

AGREEMENT

BETWEEN

PENNSYLVANIA PUBLIC UTILITY COMMISSION

AND

COMMONWEALTH BAR ASSOCIATION

Effective: July 1, 2019 thru June 30, 2023

TABLE OF CONTENTS	PAGE
Article 1, Preamble	3
Article 2, Purpose	3
Article 3, Recognition	3
Article 4, Management Rights	3
Article 5, Rights of the Union	4
Article 6, Peace and Stability	4
Article 7, Hours of Employment	5
Article 8, Salaries and Wages	5
Article 9, Professional Courtesy	8
Article 10, Leaves of Absence	9
Article 11, Holidays	9
Article 12, Vacations	10
Article 13, Leave Donation Program	13
Article 14, Civil Leave	15
Article 15, Military Leave	17
Article 16, Leaves of Absence Without Pay	20
Article 17, Sick Leave and Bereavement Leave	21
Article 18, Family and Medical Leave Act (FMLA) Leave	25
Article 19, Work-Related Injury	29
Article 20, Health Benefits	32
Article 21, Life Insurance	41
Article 22, Retirement	42
Article 23, Safety and Health	42
Article 24, Classification	43
Article 25, Notice of Job Opening	45
Article 26, Promotion and Filling of Vacancies	45
Article 27, Use of Official Time	46
Article 28, Discipline	47
Article 29, Grievance Procedure	48
Article 30, Arbitration	51
Article 31, Official Personnel File	52
Article 32, Bulletin Boards and Office Facilities	52
Article 33, Equal Employment Opportunity	53
Article 34, Non-Discrimination in Employment	53
Article 35, Union Membership and Voluntary Deduction of Union Dues	54
Article 36, Miscellaneous Provisions	55
Article 37, Continuing Legal Education	57
Article 38, Seniority	58
Article 39, Supplementary Employment	59
Article 40, Duration of Agreement	61
Article 41, Successor Provisions	62
Signature Page	62

TABLE OF CONTENTS (continued)	PAGE
Side Letter 1 – Meet and Discuss re: Pay Range Changes	63
Side Letter 2 – Corporate Card	64
Side Letter 3 – Payment of Annual Pennsylvania Supreme Court Disciplinary Fees	65
Side Letter 4 – Position Sharing, PUC Assistant Counsel 3	67
Side Letter 5 – Pro Bono Legal Services	70
Appendix A – Pay Schedule, July 1, 2019	74
Appendix B – Pay Schedule, October 1, 2020	76
Appendix C – Pay Schedule, October 1, 2021	78
Appendix D – Pay Schedule, October 1, 2022	80
Appendix E – Classifications and Commonwealth Bar Association Pay Ranges	82

**ARTICLE 1
PREAMBLE**

This Agreement constitutes a collective bargaining agreement by and between the Pennsylvania Public Utility Commission (Employer) and the Commonwealth Bar Association (Union) pursuant to applicable law.

**ARTICLE 2
PURPOSE**

Section 1. The Employer and the Union agree that the purpose of this Agreement is as follows:

- a. To establish and maintain a cooperative and harmonious relationship between the Employer and the Union;
- b. To set forth certain terms and conditions of employment of the employees covered by this Agreement;
- c. To establish a vehicle and means for remedying disagreements between the Employer and the Union;
- d. To facilitate the efficient administration of the Public Utility Code.

Section 2. It is understood by the parties that the provisions of Section 1 may be used by an arbitrator solely for reference and guidance purposes.

**ARTICLE 3
RECOGNITION**

In recognition of the fact that a majority of the employees of the unit described in the certification listed below have selected the Union as exclusive bargaining representative and that a certification has been issued to this effect, the Employer hereby reaffirms its recognition of the Union as the exclusive bargaining representative of employees in the unit certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-9937-C.

**ARTICLE 4
MANAGEMENT RIGHTS**

Section 1. It is understood and agreed by the parties that the Employer, at its sole discretion, possesses the right, in accordance with applicable laws and regulations, to manage all operations including the direction of the Law Bureau and the Bureau of Investigation and Enforcement, and the

right to plan, direct and control the operation of all equipment and other property of the Employer except as specifically modified by the terms of this Agreement.

Matters of inherent managerial policy are reserved exclusively to the Employer. These matters include but shall not be limited to such areas of discretion or policy as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, the organizational structure and the selection and direction of personnel.

Section 2. The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered or modified in this Agreement, whether or not such rights have been exercised by the Employer in the past.

Section 3. If, on the date of execution of this Agreement, there is any conflict between the terms of this Agreement and any related policies of the Employer concerning terms and conditions of employment, the provisions of this Agreement shall take precedence over the terms of the conflicting policy or policies.

ARTICLE 5 RIGHTS OF THE UNION

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in the unit described in Article 3 of this Agreement. The Union shall have all such rights and be subject to all such limitations as provided by law and is entitled to represent all employees in the unit.

Section 2. Employee benefits and working conditions now existing and not in conflict with the terms of this Agreement shall remain in effect, subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights reserved to it under Article 4 of this Agreement. These rights shall not be exercised arbitrarily or capriciously.

Section 3. Any policies and procedures which relate to collective bargaining matters for public employees in this bargaining unit, and in the exclusive possession of the Employer shall, upon request of the Union, be made available for inspection and study by the Union and photocopying if requested at a reasonable cost to the Union, at the appropriate office of the Employer.

ARTICLE 6 PEACE AND STABILITY

Section 1. It is understood that there shall be no strike, as that term is defined under the Public Employe Relations Act, 43 P.S. 1101.301(9) during the life of this Agreement, nor shall any officer, representative, or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

Section 2. Should a strike occur not authorized by the Union, the Union within 24 hours following the request of the Employer shall:

- a. Publicly disavow such action by the employees.
- b. Advise the Employer in writing that such employee action has not been authorized or sanctioned by the Union.
- c. Post notices on all bulletin boards advising employees that it disapproves of such action and instruct them to return to work immediately.

Section 3. The Employer reserves the right to discipline, suspend, demote, or discharge any employee or employees who violate the provisions of Section 1 of this Article.

Section 4. The Employer will not engage in any lockout during the life of this Agreement.

ARTICLE 7 HOURS OF EMPLOYMENT

Section 1. The work day shall consist of 7½ hours within a pre-established work schedule exclusive of any meal periods.

Section 2. It is expressly understood that the Employer reserves the right to post work schedules at each work site for informational purposes only.

Section 3. The workweek shall be Monday through Friday unless otherwise designated by the Employer and shall be 37½ hours in length.

Section 4. Any change in work hours or workweek by the Employer shall, wherever possible, be discussed with the Association with as much advance notice as possible. When requested by the Association, the PUC will agree to discuss work flexibility options, including the possibility of telework.

ARTICLE 8 SALARIES AND WAGES

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

Section 2. Effective October 1, 2020, each employee covered by this Agreement 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.

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

Section 4. Effective October 1, 2022, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of two and one-half percent (2.50%). This increase is reflected in the Standard Pay Schedule in Appendix D.

Section 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 Sections 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 the 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.

Section 6. Employees hired into classifications covered by this Agreement shall be paid the minimum rate except as provided in Section 12 for the pay scale group assigned to their classification as reflected on the Standard Pay Schedule.

Section 7. a. Employees covered by this Agreement who have been employed continuously by the Commonwealth since April 30, 2019, will be eligible to receive a one-step service increment effective on the first day of the first full pay period in April, 2020.

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

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

d. Employees covered by this Agreement 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 Subsections a., b., and c. if they are in an active pay status on the effective date of the increments.

e. During the term of this Agreement, 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 Subsections 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.

Section 8. a. When an employee covered by this Agreement 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 (except as indicated in Article 24, Section 3).

b. When an employee covered by this Agreement 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 (provided the employee received a 4 step increase upon promotion) or to the maximum of the new pay scale group, whichever is lesser.

c. When an employee covered by this Agreement 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.

Section 9. The cash payments provided for in this Article shall not be added to the employee's base salary. The cash payments will be subject to dues deductions where applicable.

Section 10. An employee in an inactive pay status shall, upon return to active pay status, be entitled to the above general pay increases outlined in Sections 1, 2, 3, and 4; the cash payments outlined in Sections 5 and 7; and the service increments outlined in Section 7 where applicable.

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

Section 12. The provisions of this Article shall not preclude the Employer, in its discretion, from granting additional credit in the hiring process for experience which is deemed desirable by the Employer.

Section 13. All employees are required to sign up for direct deposit of paychecks and travel expense reimbursement.

Section 14. The Employer shall pay employees' annual Pennsylvania Supreme Court disciplinary fee in accordance with Side Letter #3 attached. The Employer shall, upon request of the employee, reimburse employees for the cost of the annual dues in one professional organization. The request shall be in writing on a form provided by the Employer. The cost of reimbursement will not exceed the annual Pennsylvania Bar Association dues. Employees must receive prior approval from a supervisor of the organization selected as it is understood that the Employer has an interest in its employees being represented in a broad range of professional organizations.

ARTICLE 9 PROFESSIONAL COURTESY

Section 1. The Employer or its designee may direct the performance of overtime work when in the Employer's opinion operational requirements so indicate. Similarly, the Commission must be willing to accept reasonable excuses by the employee.

Section 2. a. The parties hereto recognize the principle of professional courtesy, and that the work of the professional Assistant Counsel employees in this bargaining unit cannot always be standardized with respect to a given period of time and may require work outside the scheduled work week and/or on the weekend in order to accomplish all required tasks. Therefore, in the event an employee is required and assigned by his/her immediate supervisor to work beyond the normal thirty-seven and one-half (37 1/2) hour basic work schedule, there shall be no additional compensation; provided such additional work does not exceed forty (40) hours in any one work week. In the event an employee is required and assigned by his/her immediate supervisor to work more than forty (40) hours, in any one work week, subject to the employee's reasonable excuse as set forth in Section 1, the employee shall receive one (1) hour of compensatory time for each one (1) hour worked, in excess of forty (40) hours, excluding the first hour of travel time each day, after which the employee will receive one half (1/2) hour for every hour traveled.

b. Where an Assistant Counsel has been required by the Employer to work or has received prior or subsequent approval and has worked a minimum of one half (1/2) shift on a holiday, Saturday, or Sunday, that Counsel will be granted an equal amount of time off at a later date to be mutually agreed upon.

Section 3. In circumstances in which an Assistant Counsel is required to work compensatory time in accordance with Commission policy, that time and its approval shall be recorded on Commission approved forms. The decision to approve compensatory time shall remain with the Commission and be determined based on the Commission's operational need. Approval of any such properly made request shall be within three (3) business days and entry of any compensatory time approved on proper forms shall be entered in the time management system within five (5) business days of the form being approved. Nothing in this provision is to be construed as a waiver of the Association's right to bargain and/or meet and discuss over future changes to the CBA Assistant Counsel Compensatory Time Policy.

Section 4. Compensatory time earned in accordance with the provisions of Section 2 shall be scheduled and used by mutual agreement of the employee and the employee's immediate supervisor, or designee, within one hundred twenty (120) workdays of the date it is earned. It is expressly understood that when an employee separates from employment with the Commission for any reason, all unused compensatory time will be lost.

