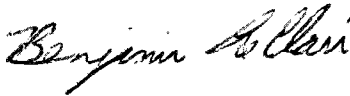
COMPENSATION REFEREES UNIT



Neil R. Weaver, Secretary
Office of Administration



Mallory Kennedy, Esq.
Union Chief Negotiator
SEIU, Local 668



Benjamin LeClair
Commonwealth Chief Negotiator
Office of Administration

COMMONWEALTH OF PENNSYLVANIA

COMPENSATION REFEREES UNIT

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Offany McMaster

**COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2023
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
1	Hourly 13.93 Biweekly 1,044.75 Annual* 27,247	Hourly 15.73 Biweekly 1,179.75 Annual* 30,768	Hourly 17.70 Biweekly 1,327.50 Annual* 34,621	Hourly 19.94 Biweekly 1,495.50 Annual* 39,003	Hourly 22.50 Biweekly 1,687.50 Annual* 44,010	Hourly 25.48 Biweekly 1,911.00 Annual* 49,839	Hourly 29.09 Biweekly 2,181.75 Annual* 56,900	Hourly 33.21 Biweekly 2,490.75 Annual* 64,959	Hourly 37.93 Biweekly 2,844.75 Annual* 74,191	Hourly 43.25 Biweekly 3,243.75 Annual* 84,597
2	Hourly 14.25 Biweekly 1,068.75 Annual* 27,873	Hourly 16.01 Biweekly 1,200.75 Annual* 31,316	Hourly 18.04 Biweekly 1,353.00 Annual* 35,286	Hourly 20.35 Biweekly 1,526.25 Annual* 39,805	Hourly 23.00 Biweekly 1,725.00 Annual* 44,988	Hourly 26.03 Biweekly 1,952.25 Annual* 50,915	Hourly 29.76 Biweekly 2,232.00 Annual* 58,211	Hourly 33.92 Biweekly 2,544.00 Annual* 66,348	Hourly 38.75 Biweekly 2,906.25 Annual* 75,795	Hourly 44.23 Biweekly 3,317.25 Annual* 86,514
3	Hourly 14.53 Biweekly 1,089.75 Annual* 28,421	Hourly 16.31 Biweekly 1,223.25 Annual* 31,902	Hourly 18.43 Biweekly 1,382.25 Annual* 36,049	Hourly 20.78 Biweekly 1,558.50 Annual* 40,646	Hourly 23.45 Biweekly 1,758.75 Annual* 45,868	Hourly 26.59 Biweekly 1,994.25 Annual* 52,010	Hourly 30.40 Biweekly 2,280.00 Annual* 59,462	Hourly 34.73 Biweekly 2,604.75 Annual* 67,932	Hourly 39.63 Biweekly 2,972.25 Annual* 77,516	Hourly 45.21 Biweekly 3,390.75 Annual* 88,431
4	Hourly 14.79 Biweekly 1,109.25 Annual* 28,929	Hourly 16.67 Biweekly 1,250.25 Annual* 32,607	Hourly 18.82 Biweekly 1,411.50 Annual* 36,812	Hourly 21.22 Biweekly 1,591.50 Annual* 41,506	Hourly 23.94 Biweekly 1,795.50 Annual* 46,827	Hourly 27.21 Biweekly 2,040.75 Annual* 53,223	Hourly 31.05 Biweekly 2,328.75 Annual* 60,734	Hourly 35.50 Biweekly 2,662.50 Annual* 69,438	Hourly 40.50 Biweekly 3,037.50 Annual* 79,218	Hourly 46.20 Biweekly 3,465.00 Annual* 90,367
5	Hourly 15.11 Biweekly 1,133.25 Annual* 29,555	Hourly 17.01 Biweekly 1,275.75 Annual* 33,272	Hourly 19.10 Biweekly 1,432.50 Annual* 37,360	Hourly 21.60 Biweekly 1,620.00 Annual* 42,250	Hourly 24.43 Biweekly 1,832.25 Annual* 47,785	Hourly 27.84 Biweekly 2,088.00 Annual* 54,455	Hourly 31.75 Biweekly 2,381.25 Annual* 62,103	Hourly 36.26 Biweekly 2,719.50 Annual* 70,925	Hourly 41.41 Biweekly 3,105.75 Annual* 80,998	Hourly 47.19 Biweekly 3,539.25 Annual* 92,304
6	Hourly 15.37 Biweekly 1,152.75 Annual* 30,064	Hourly 17.30 Biweekly 1,297.50 Annual* 33,839	Hourly 19.54 Biweekly 1,465.50 Annual* 38,220	Hourly 22.05 Biweekly 1,653.75 Annual* 43,130	Hourly 24.96 Biweekly 1,872.00 Annual* 48,822	Hourly 28.43 Biweekly 2,132.25 Annual* 55,609	Hourly 32.51 Biweekly 2,438.25 Annual* 63,590	Hourly 37.09 Biweekly 2,781.75 Annual* 72,548	Hourly 42.30 Biweekly 3,172.50 Annual* 82,739	Hourly 48.28 Biweekly 3,621.00 Annual* 94,436
7	Hourly 15.73 Biweekly 1,179.75 Annual* 30,768	Hourly 17.70 Biweekly 1,327.50 Annual* 34,621	Hourly 19.94 Biweekly 1,495.50 Annual* 39,003	Hourly 22.50 Biweekly 1,687.50 Annual* 44,010	Hourly 25.48 Biweekly 1,911.00 Annual* 49,839	Hourly 29.09 Biweekly 2,181.75 Annual* 56,900	Hourly 33.21 Biweekly 2,490.75 Annual* 64,959	Hourly 37.93 Biweekly 2,844.75 Annual* 74,191	Hourly 43.25 Biweekly 3,243.75 Annual* 84,597	Hourly 49.40 Biweekly 3,705.00 Annual* 96,626
8	Hourly 16.01 Biweekly 1,200.75 Annual* 31,316	Hourly 18.04 Biweekly 1,353.00 Annual* 35,286	Hourly 20.35 Biweekly 1,526.25 Annual* 39,805	Hourly 23.00 Biweekly 1,725.00 Annual* 44,988	Hourly 26.03 Biweekly 1,952.25 Annual* 50,915	Hourly 29.76 Biweekly 2,232.00 Annual* 58,211	Hourly 33.92 Biweekly 2,544.00 Annual* 66,348	Hourly 38.75 Biweekly 2,906.25 Annual* 75,795	Hourly 44.23 Biweekly 3,317.25 Annual* 86,514	Hourly 50.44 Biweekly 3,783.00 Annual* 98,661
9	Hourly 16.31 Biweekly 1,223.25 Annual* 31,902	Hourly 18.43 Biweekly 1,382.25 Annual* 36,049	Hourly 20.78 Biweekly 1,558.50 Annual* 40,646	Hourly 23.45 Biweekly 1,758.75 Annual* 45,868	Hourly 26.59 Biweekly 1,994.25 Annual* 52,010	Hourly 30.40 Biweekly 2,280.00 Annual* 59,462	Hourly 34.73 Biweekly 2,604.75 Annual* 67,932	Hourly 39.63 Biweekly 2,972.25 Annual* 77,516	Hourly 45.21 Biweekly 3,390.75 Annual* 88,431	Hourly 51.60 Biweekly 3,870.00 Annual* 100,930
10	Hourly 16.67 Biweekly 1,250.25 Annual* 32,607	Hourly 18.82 Biweekly 1,411.50 Annual* 36,812	Hourly 21.22 Biweekly 1,591.50 Annual* 41,506	Hourly 23.94 Biweekly 1,795.50 Annual* 46,827	Hourly 27.21 Biweekly 2,040.75 Annual* 53,223	Hourly 31.05 Biweekly 2,328.75 Annual* 60,734	Hourly 35.50 Biweekly 2,662.50 Annual* 69,438	Hourly 40.50 Biweekly 3,037.50 Annual* 79,218	Hourly 46.20 Biweekly 3,465.00 Annual* 90,367	Hourly 52.77 Biweekly 3,957.75 Annual* 103,218

**COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2023
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
11 Hourly	17.01	19.10	21.60	24.43	27.84	31.75	36.26	41.41	47.19	53.94
11 Biweekly	1,275.75	1,432.50	1,620.00	1,832.25	2,088.00	2,381.25	2,719.50	3,105.75	3,539.25	4,045.50
11 Annual*	33,272	37,360	42,250	47,785	54,455	62,103	70,925	80,998	92,304	105,507
12 Hourly	17.30	19.54	22.05	24.96	28.43	32.51	37.09	42.30	48.28	55.11
12 Biweekly	1,297.50	1,465.50	1,653.75	1,872.00	2,132.25	2,438.25	2,781.75	3,172.50	3,621.00	4,133.25
12 Annual*	33,839	38,220	43,130	48,822	55,609	63,590	72,548	82,739	94,436	107,795
13 Hourly	17.70	19.94	22.50	25.48	29.09	33.21	37.93	43.25	49.40	56.36
13 Biweekly	1,327.50	1,495.50	1,687.50	1,911.00	2,181.75	2,490.75	2,844.75	3,243.75	3,705.00	4,227.00
13 Annual*	34,621	39,003	44,010	49,839	56,900	64,959	74,191	84,597	96,626	110,240
14 Hourly	18.04	20.35	23.00	26.03	29.76	33.92	38.75	44.23	50.44	57.60
14 Biweekly	1,353.00	1,526.25	1,725.00	1,952.25	2,232.00	2,544.00	2,906.25	3,317.25	3,783.00	4,320.00
14 Annual*	35,286	39,805	44,988	50,915	58,211	66,348	75,795	86,514	98,661	112,666
15 Hourly	18.43	20.78	23.45	26.59	30.40	34.73	39.63	45.21	51.60	58.88
15 Biweekly	1,382.25	1,558.50	1,758.75	1,994.25	2,280.00	2,604.75	2,972.25	3,390.75	3,870.00	4,416.00
15 Annual*	36,049	40,646	45,868	52,010	59,462	67,932	77,516	88,431	100,930	115,169
16 Hourly	18.82	21.22	23.94	27.21	31.05	35.50	40.50	46.20	52.77	60.19
16 Biweekly	1,411.50	1,591.50	1,795.50	2,040.75	2,328.75	2,662.50	3,037.50	3,465.00	3,957.75	4,514.25
16 Annual*	36,812	41,506	46,827	53,223	60,734	69,438	79,218	90,367	103,218	117,732
17 Hourly	19.10	21.60	24.43	27.84	31.75	36.26	41.41	47.19	53.94	61.58
17 Biweekly	1,432.50	1,620.00	1,832.25	2,088.00	2,381.25	2,719.50	3,105.75	3,539.25	4,045.50	4,618.50
17 Annual*	37,360	42,250	47,785	54,455	62,103	70,925	80,998	92,304	105,507	120,450
18 Hourly	19.54	22.05	24.96	28.43	32.51	37.09	42.30	48.28	55.11	62.95
18 Biweekly	1,465.50	1,653.75	1,872.00	2,132.25	2,438.25	2,781.75	3,172.50	3,621.00	4,133.25	4,721.25
18 Annual*	38,220	43,130	48,822	55,609	63,590	72,548	82,739	94,436	107,795	123,130
19 Hourly	19.94	22.50	25.48	29.09	33.21	37.93	43.25	49.40	56.36	64.30
19 Biweekly	1,495.50	1,687.50	1,911.00	2,181.75	2,490.75	2,844.75	3,243.75	3,705.00	4,227.00	4,822.50
19 Annual*	39,003	44,010	49,839	56,900	64,959	74,191	84,597	96,626	110,240	125,771
20 Hourly	20.35	23.00	26.03	29.76	33.92	38.75	44.23	50.44	57.60	65.76
20 Biweekly	1,526.25	1,725.00	1,952.25	2,232.00	2,544.00	2,906.25	3,317.25	3,783.00	4,320.00	4,932.00
20 Annual*	39,805	44,988	50,915	58,211	66,348	75,795	86,514	98,661	112,666	128,627

* 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, 2023
PAY SCALE TYPE ST

40

40

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
1 Hourly	13.93	15.73	17.70	19.94	22.50	25.48	29.09	33.21	37.93
1 Biweekly	1,114.40	1,258.40	1,416.00	1,595.20	1,800.00	2,038.40	2,327.20	2,656.80	3,034.40
1 Annual*	29,064	32,819	36,929	41,603	46,944	53,161	60,693	69,289	79,137
2 Hourly	14.25	16.01	18.04	20.35	23.00	26.03	29.76	33.92	38.75
2 Biweekly	1,140.00	1,280.80	1,443.20	1,628.00	1,840.00	2,082.40	2,380.80	2,713.60	3,100.00
2 Annual*	29,731	33,403	37,639	42,458	47,987	54,309	62,091	70,771	80,848
3 Hourly	14.53	16.31	18.43	20.78	23.45	26.59	30.40	34.73	39.63
3 Biweekly	1,162.40	1,304.80	1,474.40	1,662.40	1,876.00	2,127.20	2,432.00	2,778.40	3,170.40
3 Annual*	30,315	34,029	38,452	43,355	48,926	55,477	63,427	72,461	82,684
4 Hourly	14.79	16.67	18.82	21.22	23.94	27.21	31.05	35.50	40.50
4 Biweekly	1,183.20	1,333.60	1,505.60	1,697.60	1,915.20	2,176.80	2,484.00	2,840.00	3,240.00
4 Annual*	30,858	34,780	39,266	44,273	49,948	56,771	64,783	74,067	84,499
5 Hourly	15.11	17.01	19.10	21.60	24.43	27.84	31.75	36.26	41.41
5 Biweekly	1,208.80	1,360.80	1,528.00	1,728.00	1,954.40	2,227.20	2,540.00	2,900.80	3,312.80
5 Annual*	31,526	35,490	39,850	45,066	50,971	58,085	66,243	75,653	86,398
6 Hourly	15.37	17.30	19.54	22.05	24.96	28.43	32.51	37.09	42.30
6 Biweekly	1,229.60	1,384.00	1,563.20	1,764.00	1,996.80	2,274.40	2,600.80	2,967.20	3,384.00
6 Annual*	32,068	36,095	40,768	46,005	52,077	59,316	67,829	77,385	88,255
7 Hourly	15.73	17.70	19.94	22.50	25.48	29.09	33.21	37.93	43.25
7 Biweekly	1,258.40	1,416.00	1,595.20	1,800.00	2,038.40	2,327.20	2,656.80	3,034.40	3,460.00
7 Annual*	32,819	36,929	41,603	46,944	53,161	60,693	69,289	79,137	90,237
8 Hourly	16.01	18.04	20.35	23.00	26.03	29.76	33.92	38.75	44.23
8 Biweekly	1,280.80	1,443.20	1,628.00	1,840.00	2,082.40	2,380.80	2,713.60	3,100.00	3,538.40
8 Annual*	33,403	37,639	42,458	47,987	54,309	62,091	70,771	80,848	92,281
9 Hourly	16.31	18.43	20.78	23.45	26.59	30.40	34.73	39.63	45.21
9 Biweekly	1,304.80	1,474.40	1,662.40	1,876.00	2,127.20	2,432.00	2,778.40	3,170.40	3,616.80
9 Annual*	34,029	38,452	43,355	48,926	55,477	63,427	72,461	82,684	94,326
10 Hourly	16.67	18.82	21.22	23.94	27.21	31.05	35.50	40.50	46.20
10 Biweekly	1,333.60	1,505.60	1,697.60	1,915.20	2,176.80	2,484.00	2,840.00	3,240.00	3,696.00
10 Annual*	34,780	39,266	44,273	49,948	56,771	64,783	74,067	84,499	96,392

40	COMMONWEALTH OF PENNSYLVANIA	40
	40 HOUR STANDARD PAY SCHEDULE	
	EFFECTIVE JULY 1, 2023	
	PAY SCALE TYPE ST	

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
11	Hourly 17.01 Biweekly 1,360.80 Annual* 35,490	Hourly 19.10 Biweekly 1,528.00 Annual* 39,850	Hourly 21.60 Biweekly 1,728.00 Annual* 45,066	Hourly 24.43 Biweekly 1,954.40 Annual* 50,971	Hourly 27.84 Biweekly 2,227.20 Annual* 58,085	Hourly 31.75 Biweekly 2,540.00 Annual* 66,243	Hourly 36.26 Biweekly 2,900.80 Annual* 75,653	Hourly 41.41 Biweekly 3,312.80 Annual* 86,398	Hourly 47.19 Biweekly 3,775.20 Annual* 98,457
12	Hourly 17.30 Biweekly 1,384.00 Annual* 36,095	Hourly 19.54 Biweekly 1,563.20 Annual* 40,768	Hourly 22.05 Biweekly 1,764.00 Annual* 46,005	Hourly 24.96 Biweekly 1,996.80 Annual* 52,077	Hourly 28.43 Biweekly 2,274.40 Annual* 59,316	Hourly 32.51 Biweekly 2,600.80 Annual* 67,829	Hourly 37.09 Biweekly 2,967.20 Annual* 77,385	Hourly 42.30 Biweekly 3,384.00 Annual* 88,255	Hourly 48.28 Biweekly 3,862.40 Annual* 100,731
13	Hourly 17.70 Biweekly 1,416.00 Annual* 36,929	Hourly 19.94 Biweekly 1,595.20 Annual* 41,603	Hourly 22.50 Biweekly 1,800.00 Annual* 46,944	Hourly 25.48 Biweekly 2,038.40 Annual* 53,161	Hourly 29.09 Biweekly 2,327.20 Annual* 60,693	Hourly 33.21 Biweekly 2,656.80 Annual* 69,289	Hourly 37.93 Biweekly 3,034.40 Annual* 79,137	Hourly 43.25 Biweekly 3,460.00 Annual* 90,237	Hourly 49.40 Biweekly 3,952.00 Annual* 103,068
14	Hourly 18.04 Biweekly 1,443.20 Annual* 37,639	Hourly 20.35 Biweekly 1,628.00 Annual* 42,458	Hourly 23.00 Biweekly 1,840.00 Annual* 47,987	Hourly 26.03 Biweekly 2,082.40 Annual* 54,309	Hourly 29.76 Biweekly 2,380.80 Annual* 62,091	Hourly 33.92 Biweekly 2,713.60 Annual* 70,771	Hourly 38.75 Biweekly 3,100.00 Annual* 80,848	Hourly 44.23 Biweekly 3,538.40 Annual* 92,281	Hourly 50.44 Biweekly 4,035.20 Annual* 105,238
15	Hourly 18.43 Biweekly 1,474.40 Annual* 38,452	Hourly 20.78 Biweekly 1,662.40 Annual* 43,355	Hourly 23.45 Biweekly 1,876.00 Annual* 48,926	Hourly 26.59 Biweekly 2,127.20 Annual* 55,477	Hourly 30.40 Biweekly 2,432.00 Annual* 63,427	Hourly 34.73 Biweekly 2,778.40 Annual* 72,461	Hourly 39.63 Biweekly 3,170.40 Annual* 82,684	Hourly 45.21 Biweekly 3,616.80 Annual* 94,326	Hourly 51.60 Biweekly 4,128.00 Annual* 107,658
16	Hourly 18.82 Biweekly 1,505.60 Annual* 39,266	Hourly 21.22 Biweekly 1,697.60 Annual* 44,273	Hourly 23.94 Biweekly 1,915.20 Annual* 49,948	Hourly 27.21 Biweekly 2,176.80 Annual* 56,771	Hourly 31.05 Biweekly 2,484.00 Annual* 64,783	Hourly 35.50 Biweekly 2,840.00 Annual* 74,067	Hourly 40.50 Biweekly 3,240.00 Annual* 84,499	Hourly 46.20 Biweekly 3,696.00 Annual* 96,392	Hourly 52.77 Biweekly 4,221.60 Annual* 110,099
17	Hourly 19.10 Biweekly 1,528.00 Annual* 39,850	Hourly 21.60 Biweekly 1,728.00 Annual* 45,066	Hourly 24.43 Biweekly 1,954.40 Annual* 50,971	Hourly 27.84 Biweekly 2,227.20 Annual* 58,085	Hourly 31.75 Biweekly 2,540.00 Annual* 66,243	Hourly 36.26 Biweekly 2,900.80 Annual* 75,653	Hourly 41.41 Biweekly 3,312.80 Annual* 86,398	Hourly 47.19 Biweekly 3,775.20 Annual* 98,457	Hourly 53.94 Biweekly 4,315.20 Annual* 112,540
18	Hourly 19.54 Biweekly 1,563.20 Annual* 40,768	Hourly 22.05 Biweekly 1,764.00 Annual* 46,005	Hourly 24.96 Biweekly 1,996.80 Annual* 52,077	Hourly 28.43 Biweekly 2,274.40 Annual* 59,316	Hourly 32.51 Biweekly 2,600.80 Annual* 67,829	Hourly 37.09 Biweekly 2,967.20 Annual* 77,385	Hourly 42.30 Biweekly 3,384.00 Annual* 88,255	Hourly 48.28 Biweekly 3,862.40 Annual* 100,731	Hourly 55.11 Biweekly 4,408.80 Annual* 114,982
19	Hourly 19.94 Biweekly 1,595.20 Annual* 41,603	Hourly 22.50 Biweekly 1,800.00 Annual* 46,944	Hourly 25.48 Biweekly 2,038.40 Annual* 53,161	Hourly 29.09 Biweekly 2,327.20 Annual* 60,693	Hourly 33.21 Biweekly 2,656.80 Annual* 69,289	Hourly 37.93 Biweekly 3,034.40 Annual* 79,137	Hourly 43.25 Biweekly 3,460.00 Annual* 90,237	Hourly 49.40 Biweekly 3,952.00 Annual* 103,068	Hourly 56.36 Biweekly 4,508.80 Annual* 117,590
20	Hourly 20.35 Biweekly 1,628.00 Annual* 42,458	Hourly 23.00 Biweekly 1,840.00 Annual* 47,987	Hourly 26.03 Biweekly 2,082.40 Annual* 54,309	Hourly 29.76 Biweekly 2,380.80 Annual* 62,091	Hourly 33.92 Biweekly 2,713.60 Annual* 70,771	Hourly 38.75 Biweekly 3,100.00 Annual* 80,848	Hourly 44.23 Biweekly 3,538.40 Annual* 92,281	Hourly 50.44 Biweekly 4,035.20 Annual* 105,238	Hourly 57.60 Biweekly 4,608.00 Annual* 120,177