Section 5. If any compensatory time granted under Section 2 above is not used within one hundred twenty (120) workdays of the date it is earned, its use will be considered waived and lost.

**ARTICLE 10
LEAVES OF ABSENCE**

Section 1. Service credit shall continue to accrue during paid leaves of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence except as expressly provided in this Agreement. However, the employee shall be entitled upon his/her return from leave of absence without pay to all service credits earned up to the date his/her leave commenced.

Section 2. All time that an employee is absent from work shall be appropriately charged.

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

Requests for any type of leave to which an employee is entitled under this Agreement and which is not to exceed one month shall be answered by the Employer within five days. If the requested leave is in excess of one month, the request shall be answered within 10 days.

Section 4. The Employer shall provide 4 hours of Administrative Leave per calendar year for employees to donate blood to any program.

Section 5. The Employer shall provide Administrative Leave for taking any civil service examinations in accordance with the Commonwealth of Pennsylvania Personnel Rules.

Section 6. For purposes of this Article, 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.

**ARTICLE 11
HOLIDAYS**

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

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Day After Thanksgiving Day

11. 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 workweek.

Section 2. A permanent full-time employee on a Monday through Friday work week shall be paid for any holiday listed in Section 1 of this Article, provided he/she was in an active pay status for the full scheduled work day immediately prior to and the full scheduled work day immediately subsequent thereto. An employee who is on long term leave without pay (longer than one full pay period) and returns to active pay status on the day immediately prior and immediately subsequent to a holiday will not be paid for the holiday unless the leave without pay has terminated and the employee continues in an active pay status for longer than one full pay period after the holiday.

Section 3. Permanent part-time employees shall receive holidays on a pro-rata basis. Employees, at the option of the Employer, shall receive either pro-rated paid leave or shall be paid at their regular hourly rate of pay in lieu of such paid leave.

Section 4. The Employer may at its discretion declare additional days or hours as special holidays for all employees under the Employer's jurisdiction. Individuals who have previously arranged to use Annual Leave or Sick Leave on these days or hours shall be allowed to modify their leave requests prior to the date of the special holidays in order to avoid being charged for leave on these days.

**ARTICLE 12
VACATIONS**

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

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

**Maximum Annual Leave
Entitlement Per Year**

Up to 3 Years:

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

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

Over 3 Years to 15 Years Inclusive:

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

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

Hours Paid

Over 15 Years:

Annual Leave will be	37.5 Hr. Workweek: 180 Hrs. (24 days)
Earned at the rate of	40 Hr. Workweek: 192 Hrs. (24 days)
9.24% of all Regular	
Hours Paid	

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	37.5 Hr. Workweek: 225 Hrs. (30 days)
Earned at the rate of	40 Hr. Workweek: 240 Hrs. (30 days)
11.55% of all Regular	
Hours Paid	

c. Regular Hours Paid as used in this Article include all hours paid except overtime, standby time, call-time, 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 Article 17, Section 12 are met.

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

Section 3. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee who first submits a request for vacation on particular dates shall have his/her request granted. If two or more employees shall have requested the same vacation period and have submitted their vacation requests on the same date, preferential rights shall be determined by lot.

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

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

Section 6. 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 forty five (45) days (337.5 hours). However, employees will be permitted to carry over annual leave in excess of the forty-five day limit into the first seven (7) pay periods of the next calendar year. Any days carried over in accordance with this Section which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be converted to sick leave, subject to the 300 day limitation contained in Article 17, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 7. Any employee separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated in a lump sum for the unused vacation he/she accumulated up to the time of separation at his/her regular rate of pay at the time of separation.

Section 8. To the extent allowable under law, effective as soon as practical thereafter, the Employer 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 \$5,000.00 or less, this amount shall be paid to the employee in cash. Amounts of in excess of the maximum allowable amount will be paid to the employee in cash.

Section 9. The provisions of Section 1 of this Article 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.

Effective with the beginning of the 2020 leave calendar year, a temporary employee who is separated at the end of his or her temporary employment may request in writing to retain up to five full days of annual leave for use during his or her next period of employment. If the temporary employee is not returned to employment within one year of separation, the annual leave shall be paid out at the rate in effect at the time of the employee's separation.

Section 10. Permanent employees who have one or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing his/her leave privileges. 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.

Section 11. For the purpose of this Article, 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.

ARTICLE 13
LEAVE DONATION PROGRAM

Section 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, in accordance with Section 2g. of this Article, for the current leave calendar year. The leave is to be used for the recipient's own catastrophic or severe injury or illness, the catastrophic or severe injury or illness of a family member, or for absences related to an organ donation by the recipient. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Article 17, Section 6.

Section 2. Recipients

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

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

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

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

d. An organ donation, and 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, or intestine) to be transplanted into another person.

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

accumulation period. A separate accumulation period must be met for each organ donation, or catastrophic or severe illness or injury and for each leave calendar year in which donated leave is used. Donated leave may not be applied to the required 20-workday accumulation period.

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

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

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

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

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

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

Section 3. Donors

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

b. Donations must be made in increments of one day (7.5 or 8 hours), but not more than five days can be donated to any one employee in the same leave calendar year. The donor's annual leave balance after donation cannot be less than the equivalent of five workdays of leave (37.5 or 40.0 hours).

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 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 Section 1 above, an employee whose family member dies and who does not have accrued or anticipated sick leave available, may use donated leave as bereavement leave, subject to the limitations in Article 14, Section 6.

Section 4. The provisions of this Article are not grievable under Article 29 or 30 of this Agreement.

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

Section 6. Notwithstanding the requirements in Sections 1 and 3 of this Article that annual 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.

**ARTICLE 14
CIVIL LEAVE**

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

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

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

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

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

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

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

Section 4. a. Permanent employees, while performing fire-fighting duties, emergency medical technician duties, civil air patrol activities or emergency management rescue work during a fire, flood, hurricane or other disaster, may be granted leave with pay. Certified Red Cross disaster relief volunteers may be granted leave with pay to perform disaster relief work for the Red Cross during a state of emergency declared by the Governor.

b. Volunteer participation in fire-fighting activities, emergency medical technician activities, civil air patrol activities, emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the Executive Director. Employees absent from work for reasons under Subsection a. of this Section shall be required to obtain a written statement from the fire company, forest unit, emergency management agency, or other organization with which they served, certifying as to their activities during the period of absence.

**ARTICLE 15
MILITARY LEAVE**

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

Section 1. Military Reserve

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

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

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

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

Section 2. Pennsylvania National Guard

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

- (1) Annual active duty for training
- (2) Attendance at service schools
- (3) Basic training

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

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

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

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

Section 3. General

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

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

Section 4. Granting, Duration and Expiration

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

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

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

c. Military leave without pay shall expire:

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

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

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

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

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

Section 5. Re-employment

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

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

Section 6. Seniority Rights

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

Section 7. Retirement Rights

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

Section 8. Loss of Benefits

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

Section 9. Physical Examination

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

Section 10. For the purpose of this Article, 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.

ARTICLE 16
LEAVES OF ABSENCE WITHOUT PAY

Section 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. Denials of requests for leave without pay shall not be arbitrary and capricious. This section will not apply to work-related injuries.

Section 2. After completing one (1) 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. Denials of such requests for leave without pay shall not be arbitrary and capricious.

Section 3. Seniority rights shall continue to accrue during leaves without pay for illness.

Section 4. "Service" for the purpose of this Article is leave service credit, which includes all periods of Commonwealth service.

Section 5. Permanent full-time employees may donate annual leave for use by a designated recipient in the employee's agency who needs time off from work due to a catastrophic illness or injury of the recipient or a qualifying family member per the terms of the Leave Donation Program outlined in Article 13.

Section 6. Upon the expiration of any approved leave of absence without pay, except as provided in Article 18, Section 3 and in Article 19, Section 7, the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Article 38, Seniority.

ARTICLE 17
SICK LEAVE AND BEREAVEMENT LEAVE

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

	Maximum Sick Leave Entitlement Per Year
Sick Leave will be earned at the rate of 5% of all Regular Hours Paid	37.5 Hour Workweek: 97.5 Hours (13 days)

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

	Maximum Sick Leave Entitlement Per Year
Sick Leave will be earned at The rate of 4.24% of all Regular Hours Paid	37.5 Hour Workweek: 82.5 Hours (11 days)

c. Regular hours paid as used in this Article include all hours paid except full-time out-service training.

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

Section 3. A doctor's certificate is required for an absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where the Employer has reason to believe that the employee is abusing his/her sick leave

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

Section 4. Where sickness in the immediate family requires the employee's absence from work, employees may use not more than five (5) days of such sick leave entitlement in each calendar year for that purpose. Immediate family for the purpose of this Section is defined as the following persons: husband, wife, domestic partner, child, step-child, foster child, parent, brother, or sister, grandchild or step-parent of the employee or child of the employee's domestic partner. The Employer may require proof of such family sickness in accordance with Section 3 above.

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

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

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

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

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

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

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

e. Family member for the purposes of this Section is defined as the following persons: husband, wife, domestic partner, child, step-child, foster child, or parent of the employee or child

of the employee's domestic partner or any other person qualifying as a dependent under IRS eligibility criteria.

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

Section 6. Employees may use up to five (5) days of sick leave for the death of a spouse, domestic partner, parent, stepparent, child or stepchild or the child of the employee's domestic partner and up to three (3) days of such leave may be used for the death of a brother, sister, grandparent, step-grandparent, grandchild, step-grandchild, son- or daughter-in-law, brother- or sister-in-law, parent-in-law, grandparent-in-law, aunt, uncle, foster child, step-sister, step-brother, niece, nephew, or any relative residing in the employee's household or the following relatives of the employee's domestic partner: parent, brother, sister, grandparent or grandchild.

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

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

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

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

- (1) Superannuation retirement (as defined in Article 20, Section 6) with at least five (5) years of credited service; or
- (2) Eligible for the Retired Employees Health Program under Article 20, Section 6.e.; or
- (3) After 7 years of service, death prior to retirement or separation of service except as provided in Section 10.

c. Such employees shall not be paid for part days of accumulated sick leave.

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

e. To the extent allowable under law, effective as soon as practical thereafter, the Employer 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 \$5,000.00 or less, this amount shall be paid to the employee in cash. Amounts of in excess of the maximum allowable amount will be paid to the employee in cash.

Section 8. The provisions of Section 1 of this Article 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.

Section 9. Permanent employees who have one or more years of service since their last date of hire may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing his/her sick leave privileges. Permanent employees with less than one (1) year of service since their last date of hire may not anticipate sick leave.

Section 10. When an employee dies as a result of a work-related accident, the Commonwealth will pay 100% of the employee's unused sick leave unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case the Commonwealth will pay 30% of the employee's unused sick leave to 90 days. Such payments shall not be made for part days of accumulated sick leave.

Section 11. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

Section 12. Employees who have more than one year of service since their most recent date of hire and who 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 Article 12, Sections 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 hours) of annual leave in addition to those earned under Article 12, Sections 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 used under Article 18; and paid and unpaid leave used for work-related injuries shall count as sick leave for this section.

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

ARTICLE 18
FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

Section 1. General

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

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

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

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

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

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

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

The extension shall be with benefits for the first 13 weeks (91 calendar days) and shall be without benefits for the remainder of the extension. Such extensions shall be contiguous to the termination of the 12 week entitlement. It shall not be used on an intermittent or reduced-time basis, except as provided under Section 10.f.

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

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

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

Section 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.

Section 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 leave as described in Section 1.a. and the first 14 weeks of leave as described under Section 1.c.

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

In those instances in which a seniority unit includes several work sites, it is understood that an employee's right to reemployment as set forth in this section will be to a position at the work site in which the employee was assigned to work prior to the FMLA leave for absences under Section 10.a., 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 Article 38.

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

Section 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 Section 1.a., and during the extension period under Section 1.c.

Section 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 Subsection b. below. An employee shall not be required to use annual, compensatory or holiday leave upon the commencement of FMLA leave, except as provided for in Subsection 1.f. of this Article. If any paid leave is used, it will run concurrently with and reduce the entitlements under Sections 1.a. and 1.c. of this Article. Unused leave shall be carried over until return. An employee shall not earn annual and sick leave while on leave without pay. Holidays will be earned based on Article 11, 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 Article 17; such use will not be counted against the FMLA entitlement.

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

Section 6. Benefits

a. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 20 and 21 will continue during FMLA leave under Section 1.a. and for the benefit-eligible period of leave under Section 1.c. of this Article.

b. The continuation of benefits under this Article is subject to the employee's payment of any required employee contribution under Article 20, Section 3.

Section 7. Definitions

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

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

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

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

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

Section 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 Article are consistent with the Pennsylvania Human Relations Act, 43 P.S. Sections 951, et seq., and the Family and Medical Leave Act of 1993, 29 U.S.C. Sections 2601, et seq.

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

ARTICLE 19 WORK-RELATED INJURY

Section 1. a. An employee who sustains a work-related injury, during the period of this agreement, 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 or annual leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers' compensation of full pay reduced by an amount that yields a net pay, including workers' compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, social security and retirement contributions. One full day of accumulated leave (7.5 or 8 hours as appropriate) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of 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 Section, the

provisions of Section 12 may apply.

For temporary employees, accumulated leave and injury leave without pay shall be available for up to an aggregate of 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 Section cannot be changed more than once.

b. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 24 and 25 will continue for the period of time that the employee is on leave under Sections 1.a. and 11 and for the first 13 weeks (91 calendar days) after leave under Section 1.a. expires if the employee remains disabled, provided that the employee's right of return under Section 6 has not expired.

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

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

Section 4. At the expiration of the leave under Section 1.a. if an employee continues to receive workers' compensation, the employee will be placed on leave without pay in accordance with Section 6 below.

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

Section 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 Article 29, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Section 1.a. or Section 11, where applicable, and the end of the guarantee in this Section, 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 Article 38, 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.

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

Section 8. An employee who sustains a work-related injury, during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation program, may use sick or annual leave for the purpose of continued medical treatment of the work-related injury in accordance with Articles 12 and 17. If no paid leave is available, an employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This Section is not applicable to any absence for which Workers' Compensation is payable. When Workers' Compensation is payable, the provisions of Section 1 shall apply.

Section 9. The Public Utility Commission 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 bargaining

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

Section 10. Sections 1 through 9, 11 and 14 of this Article shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

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

Section 12. It is understood by both parties that the provisions of this Article are consistent with the Americans with Disabilities Act and the Pennsylvania Human Relations Act, 43 P.S. Sections 951 et seq.

Section 13. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, USC Sections 2601 et seq. and that leave granted in accordance with Sections 1.a. and 11 shall be designated as leave under the provisions of the Act.

Section 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 Section 1.b. of this Article, it is agreed that the health and life insurance entitlements outlined in this Article will not be diminished.

ARTICLE 20 HEALTH BENEFITS

Section 1. Pennsylvania Employees Benefit Trust Fund

a. A jointly administered, multi-union, health and welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between Council

13, American Federation of State, County, and Municipal Employees, AFL-CIO, and the Employer.

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 Commonwealth. In addition, the Agreement and Declaration of Trust will allow the Fund to provide benefits to management level and retired employees, as well as employees represented by other unions and other employers in the Commonwealth of Pennsylvania.

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

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

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

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

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

5. The neutral actuary shall render a decision within 30 calendar days of the receipt of said positions/documentation, which decision will be final and binding on the parties and must be implemented within ten (10) business days of its receipt by the parties.

6. The adjustment must be sufficiently large so as to restore the size of the reserve to a minimum of three months within 30 days following the target date.

7. Once the reserve exceeds the three (3) month equivalent, the contribution rate shall be reduced to the amount provided under this Section unless the parties agree that a new rate is necessary to maintain a three (3) month reserve.

8. It is understood and agreed to by the parties that the process outlined above is designed to ensure adequate funding for the PEBTF and not intended to place the financial status of the Fund in jeopardy.

e. The Employer shall make aggregate payments of Employer contributions together with an itemized statement to the Fund within one month from the end of the month in which the contributions were collected.

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

g. No dispute over eligibility for benefits or over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any collective bargaining agreement, except as otherwise specifically provided within this Article.

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

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

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

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

July 2019 – June 2023	2.50%
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Employee contributions shall be effective the first full pay period in July of the periods specified above. Biweekly gross base salary as used throughout this Article excludes premium or supplemental payments such as overtime, shift differentials, higher class pay, etc.

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

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

	<u>Waiver Amount</u>	<u>Employee contribution with Waiver</u>	<u>Employee contribution without Waiver</u>
July 2019 – June 2023	2.5%	2.5%	5.0%

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

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

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

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

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

e. Only employees who elect to enroll for PEBTF coverage, including those who enroll only for supplemental benefits, are subject to the employee contributions in this Article. An

employee who is only enrolled as a spouse of another PEBTF covered employee is not subject to any required employee contributions.

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

Section 4. a. Permanent employees who are granted leave without pay in accordance with Article 16, Article 18, or Article 19 may continue to receive benefits as described in those articles and as determined and extended by the Fund.

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

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

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

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

Section 5. Spousal Eligibility

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

b. For employees hired before August 1, 2003: If the spouse of an employee covered by any PEBTF health plan also is eligible for coverage under another employer's plan(s), the

spouse shall be required to enroll in each such plan, provided that the plan in question does not require an employee contribution by the spouse or the spouse's employer does not offer an incentive to the spouse not to enroll. Once covered by another employer's plan, that plan will be the spouse's primary coverage, and the PEBTF plan will be secondary.

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

Section 6. a. The Employer shall allow each individual who was eligible as an active employee under the Fund's health benefits plan to elect coverage upon retirement under the Retired Employees Health Program (hereinafter REHP). In addition, dependency coverage shall be allowed where the dependents of the 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 Article 17 Section 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 agreement 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. Effective January 1, 2012, the methodology utilized by the State Employees' Retirement System to calculate pension benefits will also be applied to determine the annual retiree contribution rate for employees who retired on or after July 1, 2007 through June 30, 2011 in those situations where said methodology results in a lower retiree contribution rate than results from the use of final gross annual salary; in situations where use of final gross annual salary yields a lower contribution rate for such former employees, it shall continue to be used. Further, 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 Commonwealth 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), (4) or (5) below and who have elected REHP coverage:

(1) Retirement at or after superannuation age with at least 20 years of credited service except that:

(a) an employee who leaves State employment prior to superannuation age and subsequently retires at or after superannuation age must have 25 years of credited service,

(b) an employee who is furloughed prior to superannuation age and subsequently retires at or after superannuation age during the recall period must have 20 or more years of credited service,

(c) an employee who leaves State employment prior to superannuation age and is subsequently rehired and then retires at or after superannuation age must have 20 or more years of credited service with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply,

(d) an employee who leaves State employment subsequent to superannuation age and is subsequently rehired and then retires must have 20 or more years of credited service with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.

(2) Disability retirement, which requires at least five years of credited service, except that, if an employee had previously qualified based on an approved disability retirement, then returns and retires under a normal or early retirement, he or she must retire at or after superannuation age with 20 or more years of credited service, or 25 years of credited service regardless of age.

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

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

(4) For purposes of eligibility for REHP coverage under this Section, credited service earned on or after July 1, 2007, will be limited to service as a Commonwealth employee which otherwise counts as credited service under the retirement system's rules in effect from time to time. Employees hired on or after July 1, 2007 who have earned credited service under the 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.

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

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

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

Section 9. The Commonwealth is committed to implementing a Flexible Spending Account program for qualified employee health care expenses no later than January 1, 2021.

ARTICLE 21 LIFE INSURANCE

Section 1. The Employer shall continue to assume the entire cost of the insurance coverage for eligible employees as set forth in the currently existing life insurance plan as modified by Section 2. The amount of insurance is based on the employee's annual pay rate in effect on the preceding January 1, rounded to the nearest \$1,000, but not to exceed \$40,000. The amount will be reduced to 65% on the date the insured individual reaches age 70, and to 50% on the date the insured individual reaches age 75.

Section 2. a. Permanent employees who are granted leave without pay in accordance with Article 16, Article 18, and Article 19 will continue to receive 100% State-paid coverage under the current life insurance plan as described in those articles. When the entitlements to benefits end under those articles, employees may continue in the life insurance program by paying the entire premium. Coverage may continue for up to a total of one year, including both leave with benefits and leave without benefits.

b. Permanent employees who are placed on suspension or who are granted leave without pay for any reason other than leave without pay in accordance with the articles specified in a. above for longer than 91 calendar days may remain in the program for up to one year by paying the entire premium.

Section 3. The Employer shall continue to provide each employee who is covered under the currently existing life insurance plan with fully paid accidental death benefits for work-related

accidental deaths. The amount of coverage is 25,000, unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

ARTICLE 22 RETIREMENT

It is understood that employees within the bargaining unit are covered by the State Employees' Retirement System.

ARTICLE 23 SAFETY AND HEALTH

Section 1. The Employer will make every reasonable effort to assure compliance with laws and regulations concerning the health and safety of unit employees working in state owned or leased buildings and to comply with all lease provisions affecting the safety or health of employees.

Section 2. Upon request, the Employer will advise the Union of the status of projects related to the correction of safety or health problems.

Section 3. The grievance process as it relates to Safety and Health issues, if used, will begin at Step 3.

Section 4. The Employer shall inform the local union steward when representatives of the Bureau of Occupational & Industrial Safety, Department of Labor & Industry are on the premises and a designated union steward located on the premises shall be allowed to accompany such representatives on tours of the worksite to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of regulatory agencies who are at the work site for the purpose of safety inspections, the Employer shall inform the local union steward. When the Union requests an inspection of any building, the Union shall notify the Personnel Director, or designee, 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.

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

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

Section 7. 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

chemicals composition and side-effects and what protective measures, if any are necessary, have been taken.

ARTICLE 24 CLASSIFICATION

Section 1. The Employer will establish and maintain a position classification plan for classifications in this unit consisting of a schedule of classification titles with classification specifications for each classification which describe and define representative duties and responsibilities and set forth minimum requirements and qualifications essential to the work of the classification.