* 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.

**COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2024
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
1 Hourly	14.21	16.04	18.05	20.34	22.95	25.99	29.67	33.87	38.69	44.12
1 Biweekly	1,065.75	1,203.00	1,353.75	1,525.50	1,721.25	1,949.25	2,225.25	2,540.25	2,901.75	3,309.00
1 Annual*	27,795	31,374	35,306	39,785	44,890	50,836	58,035	66,250	75,678	86,299
2 Hourly	14.54	16.33	18.40	20.76	23.46	26.55	30.36	34.60	39.53	45.11
2 Biweekly	1,090.50	1,224.75	1,380.00	1,557.00	1,759.50	1,991.25	2,277.00	2,595.00	2,964.75	3,383.25
2 Annual*	28,440	31,941	35,990	40,607	45,888	51,932	59,384	67,678	77,321	88,235
3 Hourly	14.82	16.64	18.80	21.20	23.92	27.12	31.01	35.42	40.42	46.11
3 Biweekly	1,111.50	1,248.00	1,410.00	1,590.00	1,794.00	2,034.00	2,325.75	2,656.50	3,031.50	3,458.25
3 Annual*	28,988	32,548	36,773	41,467	46,788	53,047	60,656	69,282	79,062	90,191
4 Hourly	15.09	17.00	19.20	21.64	24.42	27.75	31.67	36.21	41.31	47.12
4 Biweekly	1,131.75	1,275.00	1,440.00	1,623.00	1,831.50	2,081.25	2,375.25	2,715.75	3,098.25	3,534.00
4 Annual*	29,516	33,252	37,555	42,328	47,766	54,279	61,947	70,827	80,802	92,167
5 Hourly	15.41	17.35	19.48	22.03	24.92	28.40	32.39	36.99	42.24	48.13
5 Biweekly	1,155.75	1,301.25	1,461.00	1,652.25	1,869.00	2,130.00	2,429.25	2,774.25	3,168.00	3,609.75
5 Annual*	30,142	33,937	38,103	43,091	48,744	55,550	63,355	72,352	82,621	94,142
6 Hourly	15.68	17.65	19.93	22.49	25.46	29.00	33.16	37.83	43.15	49.25
6 Biweekly	1,176.00	1,323.75	1,494.75	1,686.75	1,909.50	2,175.00	2,487.00	2,837.25	3,236.25	3,693.75
6 Annual*	30,670	34,523	38,983	43,990	49,800	56,724	64,861	73,995	84,401	96,333
7 Hourly	16.04	18.05	20.34	22.95	25.99	29.67	33.87	38.69	44.12	50.39
7 Biweekly	1,203.00	1,353.75	1,525.50	1,721.25	1,949.25	2,225.25	2,540.25	2,901.75	3,309.00	3,779.25
7 Annual*	31,374	35,306	39,785	44,890	50,836	58,035	66,250	75,678	86,299	98,563
8 Hourly	16.33	18.40	20.76	23.46	26.55	30.36	34.60	39.53	45.11	51.45
8 Biweekly	1,224.75	1,380.00	1,557.00	1,759.50	1,991.25	2,277.00	2,595.00	2,964.75	3,383.25	3,858.75
8 Annual*	31,941	35,990	40,607	45,888	51,932	59,384	67,678	77,321	88,235	100,636
9 Hourly	16.64	18.80	21.20	23.92	27.12	31.01	35.42	40.42	46.11	52.63
9 Biweekly	1,248.00	1,410.00	1,590.00	1,794.00	2,034.00	2,325.75	2,656.50	3,031.50	3,458.25	3,947.25
9 Annual*	32,548	36,773	41,467	46,788	53,047	60,656	69,282	79,062	90,191	102,944
10 Hourly	17.00	19.20	21.64	24.42	27.75	31.67	36.21	41.31	47.12	53.83
10 Biweekly	1,275.00	1,440.00	1,623.00	1,831.50	2,081.25	2,375.25	2,715.75	3,098.25	3,534.00	4,037.25
10 Annual*	33,252	37,555	42,328	47,766	54,279	61,947	70,827	80,802	92,167	105,291

COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2024
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	17.35	19.48	22.03	24.92	28.40	32.39	36.99	42.24	48.13	55.02
11 Biweekly	1,301.25	1,461.00	1,652.25	1,869.00	2,130.00	2,429.25	2,774.25	3,168.00	3,609.75	4,126.50
Annual*	33,937	38,103	43,091	48,744	55,550	63,355	72,352	82,621	94,142	107,619
Hourly	17.65	19.93	22.49	25.46	29.00	33.16	37.83	43.15	49.25	56.21
12 Biweekly	1,323.75	1,494.75	1,686.75	1,909.50	2,175.00	2,487.00	2,837.25	3,236.25	3,693.75	4,215.75
Annual*	34,523	38,983	43,990	49,800	56,724	64,861	73,995	84,401	96,333	109,947
Hourly	18.05	20.34	22.95	25.99	29.67	33.87	38.69	44.12	50.39	57.49
13 Biweekly	1,353.75	1,525.50	1,721.25	1,949.25	2,225.25	2,540.25	2,901.75	3,309.00	3,779.25	4,311.75
Annual*	35,306	39,785	44,890	50,836	58,035	66,250	75,678	86,299	98,563	112,450
Hourly	18.40	20.76	23.46	26.55	30.36	34.60	39.53	45.11	51.45	58.75
14 Biweekly	1,380.00	1,557.00	1,759.50	1,991.25	2,277.00	2,595.00	2,964.75	3,383.25	3,858.75	4,406.25
Annual*	35,990	40,607	45,888	51,932	59,384	67,678	77,321	88,235	100,636	114,915
Hourly	18.80	21.20	23.92	27.12	31.01	35.42	40.42	46.11	52.63	60.06
15 Biweekly	1,410.00	1,590.00	1,794.00	2,034.00	2,325.75	2,656.50	3,031.50	3,458.25	3,947.25	4,504.50
Annual*	36,773	41,467	46,788	53,047	60,656	69,282	79,062	90,191	102,944	117,477
Hourly	19.20	21.64	24.42	27.75	31.67	36.21	41.31	47.12	53.83	61.39
16 Biweekly	1,440.00	1,623.00	1,831.50	2,081.25	2,375.25	2,715.75	3,098.25	3,534.00	4,037.25	4,604.25
Annual*	37,555	42,328	47,766	54,279	61,947	70,827	80,802	92,167	105,291	120,079
Hourly	19.48	22.03	24.92	28.40	32.39	36.99	42.24	48.13	55.02	62.81
17 Biweekly	1,461.00	1,652.25	1,869.00	2,130.00	2,429.25	2,774.25	3,168.00	3,609.75	4,126.50	4,710.75
Annual*	38,103	43,091	48,744	55,550	63,355	72,352	82,621	94,142	107,619	122,856
Hourly	19.93	22.49	25.46	29.00	33.16	37.83	43.15	49.25	56.21	64.21
18 Biweekly	1,494.75	1,686.75	1,909.50	2,175.00	2,487.00	2,837.25	3,236.25	3,693.75	4,215.75	4,815.75
Annual*	38,983	43,990	49,800	56,724	64,861	73,995	84,401	96,333	109,947	125,595
Hourly	20.34	22.95	25.99	29.67	33.87	38.69	44.12	50.39	57.49	65.59
19 Biweekly	1,525.50	1,721.25	1,949.25	2,225.25	2,540.25	2,901.75	3,309.00	3,779.25	4,311.75	4,919.25
Annual*	39,785	44,890	50,836	58,035	66,250	75,678	86,299	98,563	112,450	128,294
Hourly	20.76	23.46	26.55	30.36	34.60	39.53	45.11	51.45	58.75	67.08
20 Biweekly	1,557.00	1,759.50	1,991.25	2,277.00	2,595.00	2,964.75	3,383.25	3,858.75	4,406.25	5,031.00
Annual*	40,607	45,888	51,932	59,384	67,678	77,321	88,235	100,636	114,915	131,208