The Employer will notify the Union of class specification or allocation guide revisions to any classes that are presently in the certified bargaining unit for which the Union is the representative, and of class specifications for proposed classes that the Employer may reasonably anticipate will be placed in the certified bargaining unit prior to the adoption of these changes by the Employer. The Union will submit acknowledgement of the receipt of the proposed changes and its comments, in writing, to the Employer within fifteen (15) working days of receipt of the notifications. If written comments are not received from the Union within fifteen (15) working days, the Employer will implement the changes. Reasonable written requests by the Union for time extensions will be granted.

Section 2. The Union recognizes the right of the Employer to direct its working force which includes, among other things, the assignment of work to individual employees. The Employer shall promote or reclassify any employee covered by this Agreement when that employee has demonstrated that he/she is doing such regularly assigned duties and responsibilities as are normally allocable to the next higher classification.

The identification of employees to be appointed, promoted, transferred or reassigned or reclassified into the Assistant Counsel (AC) 4 classification shall be determined by the Employer based on the type and level of work being assigned to and performed by the employee. This determination shall be made by the Employer at its sole discretion and shall not be subject to the grievance or arbitration procedures of this Agreement, but will be subject to meet and discuss.

Employees may request reclassification from Assistant Counsel 3 to Assistant Counsel (AC) 4 based on the attorney's own workload and the type of work performed. Requests need not be based on the overall Commission need for another AC4 position, though this sort of support for a position is more likely to result in approval of the request. The Commission will provide a written response to the request for reclassification within 60 days of the date of the request. In the event an employee is denied a promotion to AC4, the employee shall receive a written statement of the reason for denial.

Section 3. The AC4 classification is currently capped at step 18. Effective the beginning of the first full pay period of April 2013, the maximum for the AC4 classification will be step 19.

Employees promoted to an AC4 position after July 1, 2011 will be placed on step in accordance with Article 8, Section 9, but at a maximum of step 18 until April 2013 when the maximum will be set at step 19.

Section 4. If a determination is made by the Employer in the course of reviewing an employee classification grievance that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance which results in reclassification was filed in writing, or when the Office of Human Resources receives and date stamps the complete documented management initiated classification request which results in reclassification, whichever comes first. If a final determination is made by the Employer in the course of reviewing an employee classification grievance or an Employer initiated classification review, that a position should be downgraded, the employee shall be demoted to the proper classification and pay range, at a pay level nearest to but not greater than the current salary.

Section 5. The Union in response to an unfavorable decision at Step 3 of Article 29, Grievance Procedure, may submit the classification grievance to advisory arbitration. Such grievance will be reviewed by a panel which shall consist of three (3) members; one member appointed by the Employer, one member appointed by the Union, and a third member selected by the parties jointly from a list of five (5) names to be mutually agreed upon by the Employer and the Union. The third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth, and must be knowledgeable in the field of position classification.

The panel shall neither add to, subtract from, nor modify the provisions of this Article nor recommend any alternations or revisions to the Employer's classification and compensation plans. The panel shall be confined to deciding the proper classification in the then existing classification plan for the position in dispute.

The findings of the panel shall be submitted to the parties within thirty (30) days after the hearing, or receipt of transcript when a transcript is taken. The determination of the panel shall be advisory only.

Disputes arising under the terms of this Article are not subject to the provisions of Article 30, Arbitration.

Section 6. Upon the request of the Union, the Employer will meet and discuss on any matters relating to this Article that are of mutual interest. Any meet and discuss sessions shall be in accordance with the provisions of Article 27, Use of Official Time.

Section 7. The Union recognizes the right of the Employer to make temporary work assignments which may be outside an employee's classification. Such temporary assignments will not exceed nine (9) months in length. Once an employee is temporarily assigned to work outside of his/her classification, that employee will not again receive the same temporary work assignment outside a classification for a period of one year from the date the first assignment expired. Whenever an employee is temporarily charged to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those of the

employees own position for a period of at least ten (10) full consecutive workdays in a calendar quarter, the employee shall be compensated at an amount equal to four and one-half percent of the employee's current rate of pay, or at the starting rate of the pay range for the higher class, whichever is greater. It is expressly understood that this Section shall not be construed to provide out-of-class pay for employees in pay range 11 who are assigned to perform the duties and responsibilities of a pay range 11 management employee.

Such employee who is being paid at the higher rate will also be paid at the higher rate for a holiday which occurs during the period of temporary assignment provided he/she is assigned to perform the higher level duties and responsibilities on his/her scheduled workday immediately before and immediately after such holiday. The holiday shall not count toward the requirement of ten (10) full consecutive workdays.

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

ARTICLE 25 NOTICE OF JOB OPENING

Section 1. The Employer agrees that all vacancies which are to be filled within the unit will be posted at appropriate work locations prior to the filling of such vacancies for a period of at least ten (10) calendar days unless an emergency requires a lesser period of time. Such postings shall include a job description which will generally describe the duties of the position and such job description shall be posted with each vacancy notice.

Specifically required in the posting will be the minimum classification level of the vacancy and the office or bureau in which the vacancy exists. Employees at a higher classification level shall be eligible to bid for the vacancy, and if successful shall be covered by the provisions of Article 8, Section 8 b.

Section 2. For informational purposes, the Employer agrees to post (1) all Employer vacancies, except for Commissioner's staff attorneys, in classifications that are identical with those within this unit that are to be filled, and (2) vacancies in first-level supervisory positions within any bureau that employs bargaining unit members.

ARTICLE 26 PROMOTION AND FILLING OF VACANCIES

Section 1. Promotions by reclassification will be made on the basis of normal job responsibilities and duties which are currently being performed and will not be based upon quotas of a certain number of assistant counsels in any specific assistant counsel classification.

Section 2. The following procedure shall be utilized whenever the Employer deems it necessary to fill a vacancy within the unit:

a. Any employee wishing to bid for such vacancy shall submit his/her name by memorandum to the Office of Human Resources within the time period specified on the posting. It is understood that an employee may bid on and be considered for any vacancy within the unit.

b. The Employer shall consider the qualifications and abilities of unit employees who bid and of any other individuals who express interest in such vacancies. The Employer shall select the person who, in its opinion, is the best qualified for the position. In the event two or more persons are, in the opinion of the Employer, equally qualified, the most senior employee shall be placed in the position in preference to a junior employee or a person from outside the bargaining unit.

Section 3. It is understood that the procedure set forth in Section 2 above shall not alter the Employer's right to transfer unit employees between positions within the Commission that exist at the same classification level. The parties agree, however, that no reassignments shall be made for capricious or arbitrary reasons. The filling of a vacancy created by a transfer of a unit employee shall be subject to the provisions of this Article and also subject to management's right to determine the appropriate classification for the vacancy.

Section 4. Employees working as attorneys on a Commissioner's staff, who occupied positions covered by the Collective Bargaining Agreement immediately before moving to work for a Commissioner, may be returned at Management's discretion to uncommitted vacancies within the bargaining unit at the PUC Assistant Counsel 3 level or below. At the Commission's sole discretion, an attorney who achieved the PUC Assistant Counsel 4 level while a member of the bargaining unit prior to assuming a role on a Commissioner's staff, may be returned to a PUC Assistant Counsel 4 level position. If returned, employees would be placed at the salary level they would have attained had they not left the bargaining unit. The Commission has no contractual obligation to post any vacancy filled in accordance with this Section. Recall rights afforded furloughed bargaining unit members, as outlined in Article 38, Section 3, supersede the Commission's contractual right to fill any uncommitted vacancies through the operation of this Section. In no event shall an employee's return to the bargaining unit by the operation of this Section cause another employee in this bargaining unit to be downgraded or furloughed.

ARTICLE 27 USE OF OFFICIAL TIME

Section 1. In addition to any meetings concerning grievances, up to two designated Union representatives or their alternates will be granted administrative leave to attend not more than one monthly meeting with Employer's designees for the purpose of resolving problems dealing with the implementation of this Agreement.

Nothing herein shall preclude the scheduling of additional meetings in any month when such scheduling is mutually agreeable to the parties.

Section 2. No Union member or representative shall solicit members, engage in organizational activities, or participate in other union activities during working hours except as provided for below or in the processing of grievances. Union representatives shall be permitted to investigate and discuss grievances during working hours subject to management's responsibility to maintain efficient operations by giving notice to the Employer.

Union officials shall be granted administrative leave in order to represent an employee during any meeting in which allegations are made which the employee reasonably believes could lead to discipline or during any meeting held for the purpose of imposing discipline upon an employee.

Union officials shall be granted reasonable time for distribution of intra-office union materials, for meet and discuss sessions provided for under this Agreement, and for negotiation sessions related to subsequent collective bargaining agreements.

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

An aggrieved employee and Union representatives (known as stewards), if employees of the Employer, shall be granted reasonable time during working hours, if required, to process grievances in accordance with the Grievance Article of this Agreement without loss of pay or leave time.

ARTICLE 28 DISCIPLINE

Section 1. No employee covered by this Agreement will be disciplined by the Employer except for just cause shown. The Union shall be promptly notified by the Employer of any reprimand, demotion, suspension or discharge.

Section 2. The term discipline as used in this Article shall include the written reprimand, suspension, demotion or discharge of any employee covered by this Agreement.

Section 3. An employee may appeal a demotion, suspension, or discharge beginning at the third step of the grievance procedure. The grievance must be presented in writing within fifteen (15) working days following the date on which the aggrieved employee received notice of the discipline subject to any conditions set forth in the Grievance Procedure, Article 29.

Section 4. The provisions of Article 29, Grievance Procedure and Article 30, Arbitration, shall not be available to an Assistant Counsel for the grieving of disciplinary actions during the initial six (6) months of probationary employment. The initial six (6) months probationary period

referenced in this Section for an Assistant Counsel may be extended at the Employer's discretion for up to six (6) months subject to the following exception. An Assistant Counsel who has failed to pass the Pennsylvania Bar Examination and whose work is otherwise satisfactory, shall have their initial six (6) month probationary period extended for up to six months. For Assistant Counsels with more than six (6) months service with the Commission, regular status will be granted upon the Executive Director's receipt of certification that the employee has successfully passed the Pennsylvania Bar Examination.

Section 5. It is understood that personal criticism of the job performance of specific Assistant Counsel should be done in private sessions between the Employer or his/her designee and the employee .

Section 6. It is understood that reassignments of Assistant Counsel between divisions of the Law Bureau and within the Bureau of Investigation and Enforcement are within the discretion of the Employer. The parties agree, however, that no reassignments should be made for punitive or arbitrary and capricious reasons.

An employee may appeal a reassignment beginning at the second step of the grievance procedure, subject to any conditions set forth in Article 29, Grievance Procedure. If it is determined that the reassignment was made for punitive or arbitrary or capricious reasons, the affected employee shall immediately be returned to the position he or she occupied prior to the reassignment.

Section 7. Employees who spend an appreciable amount of time in the conduct of union business must be evaluated only on the basis of work performed while present and on the amount of work which they could have reasonably been expected to accomplish during that period.

ARTICLE 29 GRIEVANCE PROCEDURE

Section 1. The Employer and the Union recognize the importance of prompt and equitable disposition of any grievance at the lowest organizational level possible.

Section 2. A grievance is a difference or dispute over the interpretation or application of the terms of this Agreement. The negotiated grievance procedure shall be the exclusive procedure available to the Union and employees for resolving such grievances.

Section 3. a. The termination, demotion, furlough, suspension, or reduction in grade or compensation of an employee during the probationary period (not to exceed six (6) months except as provided for in Article 28, Section 4) shall not be subject to the grievance procedure.

b. It is agreed that on or about the completion of three (3) months service, there shall be an informal discussion with the employee of the specifics of his/her job performance with the appropriate supervisor.

Section 4. The Union is the exclusive representative of all of the employees in the unit throughout the grievance procedure provided that any individual employee or group of employees shall have the right to present grievances to their Employer and to have them adjusted without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of this Agreement; and, provided further that the Union has been given an opportunity to be present at such adjustment and/or discussions with the Employer leading up to such adjustment and to indicate its position on the issue being grieved. An individual employee or group of employees, without the intervention of the Union, may not process a grievance to arbitration.

Section 5. The grievance procedure shall consist of the following steps:

STEP ONE. Any grievant may refer a grievance to the Union as he/she desires. The grievant and/or his/her representative will then present the grievance to the grievant's immediate supervisor and attempt to resolve it at that level. The grievance must be presented in writing within fifteen (15) working days following the date on which the aggrieved employee or Union office had knowledge, or reasonably should have had knowledge, of the facts giving rise to the grievance. The grievance will be answered in writing by the supervisor within ten (10) working days following the date on which the grievance is presented.

STEP TWO. Absent resolution of the grievance at Step One, the grievant and/or his/her representative may, within ten (10) working days of when the decision at Step One is due or received, present the grievance, which must be in writing and signed by the grievant and/or his/her representative, to the employee's Bureau Director. The grievance will be answered, in writing, within ten (10) working days following the date on which the grievance is presented at this step.

This submission shall include:

- a. Name of grievant;
- b. Nature of grievance and specific contract provision(s) allegedly violated;
- c. Corrective action requested and reasons for such action;
- d. Name of designated Union representative, if any; and
- e. For a classification grievance, the current job description.

Upon request of the employee's Bureau Director, the grievant or the Union shall provide any of the above-listed items or any other relevant information not contained in the original grievance submission. Failure to comply with all the items a. through e. above, shall not preclude processing the grievance but shall bar the raising of any and all items not listed therein. It is understood and agreed between the parties that the Association will be allowed to make reasonable modifications to the grievance within twenty-five (25) days

of the date the grievance is filed at the first step of this procedure. It is also understood and agreed between the parties that such modifications will be based on matters which occurred on or before the original date of the filing of the grievance but which came to the attention of the Association in the twenty-five (25) day period after the grievance was filed.

STEP THREE. Absent resolution of the grievance at Step Two, the grievant and/or his/her representative may, within ten (10) working days of when the decision at Step Two is due or received, file the grievance, which must be in writing, with the Executive Director. The grievance will be answered by the Executive Director or his/her designee within ten (10) working days after receipt. However, in cases where the Employer determines that an investigation is required, it will so notify the parties, and, in such cases, a decision shall be issued within twenty-five (25) working days after receipt of the grievance.

Section 6. Any grievance not presented or appealed within the time limits specified herein shall be deemed settled on the basis of the last Employer decision issued. The decision at Step One, Two or Three shall not be used as precedent for any subsequent case unless otherwise agreed.

Section 7. Subject to applicable law, the Employer will make available for review or will reproduce at cost to any grievant or to the representative of the Union designated by the grievant, any public record, laws, regulations, rules or policies or other reasonable requests for documents or information relied upon to sustain the action which gave rise to the grievance.

Section 8. Nothing herein should be deemed as foreclosing the parties from attempting to adjust the grievance informally and without using the foregoing formal grievance procedure. While actively attempting to adjust a grievance informally, the Union may withhold the filing of a formal grievance without prejudice or claim that the grievance is untimely if mutually agreed in writing. At any step of this procedure the Employer representative is not precluded from utilizing such information devices as personal meetings, conferences, or other fact-finding methods where appropriate. The Employer representative may initiate such measures or he/she may do so upon request of the grievant, his/her Union representatives, or the Union. Similarly, if a grievance arises concerning any matters which the Employer's representatives at the earlier steps of the grievance procedure do not have authority to correct, the grievance may be initiated at the appropriate step of the grievance procedure which would allow the grievance to be considered by the person who has the initial authority to take the requested corrective action.

Section 9. All of the foregoing time requirements can be altered and extended by mutual consent of all parties. The granting of any extension at any step shall not be deemed to establish precedent.

Section 10. Employees selected by the Union to act as Union representatives shall be known as stewards. The Union shall furnish the Employer with the names of grievance representatives and shall notify the Employer of any changes.

Section 11. A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure.

Section 12. An aggrieved employee, a representative of the employee, and Union representatives, if employees of the Employer, shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Article and Article 27, Section 2 without loss of pay or leave time.

ARTICLE 30 ARBITRATION

Section 1. If the decision of the Employer at Step Three of the grievance procedure set forth in Article 29 of this Agreement has not resolved the grievance or if no decision has been issued by the Employer within the allotted time, the Union may initiate an appeal of the grievance to arbitration by mailing or otherwise serving upon the Employer, or its designee, written notice of an intent to appeal the grievance to arbitration within fifteen (15) working days after the date on which receipt of the Step Three decision was due or received.

Any grievance for which arbitration is not requested by the Union within the time limit set forth in this Section will be deemed settled on the basis of the last decision issued by the Employer.

Section 2. Within ten (10) working days of the date of receipt by the Employer of the Union's request to proceed to arbitration, representatives of the parties shall confer for the purpose of selecting an arbitrator. If agreement on an arbitrator cannot be reached within ten (10) working days of the initiation of such discussions then either party may request the Pennsylvania Bureau of Mediation to submit to both parties a list of seven qualified and impartial arbitrators. Representatives of the parties shall confer within five (5) working days following receipt by the parties of such list to mutually select one arbitrator from the list. If the parties cannot mutually agree to select one (1) arbitrator on this list, they shall alternately strike, beginning with the Union, one arbitrator from the list until one arbitrator remains, who shall be the arbitrator for the specific grievance. However, prior to striking names, either party may advise the other that the list is unacceptable and, if the other party agrees, may request a new Bureau of Mediation list or a list from the American Arbitration Association which list shall be paid for by the requesting party. The same procedure for selecting the arbitrator as outlined above, shall be used for any new list secured.

Section 3. Each case shall be considered on its merits and this collective bargaining agreement shall constitute the sole basis upon which the arbitrator's decision shall be rendered. The decision at Steps One, Two or Three shall not serve as a precedent for any other case.

Section 4. The arbitrator shall neither add to, subtract from nor modify any of the provisions of this Agreement. 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.

Section 5. The decision of the arbitrator shall be final and binding on both parties, except where the decision would require the enactment of legislation, in which case the decision shall be advisory only.

Section 6. The arbitrator will be requested by the parties to issue his/her decision within thirty (30) days after the closing of the record in the case, unless the parties mutually agree otherwise.

Section 7. All of the time limits contained in this Article may be extended by mutual agreement. The granting of an extension at any step of the grievance procedure or of any of the time limits of this Article shall not be deemed to establish any precedent in that case or any other case and shall not constitute a waiver of the time limits in that or any other case. The failure to demand compliance with or to comply with the time limits of Article 29, Grievance Procedure, or of this Article shall not act as a waiver of any substantive or procedural rights of the parties.

Section 8. The arbitration hearing shall normally be held during regular working hours. As appropriate, the aggrieved employee, a representative of the employee, a Union representative and a reasonable number of necessary employee witnesses shall be granted reasonable time off from work without loss of pay or leave time for the time required to participate in the hearing.

Section 9. The Employer and the Union shall each pay one-half the costs of the fee and expenses of the arbitrator, the cost of the arbitrator's copy of the transcript, if any, and the cost, if any, of the hearing room facilities. Where one of the parties to this Agreement requests a postponement of a previously scheduled arbitration hearing, for other than professional reasons, which results in a charge by the arbitrator, the postponing party shall pay such charge unless the postponement results in a settlement of the case. The postponement charge by an arbitrator resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear all the costs of preparing and presenting its own case.

ARTICLE 31 OFFICIAL PERSONNEL FILES

Section 1. There shall be one official personnel file for each employee and all records pertaining to the employee shall be contained therein.

Section 2. Maintenance, access and release of employee information for employees in this bargaining unit shall be in accordance with Commonwealth Management Directive 505.18 of February 14, 2003.

ARTICLE 32 BULLETIN BOARDS AND OFFICE FACILITIES

Section 1. The Employer agrees to provide space on bulletin boards to the Union for the posting only of official notices and other material related to Union business. Furthermore, the Union shall not post material detrimental or inflammatory to the labor-management relationship nor of a political nature.

Section 2. 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 personnel officer or his/her designated representative and based upon availability of space. Any additional documented custodial or security costs involved in such use must be paid for by the Union.

Section 3. Copies of this Agreement, if provided by the Union, will be distributed by the Employer to present and future employees in the bargaining unit.

Section 4. The Union shall be permitted reasonable use of the Employer's inter-city mail service for the distribution of mail related to Union business to unit members at locations to which such mail is delivered.

ARTICLE 33 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, and the Civil Rights Act of 1964 or other federal law or any laws and rules related to the Public Utility Commission's Equal Employment Opportunity program, and the Americans with Disabilities Act, the provisions of the aforementioned Orders, laws and implementing regulations shall prevail.

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

Section 2. This Article shall not be construed as endorsing or accepting the Employer's application or interpretation of federal law.

ARTICLE 34 NON-DISCRIMINATION IN EMPLOYMENT

Section 1. The Commission agrees there will be no discrimination in the selection, reclassification, promotion, transfer, training or reassignment of employees or in other terms or conditions of employment because of political affiliation, marital status, sex, race, color, age, non-job related handicap or disability, AIDS or HIV status, religious creed, national origin, sexual orientation, gender identity or expression, or membership in or activity on behalf of the Union.

Section 2. The Commission does not condone and will not engage in any type of sexual harassment of any employee.

Section 3. The Union agrees that it will not in its representation of employees in the unit discriminate against anyone in the unit on the basis of membership in the Union, sex, race, color, age, religious creed, national origin, non-job related handicap or disability, AIDS or HIV status,

marital status or political affiliation, sexual orientation, gender identity or expression, nor act in a discriminatory fashion against the Employer.

ARTICLE 35

UNION MEMBERSHIP AND VOLUNTARY DEDUCTION OF UNION DUES

Section 1. The Employer shall provide employees with Union membership dues deduction materials. The Union shall furnish the Employer with sufficient copies of membership and dues deduction materials. The Employer agrees to deduct an amount equal to the Union biweekly dues and assessments if any, from the pay of those employees who individually request in writing that such deduction be made. Such requests shall be made on a Union payroll deduction authorization form, which the Employer will implement effective at the beginning of the first pay period after the pay period in which the authorization card is submitted to the Employer. The amounts to be deducted shall be certified to the Employer by the Union.

Section 2. Authorized deductions will be made each biweekly pay period from the pay of each employee in accordance with this Agreement. It is understood that no deduction will be made by the Employer in any period for which the employee's net earnings after other deductions are insufficient to cover the full amount of the deduction.