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

40	COMMONWEALTH OF PENNSYLVANIA	40
	40 HOUR STANDARD PAY SCHEDULE	
	EFFECTIVE JULY 1, 2024	
	PAY SCALE TYPE ST	

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
1	Hourly 14.21 Biweekly 1,136.80 Annual* 29,648	Hourly 16.04 Biweekly 1,283.20 Annual* 33,466	Hourly 18.05 Biweekly 1,444.00 Annual* 37,660	Hourly 20.34 Biweekly 1,627.20 Annual* 42,437	Hourly 22.95 Biweekly 1,836.00 Annual* 47,883	Hourly 25.99 Biweekly 2,079.20 Annual* 54,226	Hourly 29.67 Biweekly 2,373.60 Annual* 61,903	Hourly 33.87 Biweekly 2,709.60 Annual* 70,666	Hourly 38.69 Biweekly 3,095.20 Annual* 80,723
2	Hourly 14.54 Biweekly 1,163.20 Annual* 30,336	Hourly 16.33 Biweekly 1,306.40 Annual* 34,071	Hourly 18.40 Biweekly 1,472.00 Annual* 38,390	Hourly 20.76 Biweekly 1,660.80 Annual* 43,314	Hourly 23.46 Biweekly 1,876.80 Annual* 48,947	Hourly 26.55 Biweekly 2,124.00 Annual* 55,394	Hourly 30.36 Biweekly 2,428.80 Annual* 63,343	Hourly 34.60 Biweekly 2,768.00 Annual* 72,189	Hourly 39.53 Biweekly 3,162.40 Annual* 82,475
3	Hourly 14.82 Biweekly 1,185.60 Annual* 30,920	Hourly 16.64 Biweekly 1,331.20 Annual* 34,718	Hourly 18.80 Biweekly 1,504.00 Annual* 39,224	Hourly 21.20 Biweekly 1,696.00 Annual* 44,232	Hourly 23.92 Biweekly 1,913.60 Annual* 49,907	Hourly 27.12 Biweekly 2,169.60 Annual* 56,583	Hourly 31.01 Biweekly 2,480.80 Annual* 64,699	Hourly 35.42 Biweekly 2,833.60 Annual* 73,900	Hourly 40.42 Biweekly 3,233.60 Annual* 84,332
4	Hourly 15.09 Biweekly 1,207.20 Annual* 31,484	Hourly 17.00 Biweekly 1,360.00 Annual* 35,469	Hourly 19.20 Biweekly 1,536.00 Annual* 40,059	Hourly 21.64 Biweekly 1,731.20 Annual* 45,150	Hourly 24.42 Biweekly 1,953.60 Annual* 50,950	Hourly 27.75 Biweekly 2,220.00 Annual* 57,898	Hourly 31.67 Biweekly 2,533.60 Annual* 66,076	Hourly 36.21 Biweekly 2,896.80 Annual* 75,549	Hourly 41.31 Biweekly 3,304.80 Annual* 86,189
5	Hourly 15.41 Biweekly 1,232.80 Annual* 32,151	Hourly 17.35 Biweekly 1,388.00 Annual* 36,199	Hourly 19.48 Biweekly 1,558.40 Annual* 40,643	Hourly 22.03 Biweekly 1,762.40 Annual* 45,963	Hourly 24.92 Biweekly 1,993.60 Annual* 51,993	Hourly 28.40 Biweekly 2,272.00 Annual* 59,254	Hourly 32.39 Biweekly 2,591.20 Annual* 67,578	Hourly 36.99 Biweekly 2,959.20 Annual* 77,176	Hourly 42.24 Biweekly 3,379.20 Annual* 88,130
6	Hourly 15.68 Biweekly 1,254.40 Annual* 32,715	Hourly 17.65 Biweekly 1,412.00 Annual* 36,825	Hourly 19.93 Biweekly 1,594.40 Annual* 41,582	Hourly 22.49 Biweekly 1,799.20 Annual* 46,923	Hourly 25.46 Biweekly 2,036.80 Annual* 53,120	Hourly 29.00 Biweekly 2,320.00 Annual* 60,506	Hourly 33.16 Biweekly 2,652.80 Annual* 69,185	Hourly 37.83 Biweekly 3,026.40 Annual* 78,929	Hourly 43.15 Biweekly 3,452.00 Annual* 90,028
7	Hourly 16.04 Biweekly 1,283.20 Annual* 33,466	Hourly 18.05 Biweekly 1,444.00 Annual* 37,660	Hourly 20.34 Biweekly 1,627.20 Annual* 42,437	Hourly 22.95 Biweekly 1,836.00 Annual* 47,883	Hourly 25.99 Biweekly 2,079.20 Annual* 54,226	Hourly 29.67 Biweekly 2,373.60 Annual* 61,903	Hourly 33.87 Biweekly 2,709.60 Annual* 70,666	Hourly 38.69 Biweekly 3,095.20 Annual* 80,723	Hourly 44.12 Biweekly 3,529.60 Annual* 92,052
8	Hourly 16.33 Biweekly 1,306.40 Annual* 34,071	Hourly 18.40 Biweekly 1,472.00 Annual* 38,390	Hourly 20.76 Biweekly 1,660.80 Annual* 43,314	Hourly 23.46 Biweekly 1,876.80 Annual* 48,947	Hourly 26.55 Biweekly 2,124.00 Annual* 55,394	Hourly 30.36 Biweekly 2,428.80 Annual* 63,343	Hourly 34.60 Biweekly 2,768.00 Annual* 72,189	Hourly 39.53 Biweekly 3,162.40 Annual* 82,475	Hourly 45.11 Biweekly 3,608.80 Annual* 94,118
9	Hourly 16.64 Biweekly 1,331.20 Annual* 34,718	Hourly 18.80 Biweekly 1,504.00 Annual* 39,224	Hourly 21.20 Biweekly 1,696.00 Annual* 44,232	Hourly 23.92 Biweekly 1,913.60 Annual* 49,907	Hourly 27.12 Biweekly 2,169.60 Annual* 56,583	Hourly 31.01 Biweekly 2,480.80 Annual* 64,699	Hourly 35.42 Biweekly 2,833.60 Annual* 73,900	Hourly 40.42 Biweekly 3,233.60 Annual* 84,332	Hourly 46.11 Biweekly 3,688.80 Annual* 96,204
10	Hourly 17.00 Biweekly 1,360.00 Annual* 35,469	Hourly 19.20 Biweekly 1,536.00 Annual* 40,059	Hourly 21.64 Biweekly 1,731.20 Annual* 45,150	Hourly 24.42 Biweekly 1,953.60 Annual* 50,950	Hourly 27.75 Biweekly 2,220.00 Annual* 57,898	Hourly 31.67 Biweekly 2,533.60 Annual* 66,076	Hourly 36.21 Biweekly 2,896.80 Annual* 75,549	Hourly 41.31 Biweekly 3,304.80 Annual* 86,189	Hourly 47.12 Biweekly 3,769.60 Annual* 98,311