Section 3. The aggregate deductions shall be transmitted by the Employer to the Treasurer of the Union by check, not later than the last day of the succeeding month after such deductions are made. With each check the Employer agrees to provide the Union with a list showing the name of the employees involved, the amount deducted for each employee, and the total amount withheld for the pay periods in question.

Section 4. All deductions provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Union. Any individual deductions also shall be automatically terminated if the employee leaves the bargaining unit.

Section 5. An employee's dues deduction authorization shall remain in effect until expressly revoked in writing by the employee in accordance with the terms of the authorization. When it is 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 change authorizations.

Section 6. The Union shall be responsible for ensuring that the written dues authorizations are properly completed and certified before transmitting them to the Employer.

Section 7. 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 under the provisions of this Article.

Section 8. The dues deduction provisions of this Article shall continue to pertain when any employee is transferred from one position to another position covered by this Agreement. Dues deductions will be resumed for employees upon their return from leave of absence without pay or recall from furlough.

Section 9. The Employer shall provide the Union, on an annual basis, a list of all employees in the unit. This list shall contain the employee's name, address and classification.

ARTICLE 36 MISCELLANEOUS PROVISIONS

Section 1. In the event that any provisions of this Agreement are found to be inconsistent with existing statutes, ordinances, or the professional responsibilities of an attorney, the provisions of such statutes, ordinances or responsibilities shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. Where a provision of this Agreement has been determined to be void, the parties shall, at either's request, negotiate on the specific provision found to be void.

Section 2. The Public Utility Commission and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act and constitutes the entire agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively or meet and discuss with each other with reference to any other subject, matter, issue or thing whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

Section 3. In the event that any provision of this Agreement requires legislative action to become effective, including but not limited to the amendment of existing statutes, the adoption of new legislation, the passage of the Employer's budget, or the granting of appropriations, it shall not become effective until or unless such legislative action is taken. Except in those situations pertaining to passage of the Employer's budget and/or the granting of appropriations, should the Legislature fail to pass the enabling legislation, the parties shall, at either's request, negotiate on the specific provision that has not been implemented.

Section 4. Where the term "meet and discuss" is used in this Agreement, it will be deemed to have the meaning of that term as defined and applied under the Public Employee Relations Act.

Section 5. Travel expenses shall be paid in accordance with the Commonwealth's Travel Expense Regulations, as amended from time to time.

Section 6. Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment

requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50, including tax. These allowances for subsistence require no receipts or other accounting, however, they are not flat allowances and only amounts actually expended may be claimed.

If an employee is required and assigned by his or her immediate supervisor to work more than two (2) hours beyond his/her regular quitting time, the employee will be allowed a meal period at the end of the initial two hour period or sooner. In addition, the employee will be allowed a meal period for each four (4) hours worked beyond each meal period. If an employee works more than two (2) hours after his/her scheduled quitting time and has not had notice of such work requirement at least two (2) hours before commencement of his/her regular shift, the Employer shall furnish a meal or compensate the employee for a meal in an amount actually expended and not to exceed eight dollars (\$8.00).

Section 7. Policies concerning tobacco use at the work site, including prohibitions against tobacco use, may be established by the Public Utility Commission after meet and discuss with the Union. The Public Utility Commission shall ensure that tobacco use policies are applied uniformly to all employees at the work site.

Section 8. Policies and procedures relating to the Employer's Corporate Card Program will apply to employees in this unit.

Section 9. All legal work pertaining to appeals of personnel action taken by the Commission and other confidential internal personnel related matters where legal counsel is required or requested by the Commission, will not be considered to be exclusively the work of this bargaining unit. Furthermore, it is recognized that the management level attorneys within the PUC may perform bargaining unit work in accordance with current practice or, on a temporary basis, in emergency or excessive work load circumstances in order that the Commission's functions, programs and standards of service are maintained.

Section 10. Effective January 1, 2012, should the Employer assert an overpayment of wages or benefits provided by this agreement of more than \$300 has been made to an 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.

ARTICLE 37 CONTINUING LEGAL EDUCATION

Section 1. a. The Employer shall provide appropriate time off for satisfying all Continuing Legal Education required by the Pennsylvania Supreme Court. Such education shall be scheduled and paid for by the Employer for courses offered and/or sponsored by Commonwealth training resources. Courses offered by private entities will be considered for reimbursement only when the Commonwealth does not offer sufficient credits to enable employees to fulfill the training requirements imposed by the Pennsylvania Supreme Court.

When employees elect to schedule required Continuing Legal Education on their own, time off for such training must be approved by the employee's immediate supervisor, or designee, and such training shall be paid for by the employee.

b. The Employer shall reimburse each employee the full amount of the course registration fee of employee initiated job related continuing legal education, subject to the following conditions:

1. request with complete description must be submitted in writing to employee's immediate supervisor or designee
2. prior approval by the Executive Director, or designee, is required
3. reimbursement will be in accordance with Agency policy and procedures
4. travel, lodging and meals will be reimbursed in accordance with Commonwealth Travel Policy regulations

c. The Employer shall reimburse each employee the full amount of the course registration fee of job related continuing legal education required by the Employer subject to the following conditions:

1. reimbursement will be in accordance with Agency policy and procedures
2. travel, lodging and meals will be reimbursed in accordance with Commonwealth Travel Policy regulations

ARTICLE 38 SENIORITY

Section 1. For purposes of this Agreement, seniority shall be defined as unbroken service with the Employer in this bargaining unit from the date of most recent hire. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report after leave and acceptance of other permanent employment while on leave.

Section 2. a. When the Employer determines a furlough is necessary, employees will be furloughed in inverse order of bargaining unit seniority, starting with the least senior employee in the classification designated by the Employer for furlough, regardless of division or bureau.

b. When an employee is affected by a furlough, the employee shall have the right to bump into a position in the next lower classification within the bargaining unit, provided the employee has more bargaining unit seniority than the employee with the least amount of bargaining unit seniority in the next lower classification, and provided the affected employee has the requisite skill and ability, necessary to perform the duties associated with the position in the next lower classification. If a bump into the next lower classification is not available, the employee shall have the right to bump into any lower classification in the bargaining unit, subject to the conditions set forth above. If the affected employee is unable to bump into any position, the employee shall be furloughed.

c. If an employee declines to exercise any of the bumping rights set forth in Section 2.a. at the time the furlough is announced, the employee shall forfeit all bumping rights, but shall remain eligible for recall to the position from which he/she was originally furloughed for three years pursuant to Section 3 of this Article.

Section 3. Furloughed employees will be placed on a recall list for a period of three (3) years and will be recalled in bargaining unit seniority order to the classification previously held, or to any lower level classification in the bargaining unit, provided they have the skill and ability to adequately perform the duties associated with the vacant position. When an employee covered by this agreement is recalled to a position in a lower pay range the provisions of Article 8, Section 8.b. shall apply.

Section 4. In the event an employee on a recall list refuses an offer of employment in a lower classification for which the employee has seniority rights, the employee shall forfeit recall rights to such a classification; if the employee refuses an offer of employment in the classification from which the employee was initially furloughed, the employee shall forfeit all recall rights, and shall be considered as having resigned from employment with the Employer.

Section 5. Notice of recall shall be sent by the Employer to the employee's last address of record. During the period that employees are on a recall list, they shall keep the Employer informed of any changes in address. The Employer shall not be held liable if an employee is not offered recall because of failure to notify the Employer of a change of address. An employee who

fails to respond to a recall within five (5) working days of receipt of the recall offer and/or is not offered recall because of failure to notify the Employer of a change of address shall forfeit all recall rights and be considered as having resigned from employment with the Employer.

Section 6. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights under the following circumstances:

- 1) For a defined benefit 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.

Section 7. Seniority rights shall continue to accrue during the following leaves without pay: military leave, leave without pay for illness, family care leave, parental leave, and paid or unpaid injury leave. Otherwise, seniority rights shall not accrue for leaves without pay.

Section 8. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.

ARTICLE 39 SUPPLEMENTARY EMPLOYMENT

Section 1. Members of the Commonwealth Bar Association shall be permitted to engage in the outside practice of law which does not directly or indirectly interfere with the performance of their duties and obligations to the Public Utility Commission and avoids any appearance of impropriety. The outside practice of law will be subject to pre-approval of a supplementary employment request by the Human Resources Director and limited to the following areas of law:

1. Wills, living wills, trust and estates.
2. Residential real estate transactions.
3. Taxes.
4. Counsel to a non-profit organization.

5. Sports agent.
6. Teaching, including public utility law.
7. Contract preparation and negotiations for commercial and private individuals.
8. Incorporation.
9. Divorce mediator.
10. Financial consultant or advisor.
11. Draft and exercise powers of attorney.
12. Writing and speaking on the law for publications, radio or television.
13. Antitrust Law.
14. Personal Property Law, to include animal law.

Section 2. The Union or the Public Utility Commission may request a Meet and Discuss to consider any other area of supplementary employment not previously determined to be appropriate or inappropriate for inclusion in the above list.

Section 3. Denials of outside employment requests by the Personnel Director may be appealed to the Executive Director whose decision will be binding and final. Denials of outside employment will not be arbitrary and capricious.

Section 4. Members may not engage in outside practice during scheduled work hours or use property of the Commonwealth of Pennsylvania in pursuit of that practice. Property of the Commonwealth includes, but is not limited to telephones, copiers, fax machines, stationary supplies and personal computers.

Section 5. Any violation of the above Article by the employee may subject that employee to disciplinary action which may include reprimand, suspension, and/or discharge, whichever is appropriate.

Section 6. Members may not engage in any outside practice that would require them to appear before any court or administrative hearing board.

Section 7. Nothing in this Article is to be construed as a waiver of any of the legal rights of either party.

ARTICLE 40
DURATION OF AGREEMENT

Section 1. The Agreement shall be effective as of July 1, 2019, except where specifically provided that a particular provision will be effective on another date and shall remain in full force and effect up to and including June 30, 2023. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing of its intent to renegotiate provisions of this Agreement by such time as would permit the parties to comply with the collective bargaining schedule established by the Public Employe Relations Act.

**ARTICLE 41
SUCCESSOR PROVISIONS**

This Agreement shall be binding upon the parties and their successors and assigns.


COMMONWEALTH BAR ASSOCIATION



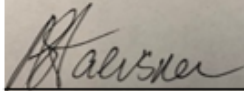
Stephanie Wimer, Esquire
President



Joseph Cardinale, Esquire
Vice President/Treasurer



Erin Tate, Esquire
Secretary

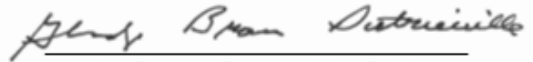


Aspasia Staevska, Esquire
Bargaining Committee Chair



Rhonda Daviston, Esquire
Bargaining Committee Chair

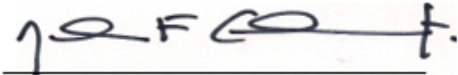
**PENNSYLVANIA PUBLIC
UTILITY COMMISSION**



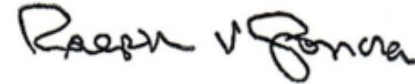
Gladys Brown Dutrieuille, Chairman



David W. Sweet, Vice Chairman



John F. Coleman Jr, Commissioner



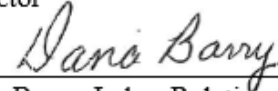
Ralph V. Yanora, Commissioner



Seth Mendelsohn, Executive Director



Michael Roberts, Human Resource
Director



Dana Barry, Labor Relations
Coordinator

SIDE LETTER 1

Should the Public Utility Commission make changes to the established pay ranges, pay matrix or decide to offer additional benefits for Attorneys under their jurisdiction during the term of this contract, the Commission agrees to Meet and Discuss these issues with the Association.