40	COMMONWEALTH OF PENNSYLVANIA	40
	40 HOUR STANDARD PAY SCHEDULE	
	EFFECTIVE JULY 1, 2024	
	PAY SCALE TYPE ST	

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
11 Hourly	17.35	19.48	22.03	24.92	28.40	32.39	36.99	42.24	48.13
11 Biweekly	1,388.00	1,558.40	1,762.40	1,993.60	2,272.00	2,591.20	2,959.20	3,379.20	3,850.40
11 Annual*	36,199	40,643	45,963	51,993	59,254	67,578	77,176	88,130	100,418
12 Hourly	17.65	19.93	22.49	25.46	29.00	33.16	37.83	43.15	49.25
12 Biweekly	1,412.00	1,594.40	1,799.20	2,036.80	2,320.00	2,652.80	3,026.40	3,452.00	3,940.00
12 Annual*	36,825	41,582	46,923	53,120	60,506	69,185	78,929	90,028	102,755
13 Hourly	18.05	20.34	22.95	25.99	29.67	33.87	38.69	44.12	50.39
13 Biweekly	1,444.00	1,627.20	1,836.00	2,079.20	2,373.60	2,709.60	3,095.20	3,529.60	4,031.20
13 Annual*	37,660	42,437	47,883	54,226	61,903	70,666	80,723	92,052	105,134
14 Hourly	18.40	20.76	23.46	26.55	30.36	34.60	39.53	45.11	51.45
14 Biweekly	1,472.00	1,660.80	1,876.80	2,124.00	2,428.80	2,768.00	3,162.40	3,608.80	4,116.00
14 Annual*	38,390	43,314	48,947	55,394	63,343	72,189	82,475	94,118	107,345
15 Hourly	18.80	21.20	23.92	27.12	31.01	35.42	40.42	46.11	52.63
15 Biweekly	1,504.00	1,696.00	1,913.60	2,169.60	2,480.80	2,833.60	3,233.60	3,688.80	4,210.40
15 Annual*	39,224	44,232	49,907	56,583	64,699	73,900	84,332	96,204	109,807
16 Hourly	19.20	21.64	24.42	27.75	31.67	36.21	41.31	47.12	53.83
16 Biweekly	1,536.00	1,731.20	1,953.60	2,220.00	2,533.60	2,896.80	3,304.80	3,769.60	4,306.40
16 Annual*	40,059	45,150	50,950	57,898	66,076	75,549	86,189	98,311	112,311
17 Hourly	19.48	22.03	24.92	28.40	32.39	36.99	42.24	48.13	55.02
17 Biweekly	1,558.40	1,762.40	1,993.60	2,272.00	2,591.20	2,959.20	3,379.20	3,850.40	4,401.60
17 Annual*	40,643	45,963	51,993	59,254	67,578	77,176	88,130	100,418	114,794
18 Hourly	19.93	22.49	25.46	29.00	33.16	37.83	43.15	49.25	56.21
18 Biweekly	1,594.40	1,799.20	2,036.80	2,320.00	2,652.80	3,026.40	3,452.00	3,940.00	4,496.80
18 Annual*	41,582	46,923	53,120	60,506	69,185	78,929	90,028	102,755	117,277
19 Hourly	20.34	22.95	25.99	29.67	33.87	38.69	44.12	50.39	57.49
19 Biweekly	1,627.20	1,836.00	2,079.20	2,373.60	2,709.60	3,095.20	3,529.60	4,031.20	4,599.20
19 Annual*	42,437	47,883	54,226	61,903	70,666	80,723	92,052	105,134	119,947
20 Hourly	20.76	23.46	26.55	30.36	34.60	39.53	45.11	51.45	58.75
20 Biweekly	1,660.80	1,876.80	2,124.00	2,428.80	2,768.00	3,162.40	3,608.80	4,116.00	4,700.00
20 Annual*	43,314	48,947	55,394	63,343	72,189	82,475	94,118	107,345	122,576

* 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.

COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2025
PAY SCALE TYPE ST

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
1 Hourly	14.53	16.40	18.46	20.80	23.47	26.57	30.34	34.63	39.56	45.11
1 Biweekly	1,089.75	1,230.00	1,384.50	1,560.00	1,760.25	1,992.75	2,275.50	2,597.25	2,967.00	3,383.25
1 Annual*	28,421	32,078	36,108	40,685	45,907	51,971	59,345	67,736	77,379	88,235
2 Hourly	14.87	16.70	18.81	21.23	23.99	27.15	31.04	35.38	40.42	46.12
2 Biweekly	1,115.25	1,252.50	1,410.75	1,592.25	1,799.25	2,036.25	2,328.00	2,653.50	3,031.50	3,459.00
2 Annual*	29,086	32,665	36,792	41,526	46,924	53,105	60,714	69,203	79,062	90,211
3 Hourly	15.15	17.01	19.22	21.68	24.46	27.73	31.71	36.22	41.33	47.15
3 Biweekly	1,136.25	1,275.75	1,441.50	1,626.00	1,834.50	2,079.75	2,378.25	2,716.50	3,099.75	3,536.25
3 Annual*	29,633	33,272	37,594	42,406	47,844	54,240	62,025	70,846	80,841	92,225
4 Hourly	15.43	17.38	19.63	22.13	24.97	28.37	32.38	37.02	42.24	48.18
4 Biweekly	1,157.25	1,303.50	1,472.25	1,659.75	1,872.75	2,127.75	2,428.50	2,776.50	3,168.00	3,613.50
4 Annual*	30,181	33,995	38,396	43,286	48,841	55,492	63,335	72,411	82,621	94,240
5 Hourly	15.76	17.74	19.92	22.53	25.48	29.04	33.12	37.82	43.19	49.21
5 Biweekly	1,182.00	1,330.50	1,494.00	1,689.75	1,911.00	2,178.00	2,484.00	2,836.50	3,239.25	3,690.75
5 Annual*	30,827	34,699	38,964	44,069	49,839	56,802	64,783	73,976	84,480	96,255
6 Hourly	16.03	18.05	20.38	23.00	26.03	29.65	33.91	38.68	44.12	50.36
6 Biweekly	1,202.25	1,353.75	1,528.50	1,725.00	1,952.25	2,223.75	2,543.25	2,901.00	3,309.00	3,777.00
6 Annual*	31,355	35,306	39,863	44,988	50,915	57,995	66,328	75,658	86,299	98,504
7 Hourly	16.40	18.46	20.80	23.47	26.57	30.34	34.63	39.56	45.11	51.52
7 Biweekly	1,230.00	1,384.50	1,560.00	1,760.25	1,992.75	2,275.50	2,597.25	2,967.00	3,383.25	3,864.00
7 Annual*	32,078	36,108	40,685	45,907	51,971	59,345	67,736	77,379	88,235	100,773
8 Hourly	16.70	18.81	21.23	23.99	27.15	31.04	35.38	40.42	46.12	52.61
8 Biweekly	1,252.50	1,410.75	1,592.25	1,799.25	2,036.25	2,328.00	2,653.50	3,031.50	3,459.00	3,945.75
8 Annual*	32,665	36,792	41,526	46,924	53,105	60,714	69,203	79,062	90,211	102,905
9 Hourly	17.01	19.22	21.68	24.46	27.73	31.71	36.22	41.33	47.15	53.81
9 Biweekly	1,275.75	1,441.50	1,626.00	1,834.50	2,079.75	2,378.25	2,716.50	3,099.75	3,536.25	4,035.75
9 Annual*	33,272	37,594	42,406	47,844	54,240	62,025	70,846	80,841	92,225	105,252
10 Hourly	17.38	19.63	22.13	24.97	28.37	32.38	37.02	42.24	48.18	55.04
10 Biweekly	1,303.50	1,472.25	1,659.75	1,872.75	2,127.75	2,428.50	2,776.50	3,168.00	3,613.50	4,128.00
10 Annual*	33,995	38,396	43,286	48,841	55,492	63,335	72,411	82,621	94,240	107,658

COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2025
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	17.74	19.92	22.53	25.48	29.04	33.12	37.82	43.19	49.21	56.26
11 Biweekly	1,330.50	1,494.00	1,689.75	1,911.00	2,178.00	2,484.00	2,836.50	3,239.25	3,690.75	4,219.50
Annual*	34,699	38,964	44,069	49,839	56,802	64,783	73,976	84,480	96,255	110,045
Hourly	18.05	20.38	23.00	26.03	29.65	33.91	38.68	44.12	50.36	57.47
12 Biweekly	1,353.75	1,528.50	1,725.00	1,952.25	2,223.75	2,543.25	2,901.00	3,309.00	3,777.00	4,310.25
Annual*	35,306	39,863	44,988	50,915	57,995	66,328	75,658	86,299	98,504	112,411
Hourly	18.46	20.80	23.47	26.57	30.34	34.63	39.56	45.11	51.52	58.78
13 Biweekly	1,384.50	1,560.00	1,760.25	1,992.75	2,275.50	2,597.25	2,967.00	3,383.25	3,864.00	4,408.50
Annual*	36,108	40,685	45,907	51,971	59,345	67,736	77,379	88,235	100,773	114,974
Hourly	18.81	21.23	23.99	27.15	31.04	35.38	40.42	46.12	52.61	60.07
14 Biweekly	1,410.75	1,592.25	1,799.25	2,036.25	2,328.00	2,653.50	3,031.50	3,459.00	3,945.75	4,505.25
Annual*	36,792	41,526	46,924	53,105	60,714	69,203	79,062	90,211	102,905	117,497
Hourly	19.22	21.68	24.46	27.73	31.71	36.22	41.33	47.15	53.81	61.41
15 Biweekly	1,441.50	1,626.00	1,834.50	2,079.75	2,378.25	2,716.50	3,099.75	3,536.25	4,035.75	4,605.75
Annual*	37,594	42,406	47,844	54,240	62,025	70,846	80,841	92,225	105,252	120,118
Hourly	19.63	22.13	24.97	28.37	32.38	37.02	42.24	48.18	55.04	62.77
16 Biweekly	1,472.25	1,659.75	1,872.75	2,127.75	2,428.50	2,776.50	3,168.00	3,613.50	4,128.00	4,707.75
Annual*	38,396	43,286	48,841	55,492	63,335	72,411	82,621	94,240	107,658	122,778
Hourly	19.92	22.53	25.48	29.04	33.12	37.82	43.19	49.21	56.26	64.22
17 Biweekly	1,494.00	1,689.75	1,911.00	2,178.00	2,484.00	2,836.50	3,239.25	3,690.75	4,219.50	4,816.50
Annual*	38,964	44,069	49,839	56,802	64,783	73,976	84,480	96,255	110,045	125,614
Hourly	20.38	23.00	26.03	29.65	33.91	38.68	44.12	50.36	57.47	65.65
18 Biweekly	1,528.50	1,725.00	1,952.25	2,223.75	2,543.25	2,901.00	3,309.00	3,777.00	4,310.25	4,923.75
Annual*	39,863	44,988	50,915	57,995	66,328	75,658	86,299	98,504	112,411	128,411
Hourly	20.80	23.47	26.57	30.34	34.63	39.56	45.11	51.52	58.78	67.07
19 Biweekly	1,560.00	1,760.25	1,992.75	2,275.50	2,597.25	2,967.00	3,383.25	3,864.00	4,408.50	5,030.25
Annual*	40,685	45,907	51,971	59,345	67,736	77,379	88,235	100,773	114,974	131,189
Hourly	21.23	23.99	27.15	31.04	35.38	40.42	46.12	52.61	60.07	68.59
20 Biweekly	1,592.25	1,799.25	2,036.25	2,328.00	2,653.50	3,031.50	3,459.00	3,945.75	4,505.25	5,144.25
Annual*	41,526	46,924	53,105	60,714	69,203	79,062	90,211	102,905	117,497	134,162

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

40	COMMONWEALTH OF PENNSYLVANIA	40
	40 HOUR STANDARD PAY SCHEDULE	
	EFFECTIVE JULY 1, 2025	
	PAY SCALE TYPE ST	

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
1	Hourly 14.53 Biweekly 1,162.40 Annual* 30,315	Hourly 16.40 Biweekly 1,312.00 Annual* 34,217	Hourly 18.46 Biweekly 1,476.80 Annual* 38,515	Hourly 20.80 Biweekly 1,664.00 Annual* 43,397	Hourly 23.47 Biweekly 1,877.60 Annual* 48,968	Hourly 26.57 Biweekly 2,125.60 Annual* 55,436	Hourly 30.34 Biweekly 2,427.20 Annual* 63,301	Hourly 34.63 Biweekly 2,770.40 Annual* 72,252	Hourly 39.56 Biweekly 3,164.80 Annual* 82,538
2	Hourly 14.87 Biweekly 1,189.60 Annual* 31,025	Hourly 16.70 Biweekly 1,336.00 Annual* 34,843	Hourly 18.81 Biweekly 1,504.80 Annual* 39,245	Hourly 21.23 Biweekly 1,698.40 Annual* 44,294	Hourly 23.99 Biweekly 1,919.20 Annual* 50,053	Hourly 27.15 Biweekly 2,172.00 Annual* 56,646	Hourly 31.04 Biweekly 2,483.20 Annual* 64,762	Hourly 35.38 Biweekly 2,830.40 Annual* 73,817	Hourly 40.42 Biweekly 3,233.60 Annual* 84,332
3	Hourly 15.15 Biweekly 1,212.00 Annual* 31,609	Hourly 17.01 Biweekly 1,360.80 Annual* 35,490	Hourly 19.22 Biweekly 1,537.60 Annual* 40,101	Hourly 21.68 Biweekly 1,734.40 Annual* 45,233	Hourly 24.46 Biweekly 1,956.80 Annual* 51,033	Hourly 27.73 Biweekly 2,218.40 Annual* 57,856	Hourly 31.71 Biweekly 2,536.80 Annual* 66,160	Hourly 36.22 Biweekly 2,897.60 Annual* 75,569	Hourly 41.33 Biweekly 3,306.40 Annual* 86,231
4	Hourly 15.43 Biweekly 1,234.40 Annual* 32,193	Hourly 17.38 Biweekly 1,390.40 Annual* 36,262	Hourly 19.63 Biweekly 1,570.40 Annual* 40,956	Hourly 22.13 Biweekly 1,770.40 Annual* 46,172	Hourly 24.97 Biweekly 1,997.60 Annual* 52,097	Hourly 28.37 Biweekly 2,269.60 Annual* 59,191	Hourly 32.38 Biweekly 2,590.40 Annual* 67,558	Hourly 37.02 Biweekly 2,961.60 Annual* 77,239	Hourly 42.24 Biweekly 3,379.20 Annual* 88,130
5	Hourly 15.76 Biweekly 1,260.80 Annual* 32,882	Hourly 17.74 Biweekly 1,419.20 Annual* 37,013	Hourly 19.92 Biweekly 1,593.60 Annual* 41,561	Hourly 22.53 Biweekly 1,802.40 Annual* 47,007	Hourly 25.48 Biweekly 2,038.40 Annual* 53,161	Hourly 29.04 Biweekly 2,323.20 Annual* 60,589	Hourly 33.12 Biweekly 2,649.60 Annual* 69,102	Hourly 37.82 Biweekly 3,025.60 Annual* 78,908	Hourly 43.19 Biweekly 3,455.20 Annual* 90,112
6	Hourly 16.03 Biweekly 1,282.40 Annual* 33,445	Hourly 18.05 Biweekly 1,444.00 Annual* 37,660	Hourly 20.38 Biweekly 1,630.40 Annual* 42,521	Hourly 23.00 Biweekly 1,840.00 Annual* 47,987	Hourly 26.03 Biweekly 2,082.40 Annual* 54,309	Hourly 29.65 Biweekly 2,372.00 Annual* 61,862	Hourly 33.91 Biweekly 2,712.80 Annual* 70,750	Hourly 38.68 Biweekly 3,094.40 Annual* 80,702	Hourly 44.12 Biweekly 3,529.60 Annual* 92,052
7	Hourly 16.40 Biweekly 1,312.00 Annual* 34,217	Hourly 18.46 Biweekly 1,476.80 Annual* 38,515	Hourly 20.80 Biweekly 1,664.00 Annual* 43,397	Hourly 23.47 Biweekly 1,877.60 Annual* 48,968	Hourly 26.57 Biweekly 2,125.60 Annual* 55,436	Hourly 30.34 Biweekly 2,427.20 Annual* 63,301	Hourly 34.63 Biweekly 2,770.40 Annual* 72,252	Hourly 39.56 Biweekly 3,164.80 Annual* 82,538	Hourly 45.11 Biweekly 3,608.80 Annual* 94,118
8	Hourly 16.70 Biweekly 1,336.00 Annual* 34,843	Hourly 18.81 Biweekly 1,504.80 Annual* 39,245	Hourly 21.23 Biweekly 1,698.40 Annual* 44,294	Hourly 23.99 Biweekly 1,919.20 Annual* 50,053	Hourly 27.15 Biweekly 2,172.00 Annual* 56,646	Hourly 31.04 Biweekly 2,483.20 Annual* 64,762	Hourly 35.38 Biweekly 2,830.40 Annual* 73,817	Hourly 40.42 Biweekly 3,233.60 Annual* 84,332	Hourly 46.12 Biweekly 3,689.60 Annual* 96,225
9	Hourly 17.01 Biweekly 1,360.80 Annual* 35,490	Hourly 19.22 Biweekly 1,537.60 Annual* 40,101	Hourly 21.68 Biweekly 1,734.40 Annual* 45,233	Hourly 24.46 Biweekly 1,956.80 Annual* 51,033	Hourly 27.73 Biweekly 2,218.40 Annual* 57,856	Hourly 31.71 Biweekly 2,536.80 Annual* 66,160	Hourly 36.22 Biweekly 2,897.60 Annual* 75,569	Hourly 41.33 Biweekly 3,306.40 Annual* 86,231	Hourly 47.15 Biweekly 3,772.00 Annual* 98,374
10	Hourly 17.38 Biweekly 1,390.40 Annual* 36,262	Hourly 19.63 Biweekly 1,570.40 Annual* 40,956	Hourly 22.13 Biweekly 1,770.40 Annual* 46,172	Hourly 24.97 Biweekly 1,997.60 Annual* 52,097	Hourly 28.37 Biweekly 2,269.60 Annual* 59,191	Hourly 32.38 Biweekly 2,590.40 Annual* 67,558	Hourly 37.02 Biweekly 2,961.60 Annual* 77,239	Hourly 42.24 Biweekly 3,379.20 Annual* 88,130	Hourly 48.18 Biweekly 3,854.40 Annual* 100,523

40	COMMONWEALTH OF PENNSYLVANIA	40
40 HOUR STANDARD PAY SCHEDULE		
EFFECTIVE JULY 1, 2025		
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
Hourly	17.74	19.92	22.53	25.48	29.04	33.12	37.82	43.19	49.21
11 Biweekly	1,419.20	1,593.60	1,802.40	2,038.40	2,323.20	2,649.60	3,025.60	3,455.20	3,936.80
Annual*	37,013	41,561	47,007	53,161	60,589	69,102	78,908	90,112	102,672
Hourly	18.05	20.38	23.00	26.03	29.65	33.91	38.68	44.12	50.36
12 Biweekly	1,444.00	1,630.40	1,840.00	2,082.40	2,372.00	2,712.80	3,094.40	3,529.60	4,028.80
Annual*	37,660	42,521	47,987	54,309	61,862	70,750	80,702	92,052	105,071
Hourly	18.46	20.80	23.47	26.57	30.34	34.63	39.56	45.11	51.52
13 Biweekly	1,476.80	1,664.00	1,877.60	2,125.60	2,427.20	2,770.40	3,164.80	3,608.80	4,121.60
Annual*	38,515	43,397	48,968	55,436	63,301	72,252	82,538	94,118	107,491
Hourly	18.81	21.23	23.99	27.15	31.04	35.38	40.42	46.12	52.61
14 Biweekly	1,504.80	1,698.40	1,919.20	2,172.00	2,483.20	2,830.40	3,233.60	3,689.60	4,208.80
Annual*	39,245	44,294	50,053	56,646	64,762	73,817	84,332	96,225	109,766
Hourly	19.22	21.68	24.46	27.73	31.71	36.22	41.33	47.15	53.81
15 Biweekly	1,537.60	1,734.40	1,956.80	2,218.40	2,536.80	2,897.60	3,306.40	3,772.00	4,304.80
Annual*	40,101	45,233	51,033	57,856	66,160	75,569	86,231	98,374	112,269
Hourly	19.63	22.13	24.97	28.37	32.38	37.02	42.24	48.18	55.04
16 Biweekly	1,570.40	1,770.40	1,997.60	2,269.60	2,590.40	2,961.60	3,379.20	3,854.40	4,403.20
Annual*	40,956	46,172	52,097	59,191	67,558	77,239	88,130	100,523	114,835
Hourly	19.92	22.53	25.48	29.04	33.12	37.82	43.19	49.21	56.26
17 Biweekly	1,593.60	1,802.40	2,038.40	2,323.20	2,649.60	3,025.60	3,455.20	3,936.80	4,500.80
Annual*	41,561	47,007	53,161	60,589	69,102	78,908	90,112	102,672	117,381
Hourly	20.38	23.00	26.03	29.65	33.91	38.68	44.12	50.36	57.47
18 Biweekly	1,630.40	1,840.00	2,082.40	2,372.00	2,712.80	3,094.40	3,529.60	4,028.80	4,597.60
Annual*	42,521	47,987	54,309	61,862	70,750	80,702	92,052	105,071	119,905
Hourly	20.80	23.47	26.57	30.34	34.63	39.56	45.11	51.52	58.78
19 Biweekly	1,664.00	1,877.60	2,125.60	2,427.20	2,770.40	3,164.80	3,608.80	4,121.60	4,702.40
Annual*	43,397	48,968	55,436	63,301	72,252	82,538	94,118	107,491	122,639
Hourly	21.23	23.99	27.15	31.04	35.38	40.42	46.12	52.61	60.07
20 Biweekly	1,698.40	1,919.20	2,172.00	2,483.20	2,830.40	3,233.60	3,689.60	4,208.80	4,805.60
Annual*	44,294	50,053	56,646	64,762	73,817	84,332	96,225	109,766	125,330

* 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.

COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2026
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	14.82	16.73	18.83	21.22	23.94	27.10	30.95	35.32	40.35	46.01
1 Biweekly	1,111.50	1,254.75	1,412.25	1,591.50	1,795.50	2,032.50	2,321.25	2,649.00	3,026.25	3,450.75
Annual*	28,988	32,724	36,831	41,506	46,827	53,008	60,538	69,086	78,925	89,996
Hourly	15.17	17.03	19.19	21.65	24.47	27.69	31.66	36.09	41.23	47.04
2 Biweekly	1,137.75	1,277.25	1,439.25	1,623.75	1,835.25	2,076.75	2,374.50	2,706.75	3,092.25	3,528.00
Annual*	29,673	33,311	37,536	42,347	47,863	54,162	61,927	70,592	80,646	92,010
Hourly	15.45	17.35	19.60	22.11	24.95	28.28	32.34	36.94	42.16	48.09
3 Biweekly	1,158.75	1,301.25	1,470.00	1,658.25	1,871.25	2,121.00	2,425.50	2,770.50	3,162.00	3,606.75
Annual*	30,220	33,937	38,338	43,247	48,802	55,316	63,257	72,255	82,465	94,064
Hourly	15.74	17.73	20.02	22.57	25.47	28.94	33.03	37.76	43.08	49.14
4 Biweekly	1,180.50	1,329.75	1,501.50	1,692.75	1,910.25	2,170.50	2,477.25	2,832.00	3,231.00	3,685.50
Annual*	30,787	34,680	39,159	44,147	49,819	56,607	64,607	73,859	84,264	96,118
Hourly	16.08	18.09	20.32	22.98	25.99	29.62	33.78	38.58	44.05	50.19
5 Biweekly	1,206.00	1,356.75	1,524.00	1,723.50	1,949.25	2,221.50	2,533.50	2,893.50	3,303.75	3,764.25
Annual*	31,452	35,384	39,746	44,949	50,836	57,937	66,074	75,462	86,162	98,172
Hourly	16.35	18.41	20.79	23.46	26.55	30.24	34.59	39.45	45.00	51.37
6 Biweekly	1,226.25	1,380.75	1,559.25	1,759.50	1,991.25	2,268.00	2,594.25	2,958.75	3,375.00	3,852.75
Annual*	31,981	36,010	40,665	45,888	51,932	59,149	67,658	77,164	88,020	100,480
Hourly	16.73	18.83	21.22	23.94	27.10	30.95	35.32	40.35	46.01	52.55
7 Biweekly	1,254.75	1,412.25	1,591.50	1,795.50	2,032.50	2,321.25	2,649.00	3,026.25	3,450.75	3,941.25
Annual*	32,724	36,831	41,506	46,827	53,008	60,538	69,086	78,925	89,996	102,788
Hourly	17.03	19.19	21.65	24.47	27.69	31.66	36.09	41.23	47.04	53.66
8 Biweekly	1,277.25	1,439.25	1,623.75	1,835.25	2,076.75	2,374.50	2,706.75	3,092.25	3,528.00	4,024.50
Annual*	33,311	37,536	42,347	47,863	54,162	61,927	70,592	80,646	92,010	104,959
Hourly	17.35	19.60	22.11	24.95	28.28	32.34	36.94	42.16	48.09	54.89
9 Biweekly	1,301.25	1,470.00	1,658.25	1,871.25	2,121.00	2,425.50	2,770.50	3,162.00	3,606.75	4,116.75
Annual*	33,937	38,338	43,247	48,802	55,316	63,257	72,255	82,465	94,064	107,365
Hourly	17.73	20.02	22.57	25.47	28.94	33.03	37.76	43.08	49.14	56.14
10 Biweekly	1,329.75	1,501.50	1,692.75	1,910.25	2,170.50	2,477.25	2,832.00	3,231.00	3,685.50	4,210.50
Annual*	34,680	39,159	44,147	49,819	56,607	64,607	73,859	84,264	96,118	109,810

**COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2026
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	18.09	20.32	22.98	25.99	29.62	33.78	38.58	44.05	50.19	57.39
11 Biweekly	1,356.75	1,524.00	1,723.50	1,949.25	2,221.50	2,533.50	2,893.50	3,303.75	3,764.25	4,304.25
Annual*	35,384	39,746	44,949	50,836	57,937	66,074	75,462	86,162	98,172	112,255
Hourly	18.41	20.79	23.46	26.55	30.24	34.59	39.45	45.00	51.37	58.62
12 Biweekly	1,380.75	1,559.25	1,759.50	1,991.25	2,268.00	2,594.25	2,958.75	3,375.00	3,852.75	4,396.50
Annual*	36,010	40,665	45,888	51,932	59,149	67,658	77,164	88,020	100,480	114,661
Hourly	18.83	21.22	23.94	27.10	30.95	35.32	40.35	46.01	52.55	59.96
13 Biweekly	1,412.25	1,591.50	1,795.50	2,032.50	2,321.25	2,649.00	3,026.25	3,450.75	3,941.25	4,497.00
Annual*	36,831	41,506	46,827	53,008	60,538	69,086	78,925	89,996	102,788	117,282
Hourly	19.19	21.65	24.47	27.69	31.66	36.09	41.23	47.04	53.66	61.27
14 Biweekly	1,439.25	1,623.75	1,835.25	2,076.75	2,374.50	2,706.75	3,092.25	3,528.00	4,024.50	4,595.25
Annual*	37,536	42,347	47,863	54,162	61,927	70,592	80,646	92,010	104,959	119,844
Hourly	19.60	22.11	24.95	28.28	32.34	36.94	42.16	48.09	54.89	62.64
15 Biweekly	1,470.00	1,658.25	1,871.25	2,121.00	2,425.50	2,770.50	3,162.00	3,606.75	4,116.75	4,698.00
Annual*	38,338	43,247	48,802	55,316	63,257	72,255	82,465	94,064	107,365	122,524
Hourly	20.02	22.57	25.47	28.94	33.03	37.76	43.08	49.14	56.14	64.03
16 Biweekly	1,501.50	1,692.75	1,910.25	2,170.50	2,477.25	2,832.00	3,231.00	3,685.50	4,210.50	4,802.25
Annual*	39,159	44,147	49,819	56,607	64,607	73,859	84,264	96,118	109,810	125,243
Hourly	20.32	22.98	25.99	29.62	33.78	38.58	44.05	50.19	57.39	65.50
17 Biweekly	1,524.00	1,723.50	1,949.25	2,221.50	2,533.50	2,893.50	3,303.75	3,764.25	4,304.25	4,912.50
Annual*	39,746	44,949	50,836	57,937	66,074	75,462	86,162	98,172	112,255	128,118
Hourly	20.79	23.46	26.55	30.24	34.59	39.45	45.00	51.37	58.62	66.96
18 Biweekly	1,559.25	1,759.50	1,991.25	2,268.00	2,594.25	2,958.75	3,375.00	3,852.75	4,396.50	5,022.00
Annual*	40,665	45,888	51,932	59,149	67,658	77,164	88,020	100,480	114,661	130,974
Hourly	21.22	23.94	27.10	30.95	35.32	40.35	46.01	52.55	59.96	68.41
19 Biweekly	1,591.50	1,795.50	2,032.50	2,321.25	2,649.00	3,026.25	3,450.75	3,941.25	4,497.00	5,130.75
Annual*	41,506	46,827	53,008	60,538	69,086	78,925	89,996	102,788	117,282	133,810
Hourly	21.65	24.47	27.69	31.66	36.09	41.23	47.04	53.66	61.27	69.96
20 Biweekly	1,623.75	1,835.25	2,076.75	2,374.50	2,706.75	3,092.25	3,528.00	4,024.50	4,595.25	5,247.00
Annual*	42,347	47,863	54,162	61,927	70,592	80,646	92,010	104,959	119,844	136,842