Commonwealth Bar Association



PA Public Utility Commission

4.20.05
Date

4.20.05
Date

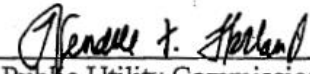
SIDE LETTER 2

Pursuant to the Commonwealth Bar Association's agreement to participate in the Commonwealth Corporate Card Program, the Public Utility Commission and the Commonwealth offer this letter of agreement to reinforce the assurance provided during bargaining that reimbursement checks will be mailed or reimbursement amounts deposited to the employee's account by the Treasury Department within 15 working days of the employee's Travel Expense Voucher being received for processing by the Bureau of Commonwealth Payroll Operations, Comptroller Operations.

In addition, the Commission agrees to meet and discuss with the Association upon request if problems with the administration of the Corporate Card Program develop.


Commonwealth Bar Association

4-20-05
Date


PA Public Utility Commission

4.20.05
Date


Office of Administration

5/4/05
Date

SIDE LETTER 3



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

(717) 787-8714
(717) 787-3855
(Fax)

November 14, 1997

Mr. Terrence J. Buda, President
Commonwealth Bar Association
P.O. Box 248
Harrisburg, PA 17105

Re: PA Supreme Court Disciplinary Fee

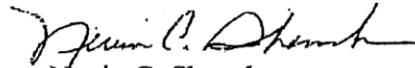
Dear Mr. Buda:

As discussed with you at a labor/management meeting in July of this year, Management is proposing to replace the language of Article 8, Section 7 of the Agreement regarding our obligation to reimburse your members for the annual disciplinary fee. In lieu of an "after the fact" reimbursement we are proposing to pay the fee "up front" each fiscal year. Consequently, the following language is offered as a side letter agreement:


1. Members of the Commonwealth Bar Association (CBA) bargaining unit will submit the completed original of their "PA Attorneys Annual Fee Form" to the PUC's Personnel Office, no later than June 15 of each year, prior to the start of the new fiscal year each July 1.
2. CBA represented attorneys who fail to meet the above deadline will be required to pay the fee on their own and apply for reimbursement.
3. The Commission agrees to submit the completed forms with a lump sum payment to the disciplinary board no later than July 31 of each year.
4. This side letter agreement will supersede the current language of Article 8, Section 7 and the parties agree to address revision of this language in the next collective bargaining negotiation.
5. This agreement will be effective with the disciplinary fee due for fiscal year 1998/99.
6. This agreement is non-precedent setting and is made without prejudice to the rights of either party in any future dispute.

Your signature below will represent the Union's concurrence with the above terms. Please return the signed original to my office.

Sincerely,



Nevin C. Shenck
Personnel Director



Terrence J. Buda/Date

cc: Barbara Bruin
Otto F. Hofmann
Veronica Smith
G. J. Gillert
C. J. Meisinger
Al DeSanto
File

SIDE LETTER 4



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

(717) 787-8714
(717) 772-3177
(Fax)

January 28, 2000

Mr. Wayne T. Scott, President
Commonwealth Bar Association
PO Box 248
Harrisburg, PA 17108

Re: Position Sharing
PUC Assistant Counsel 3

Dear Mr. Scott:

Pursuant to our recent discussions, this correspondence is offered as a Side Letter Agreement governing a second position sharing. The Commission agrees to the following:

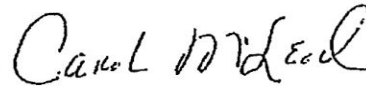
1. The position sharing will be based upon childcare responsibilities. Management will consider other requests. Approval of other requests and granting of waivers will be within the discretion of Management.
2. Under no circumstances will the employees in the position sharing arrangement be permitted supplemental outside employment related to the practice of law. Other types of employment will be governed by the Commission's Supplemental Employment Policy.
3. Two candidates will be chosen through the normal selection process to share this full-time position on a 50% basis each. However, first consideration for one-half of this full-time position will be given to current PUC Assistant Counsels who submit a bid.
4. Both employees will be considered as permanent employees but working at a 50% time work code. Management will have final discretion in the approval of work schedules.
5. Should one party decide to leave the position sharing arrangement, the remaining employee may be obligated to return to full-time employment. This provision

6. also is applicable in the event of a reduction in force where one of the parties in the position sharing is the least senior in the classification identified for furlough.
7. If either party wishes to return to full-time work, Management has no obligation to return such party even if a full-time position is available to do so. Should Management in its discretion approve the return of a half-time employee to full-time work, the Commonwealth Bar Association expressly waives the posting requirement and promotional rights of any bargaining unit members in the next lower class to the position level filled.
8. Article 7, Section 2, of the Agreement, "Hours of Employment", relating to the core hour concept, will not be applicable to those employees involved in the sharing of a full-time position.
9. Benefit rights will be governed by Management Directive No. 530.11 amended, "Benefit Rights of Permanent and Temporary Employees" in addition to the regulations of the Pennsylvania Employees Benefit Trust Fund. The earning of annual, sick and personal leave will be on a prorated basis.
10. Bargaining unit seniority will be earned at one-half the rate of permanent employees working at a 100% time work code.
11. The Commonwealth Bar Association waives all relevant contract language, not already specifically waived in this side letter, to the extent that the language conflicts with the intent of the position sharing concept.
12. Management has the right to terminate the position sharing arrangement at any time and may require that the position be filled on a full-time basis. If necessary, the furlough provisions of the Agreement will be followed in determining rights to the full-time position. Management agrees to meet and discuss at the Union's request concerning the basis for the ending of the position sharing arrangement. At minimum, Management will provide a two week notice if the position sharing arrangement is to terminate, unless emergency circumstances dictate otherwise.
13. Any disputes arising out of this position sharing arrangement will not be subject to the grievance and arbitration provisions of the Agreement but rather will be addressed through meet and discuss. Any disputes involving position-sharing employees, which do not arise from the position sharing arrangement itself, are still subject to the relevant provisions of the Agreement.

14. Employees in the position sharing arrangement will receive general pay increases and longevity increases in accordance with the Agreement, except that any cash payments will be prorated.
15. Management will reimburse the employees for the annual disciplinary fee in accordance with Side Letter 3, dated November 14, 1997.
16. The Union recognizes Management's right to limit the number of position sharing arrangements.
17. This side letter agreement is made without precedent or prejudice to the rights of the Commission and the Association in any future dispute.


Your signature below represents concurrence with the above terms.

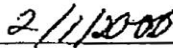
Sincerely,



Carol McLeod
Personnel Director

Commonwealth Bar Association



Wayne T. Scott

Date

SIDE LETTER 5



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

SIDE LETTER 5

December 17, 2012

Charles Daniel Shields, President
Commonwealth Bar Association
P.O. Box 248
Harrisburg, PA 17105

RE: Pro Bono Legal Services

Dear President Shields,

This letter outlines the agreement reached following discussions held between the Commonwealth Bar Association ("CBA") and the Pennsylvania Public Utility Commission ("PUC") regarding the issue of pro bono legal work for PUC Assistant Counsel in the bargaining unit represented by the CBA. Provisions for said agreement follow:

1. The Supreme Court of Pennsylvania has adopted *Rule 6.1* of its *Rules of Professional Conduct (Pa. R.P.C.)*. This rule provides that a lawyer should render public interest legal services. The American Bar Association has adopted goals for lawyers to provide pro bono services to persons of limited means. Assistant Counsels employed by the PUC may participate in approved pro bono public activities only in accordance with the requirements and procedures set forth in this side letter.
2. Prior to agreeing to provide legal services in a pro bono matter, the Assistant Counsel must submit a request with justification to their respective bureau director (e.g. Chief Counsel or Chief Prosecutor) who shall forward the request to the Executive Director with a recommendation of whether the request should be approved or disapproved. The Executive Director will have the sole discretion in determining whether to approve or disapprove said request and determine what limitations, if any, will apply. The approval or disapproval with any limitations will be communicated to the Assistant Counsel originally making the request. Approval may be rescinded if the pro bono work negatively impacts the Assistant Counsel's performance of his/her official duties.
3. Assistant Counsel may accept pro bono assignments approved by the Executive Director in the following areas:
 - a. Domestic relations cases in which an order of protection is the only relief sought.
 - b. Landlord/tenant cases.
 - c. Consumer protection cases.
 - d. Service as a guardian ad litem.
 - e. Wills, living wills, power of attorney, durable powers of attorney, and guardianships.
 - f. Participation in dispute arbitration, mediation, or resolution services.
 - g. Legal work for a nonprofit organization in matters designed primarily to address the needs of persons of limited means.

- h. Legal work for charitable, religious, governmental, education, or other community organizations.
 - i. Participation in communities or activities related to the delivery of pro bono services.
 - j. Educational activities, training, and teaching designed to improve law, the legal system, the legal profession, or community understanding of the law and the legal profession.
 - k. Literacy, tutoring, or mentoring programs for youth offenders or persons of limited means.
 - l. Other areas authorized by the Executive Director.
4. Assistant Counsel may not provide pro bono services in the following matters:
- a. Criminal matters.
 - b. Any matter in which the Commonwealth or any of its agencies has an interest even if that agency has no connection to the attorney's normal duties.
 - c. Any matter which would require representation before a Commonwealth agency.
 - d. Any matter in which a challenge to the constitutionality of a state statute is the indicated course of action.
 - e. Any matter in which participation would create an appearance of a conflict of interest.
 - f. Any matter that would interfere unduly with the attorney's abilities to perform his/her regular duties.
 - g. Any matter which would constitute a conflict of interest as provided in *Pa. R.P.C. 1.7 – 1.12*.
 - h. Any other matter which participation may be inappropriate as determined by the Executive Director.
5. Before discussing a case, the Assistant Counsel must inform a pro bono client or the referral agency, as appropriate, that the lawyer must receive PUC approval before final acceptance of the matter.
6. The Assistant Counsel, before performing any services for the pro bono client, must provide the client with an engagement letter which includes such terms as prescribed by the Executive Director.
7. The PUC does not provide legal malpractice insurance coverage for pro bono services and assumes no liability for pro bono activities performed by any of its Assistant Counsels.
8. Assistant Counsels providing pro bono services do so in an individual capacity and shall not represent to any person that they are acting on behalf of the PUC or the Commonwealth. Assistant Counsels shall not:
- a. Use office stationary or anything bearing PUC or Commonwealth letterhead or logo.
 - b. Distribute business cards provided by the PUC.

- c. Use anything else that associates the pro bono services being performed with the official work of the PUC or Commonwealth.

9. Providing pro bono services:

- a. Assistant Counsels must give first priority to their official duties. Pro bono matters should be handled outside regular work hours, such as during lunch periods, before and after regular work hours, and on weekends, holidays, and leave time, whenever feasible.
- b. It is recognized, due to limitations on use of PUC resources for pro bono purposes, as set forth in #10 below, it may be necessary for an Assistant Counsel to perform pro bono services on-site at the referral agency or nonprofit organization during regular work hours.
- c. Time spent on pro bono services during regular work hours shall be made up by the Assistant Counsel, on a weekly basis, so that the attorney can:
 - 1. Account for the require hours per week on official duties; or
 - 2. Utilize approved annual, personal or unpaid leave.