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

40	COMMONWEALTH OF PENNSYLVANIA	40
40 HOUR STANDARD PAY SCHEDULE		
EFFECTIVE JULY 1, 2026		
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
Hourly	14.82	16.73	18.83	21.22	23.94	27.10	30.95	35.32	40.35
1 Biweekly	1,185.60	1,338.40	1,506.40	1,697.60	1,915.20	2,168.00	2,476.00	2,825.60	3,228.00
Annual*	30,920	34,905	39,287	44,273	49,948	56,541	64,574	73,692	84,186
Hourly	15.17	17.03	19.19	21.65	24.47	27.69	31.66	36.09	41.23
2 Biweekly	1,213.60	1,362.40	1,535.20	1,732.00	1,957.60	2,215.20	2,532.80	2,887.20	3,298.40
Annual*	31,651	35,531	40,038	45,171	51,054	57,772	66,055	75,298	86,022
Hourly	15.45	17.35	19.60	22.11	24.95	28.28	32.34	36.94	42.16
3 Biweekly	1,236.00	1,388.00	1,568.00	1,768.80	1,996.00	2,262.40	2,587.20	2,955.20	3,372.80
Annual*	32,235	36,199	40,893	46,130	52,056	59,003	67,474	77,072	87,963
Hourly	15.74	17.73	20.02	22.57	25.47	28.94	33.03	37.76	43.08
4 Biweekly	1,259.20	1,418.40	1,601.60	1,805.60	2,037.60	2,315.20	2,642.40	3,020.80	3,446.40
Annual*	32,840	36,992	41,770	47,090	53,141	60,380	68,914	78,782	89,882
Hourly	16.08	18.09	20.32	22.98	25.99	29.62	33.78	38.58	44.05
5 Biweekly	1,286.40	1,447.20	1,625.60	1,838.40	2,079.20	2,369.60	2,702.40	3,086.40	3,524.00
Annual*	33,549	37,743	42,396	47,945	54,226	61,799	70,479	80,493	91,906
Hourly	16.35	18.41	20.79	23.46	26.55	30.24	34.59	39.45	45.00
6 Biweekly	1,308.00	1,472.80	1,663.20	1,876.80	2,124.00	2,419.20	2,767.20	3,156.00	3,600.00
Annual*	34,113	38,411	43,376	48,947	55,394	63,093	72,169	82,308	93,888
Hourly	16.73	18.83	21.22	23.94	27.10	30.95	35.32	40.35	46.01
7 Biweekly	1,338.40	1,506.40	1,697.60	1,915.20	2,168.00	2,476.00	2,825.60	3,228.00	3,680.80
Annual*	34,905	39,287	44,273	49,948	56,541	64,574	73,692	84,186	95,995
Hourly	17.03	19.19	21.65	24.47	27.69	31.66	36.09	41.23	47.04
8 Biweekly	1,362.40	1,535.20	1,732.00	1,957.60	2,215.20	2,532.80	2,887.20	3,298.40	3,763.20
Annual*	35,531	40,038	45,171	51,054	57,772	66,055	75,298	86,022	98,144
Hourly	17.35	19.60	22.11	24.95	28.28	32.34	36.94	42.16	48.09
9 Biweekly	1,388.00	1,568.00	1,768.80	1,996.00	2,262.40	2,587.20	2,955.20	3,372.80	3,847.20
Annual*	36,199	40,893	46,130	52,056	59,003	67,474	77,072	87,963	100,335
Hourly	17.73	20.02	22.57	25.47	28.94	33.03	37.76	43.08	49.14
10 Biweekly	1,418.40	1,601.60	1,805.60	2,037.60	2,315.20	2,642.40	3,020.80	3,446.40	3,931.20
Annual*	36,992	41,770	47,090	53,141	60,380	68,914	78,782	89,882	102,526

COMMONWEALTH OF PENNSYLVANIA
40 HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2026
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
11 Hourly	18.09	20.32	22.98	25.99	29.62	33.78	38.58	44.05	50.19
11 Biweekly	1,447.20	1,625.60	1,838.40	2,079.20	2,369.60	2,702.40	3,086.40	3,524.00	4,015.20
11 Annual*	37,743	42,396	47,945	54,226	61,799	70,479	80,493	91,906	104,716
12 Hourly	18.41	20.79	23.46	26.55	30.24	34.59	39.45	45.00	51.37
12 Biweekly	1,472.80	1,663.20	1,876.80	2,124.00	2,419.20	2,767.20	3,156.00	3,600.00	4,109.60
12 Annual*	38,411	43,376	48,947	55,394	63,093	72,169	82,308	93,888	107,178
13 Hourly	18.83	21.22	23.94	27.10	30.95	35.32	40.35	46.01	52.55
13 Biweekly	1,506.40	1,697.60	1,915.20	2,168.00	2,476.00	2,825.60	3,228.00	3,680.80	4,204.00
13 Annual*	39,287	44,273	49,948	56,541	64,574	73,692	84,186	95,995	109,640
14 Hourly	19.19	21.65	24.47	27.69	31.66	36.09	41.23	47.04	53.66
14 Biweekly	1,535.20	1,732.00	1,957.60	2,215.20	2,532.80	2,887.20	3,298.40	3,763.20	4,292.80
14 Annual*	40,038	45,171	51,054	57,772	66,055	75,298	86,022	98,144	111,956
15 Hourly	19.60	22.11	24.95	28.28	32.34	36.94	42.16	48.09	54.89
15 Biweekly	1,568.00	1,768.80	1,996.00	2,262.40	2,587.20	2,955.20	3,372.80	3,847.20	4,391.20
15 Annual*	40,893	46,130	52,056	59,003	67,474	77,072	87,963	100,335	114,522
16 Hourly	20.02	22.57	25.47	28.94	33.03	37.76	43.08	49.14	56.14
16 Biweekly	1,601.60	1,805.60	2,037.60	2,315.20	2,642.40	3,020.80	3,446.40	3,931.20	4,491.20
16 Annual*	41,770	47,090	53,141	60,380	68,914	78,782	89,882	102,526	117,130
17 Hourly	20.32	22.98	25.99	29.62	33.78	38.58	44.05	50.19	57.39
17 Biweekly	1,625.60	1,838.40	2,079.20	2,369.60	2,702.40	3,086.40	3,524.00	4,015.20	4,591.20
17 Annual*	42,396	47,945	54,226	61,799	70,479	80,493	91,906	104,716	119,738
18 Hourly	20.79	23.46	26.55	30.24	34.59	39.45	45.00	51.37	58.62
18 Biweekly	1,663.20	1,876.80	2,124.00	2,419.20	2,767.20	3,156.00	3,600.00	4,109.60	4,689.60
18 Annual*	43,376	48,947	55,394	63,093	72,169	82,308	93,888	107,178	122,305
19 Hourly	21.22	23.94	27.10	30.95	35.32	40.35	46.01	52.55	59.96
19 Biweekly	1,697.60	1,915.20	2,168.00	2,476.00	2,825.60	3,228.00	3,680.80	4,204.00	4,796.80
19 Annual*	44,273	49,948	56,541	64,574	73,692	84,186	95,995	109,640	125,101
20 Hourly	21.65	24.47	27.69	31.66	36.09	41.23	47.04	53.66	61.27
20 Biweekly	1,732.00	1,957.60	2,215.20	2,532.80	2,887.20	3,298.40	3,763.20	4,292.80	4,901.60
20 Annual*	45,171	51,054	57,772	66,055	75,298	86,022	98,144	111,956	127,834

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

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

**APPENDIX E
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).

UNDERSTANDING BETWEEN

ORGANIZATIONAL ENTITY—OFFICE, FACILITY, ETC.

AND

SEIU LOCAL 668 UNEMPLOYMENT COMPENSATION REFEREES UNIT

FOR ALTERNATE WORK SCHEDULE: 9 OUT OF 10 DAYS¹

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 5 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 5.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 and 3 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-month² 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.³

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 ____.⁴ 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 20, Paragraph 1 shall not apply when the employee reverts to the standard schedule.

SCHEDULES⁵

The "standard" schedule will continue to be _____.⁶ 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,⁷ subject to the provisions of Recommendation 6.

Staggered Work Hours Schedules⁸

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 5 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.⁹ Assignment to shifts will be made by seniority as defined by Recommendation 24, Paragraph 1. Management will determine the number of employees that can be accommodated on each shift.

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 Schedules¹⁰

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). Examples of scheduling options are as follow:

	Week 1	Week 2
Option	Five Day Week (8 hours)	Four Day Week (8 hours 45 min.)
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.
	Four Day Week (8 hours 45 min.)	Five Day Week (8 hours)
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 ___¹¹ months in length.

At¹² 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 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 20, Paragraph 1 is waived in effecting such placement for these employees.

After¹³ 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.

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 staggered¹⁴ 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 20, Paragraph 1 is 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 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 12, 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 20, Paragraph 1.¹⁵

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 20, 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.

Conflicting provisions of Recommendation 20, Paragraph 1 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.

HOLIDAYS¹⁶

OPTION 1

Payment¹⁷ 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 20, Paragraph 1 are waived in the event of reversion.

OPTION 2

Compensation¹⁸ 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.

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 or compensatory leave. The use of annual 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 9, Paragraph 2 (sub-paragraph 2), Recommendation 12; and Recommendation 20, Paragraph 2 are waived.

Leave without pay shall not be granted in lieu of using annual or compensatory leave. If annual or compensatory leave is exhausted, leave without pay under Recommendation 16, 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 16, Paragraph 1 leave without pay will be grounds to bar participation in the AWS in future scheduling periods.

Conflicting provisions of Recommendation 9, Paragraphs 2 (sub-paragraph 2) are waived.

LEAVE ADMINISTRATION

Sick and annual 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 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 leave to allow 3 and/or 5 full days of sick bereavement. It is understood that when annual is used to supplement sick bereavement or sick family leave, conflicting provisions of Recommendation 12, 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 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.

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 20. 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 5.

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 SCHEDULE¹⁹

Summary description of operation and services provided²⁰:

Operational and/or service delivery improvement to be obtained from AWS²¹:

Measurement methodology²²:

Targets/goals²³:

UNDERSTANDING BETWEEN

ORGANIZATIONAL ENTITY—OFFICE, FACILITY, ETC.

AND

SEIU LOCAL 668

FOR ALTERNATE WORK SCHEDULE: 9 OUT OF 10 DAYS

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

¹ 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.

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

³ 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.

⁴ 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.”

⁵ 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.

⁶ 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.

⁷ Include reference to staggered if appropriate.

⁸ Include/delete staggered hours language as appropriate.

⁹ These are examples.

¹⁰ 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.

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

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

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

¹⁴ Include/delete reference to staggered shifts as appropriate.

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

¹⁶ 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.

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

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

¹⁹ 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.

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

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

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

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

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