10. Use of Resources:

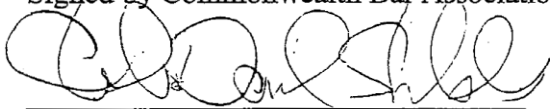
- a. The general policy is that an Assistant Counsel must not use PUC resources for pro bono matters.
- b. Direct expenses for any pro bono work, such as filing fees, court costs, and transcripts will not be paid by the PUC. Assistant Counsels must make appropriate arrangements with the client, the referral agency, or other body through which the matter was referred. Court costs and filing fees may be waived whenever an *in forma pauperis* petition and a lawyer certification of free legal service are filed with a court pursuant to *Pa. R.P.C. 240*.
- c. Assistant Counsels are specifically prohibited from using the following Commonwealth resources for pro bono matters:
 - 1. Vehicles.
 - 2. Credit cards.
 - 3. Accounts for payment of costs and expenses.
 - 4. On-line computer research services billed to the PUC on a fee-per-use basis.
 - 5. Telephones for long distance calls except to a referral agency.
 - 6. Postage.
- d. Assistant Counsels may use the following PUC resources and supplies for pro bono matters so long as the use does not interfere with the agency's work or efficiency:
 - 1. Library.
 - 2. Dictation equipment.
 - 3. Computers and typewriters.
 - 4. Facsimile and copying equipment.
 - 5. Printer paper, copy paper, envelopes, and similar supplies within reasonable limits.
- e. Assistant Counsels are prohibited from the following activities:

1. Utilizing their workplace to meet with pro bono clients or others concerning such matters.
 2. Accepting telephone calls from pro bono clients or referral agencies at their workplace.
11. The PUC does not assume responsibility to provide appropriate training opportunities for Assistant Counsels in pro bono programs.
12. Either party may withdraw from this agreement by providing the other party 30 days written notice of its intent to withdraw. The parties agree to meet, upon request, to discussion potential modifications to this agreement prior to the end of the 30 day notice period.

Sincerely,


Michael E. Roberts
Labor Relations Coordinator

Signed by Commonwealth Bar Association



Charles Daniel Shields, CBA President

Dated: December 18, 2012

cc: J. Freeman
R. Gramola
K. Moury
K. Hoffman
B. Pankiw
J. Simms
A. Santucci
OA BLR

APPENDIX A

**COMMONWEALTH BAR ASSOCIATION
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2019
PAY SCALE TYPE ST**

PAY SCALE		PAY SCALE GROUP	PAY SCALE GROUP	PAY SCALE GROUP	PAY SCALE GROUP
LEVEL		8	9	10	11
1	Hourly	29.52	33.71	38.44	43.90
	Biweekly	2,214.00	2,528.25	2,883.00	3,292.50
	Annual*	57,741	65,937	75,189	85,868
2	Hourly	30.14	34.43	39.30	44.83
	Biweekly	2,260.50	2,582.25	2,947.50	3,362.25
	Annual*	58,954	67,345	76,871	87,687
3	Hourly	30.86	35.22	40.19	45.85
	Biweekly	2,314.50	2,641.50	3,014.25	3,438.75
	Annual*	60,362	68,890	78,612	89,683
4	Hourly	31.56	35.99	41.06	46.89
	Biweekly	2,367.00	2,699.25	3,079.50	3,516.75
	Annual*	61,731	70,396	80,313	91,717
5	Hourly	32.23	36.80	41.93	47.94
	Biweekly	2,417.25	2,760.00	3,144.75	3,595.50
	Annual*	63,042	71,981	82,015	93,771
6	Hourly	32.96	37.60	42.91	48.98
	Biweekly	2,472.00	2,820.00	3,218.25	3,673.50
	Annual*	64,470	73,546	83,932	95,805
7	Hourly	33.71	38.44	43.90	50.09
	Biweekly	2,528.25	2,883.00	3,292.50	3,756.75
	Annual*	65,937	75,189	85,868	97,976
8	Hourly	34.43	39.30	44.83	51.19
	Biweekly	2,582.25	2,947.50	3,362.25	3,839.25
	Annual*	67,345	76,871	87,687	100,128
9	Hourly	35.22	40.19	45.85	52.33
	Biweekly	2,641.50	3,014.25	3,438.75	3,924.75
	Annual*	68,890	78,612	89,683	102,357
10	Hourly	35.99	41.06	46.89	53.49
	Biweekly	2,699.25	3,079.50	3,516.75	4,011.75
	Annual*	70,396	80,313	91,717	104,626

**COMMONWEALTH BAR ASSOCIATION
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2019
PAY SCALE TYPE ST**

PAY SCALE		PAY SCALE GROUP	PAY SCALE GROUP	PAY SCALE GROUP	PAY SCALE GROUP
LEVEL		8	9	10	11
11	Hourly	36.80	41.93	47.94	54.73
	Biweekly	2,760.00	3,144.75	3,595.50	4,104.75
	Annual*	71,981	82,015	93,771	107,052
12	Hourly	37.60	42.91	48.98	55.94
	Biweekly	2,820.00	3,218.25	3,673.50	4,195.50
	Annual*	73,546	83,932	95,805	109,419
13	Hourly	38.44	43.90	50.09	57.15
	Biweekly	2,883.00	3,292.50	3,756.75	4,286.25
	Annual*	75,189	85,868	97,976	111,785
14	Hourly	39.30	44.83	51.19	58.44
	Biweekly	2,947.50	3,362.25	3,839.25	4,383.00
	Annual*	76,871	87,687	100,128	114,309
15	Hourly	40.19	45.85	52.33	59.70
	Biweekly	3,014.25	3,438.75	3,924.75	4,477.50
	Annual*	78,612	89,683	102,357	116,773
16	Hourly	41.06	46.89	53.49	61.07
	Biweekly	3,079.50	3,516.75	4,011.75	4,580.25
	Annual*	80,313	91,717	104,626	119,453
17	Hourly	41.93	47.94	54.73	62.43
	Biweekly	3,144.75	3,595.50	4,104.75	4,682.25
	Annual*	82,015	93,771	107,052	122,113
18	Hourly	42.91	48.98	55.94	63.81
	Biweekly	3,218.25	3,673.50	4,195.50	4,785.75
	Annual*	83,932	95,805	109,419	124,812
19	Hourly	43.90	50.09	57.15	65.23
	Biweekly	3,292.50	3,756.75	4,286.25	4,892.25
	Annual*	85,868	97,976	111,785	127,590
20	Hourly	44.83	51.19	58.44	
	Biweekly	3,362.25	3,839.25	4,383.00	
	Annual*	87,687	100,128	114,309	

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

APPENDIX B

**COMMONWEALTH BAR ASSOCIATION
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE OCTOBER 1, 2020
PAY SCALE TYPE ST**

PAY SCALE		PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE
LEVEL		GROUP	GROUP	GROUP	GROUP
		8	9	10	11
1	Hourly	30.11	34.38	39.21	44.78
	Biweekly	2,258.25	2,578.50	2,940.75	3,358.50
	Annual*	58,895	67,247	76,695	87,590
2	Hourly	30.74	35.12	40.09	45.73
	Biweekly	2,305.50	2,634.00	3,006.75	3,429.75
	Annual*	60,127	68,695	78,416	89,448
3	Hourly	31.48	35.92	40.99	46.77
	Biweekly	2,361.00	2,694.00	3,074.25	3,507.75
	Annual*	61,575	70,260	80,176	91,482
4	Hourly	32.19	36.71	41.88	47.83
	Biweekly	2,414.25	2,753.25	3,141.00	3,587.25
	Annual*	62,964	71,805	81,917	93,555
5	Hourly	32.87	37.54	42.77	48.90
	Biweekly	2,465.25	2,815.50	3,207.75	3,667.50
	Annual*	64,294	73,428	83,658	95,648
6	Hourly	33.62	38.35	43.77	49.96
	Biweekly	2,521.50	2,876.25	3,282.75	3,747.00
	Annual*	65,761	75,013	85,614	97,722
7	Hourly	34.38	39.21	44.78	51.09
	Biweekly	2,578.50	2,940.75	3,358.50	3,831.75
	Annual*	67,247	76,695	87,590	99,932
8	Hourly	35.12	40.09	45.73	52.21
	Biweekly	2,634.00	3,006.75	3,429.75	3,915.75
	Annual*	68,695	78,416	89,448	102,123
9	Hourly	35.92	40.99	46.77	53.38
	Biweekly	2,694.00	3,074.25	3,507.75	4,003.50
	Annual*	70,260	80,176	91,482	104,411
10	Hourly	36.71	41.88	47.83	54.56
	Biweekly	2,753.25	3,141.00	3,587.25	4,092.00
	Annual*	71,805	81,917	93,555	106,719

**COMMONWEALTH BAR ASSOCIATION
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE OCTOBER 1, 2020
PAY SCALE TYPE ST**

PAYSCALE		PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE
LEVEL		GROUP	GROUP	GROUP	GROUP
		8	9	10	11
11	Hourly	37.54	42.77	48.90	55.82
	Biweekly	2,815.50	3,207.75	3,667.50	4,186.50
	Annual*	73,428	83,658	95,648	109,184
12	Hourly	38.35	43.77	49.96	57.06
	Biweekly	2,876.25	3,282.75	3,747.00	4,279.50
	Annual*	75,013	85,614	97,722	111,609
13	Hourly	39.21	44.78	51.09	58.29
	Biweekly	2,940.75	3,358.50	3,831.75	4,371.75
	Annual*	76,695	87,590	99,932	114,015
14	Hourly	40.09	45.73	52.21	59.61
	Biweekly	3,006.75	3,429.75	3,915.75	4,470.75
	Annual*	78,416	89,448	102,123	116,597
15	Hourly	40.99	46.77	53.38	60.89
	Biweekly	3,074.25	3,507.75	4,003.50	4,566.75
	Annual*	80,176	91,482	104,411	119,101
16	Hourly	41.88	47.83	54.56	62.29
	Biweekly	3,141.00	3,587.25	4,092.00	4,671.75
	Annual*	81,917	93,555	106,719	121,839
17	Hourly	42.77	48.90	55.82	63.68
	Biweekly	3,207.75	3,667.50	4,186.50	4,776.00
	Annual*	83,658	95,648	109,184	124,558
18	Hourly	43.77	49.96	57.06	65.09
	Biweekly	3,282.75	3,747.00	4,279.50	4,881.75
	Annual*	85,614	97,722	111,609	127,316
19	Hourly	44.78	51.09	58.29	66.53
	Biweekly	3,358.50	3,831.75	4,371.75	4,989.75
	Annual*	87,590	99,932	114,015	130,133
20	Hourly	45.73	52.21	59.61	
	Biweekly	3,429.75	3,915.75	4,470.75	
	Annual*	89,448	102,123	116,597	

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

APPENDIX C

PAGE 1 OF 2

**COMMONWEALTH BAR ASSOCIATION
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE OCTOBER 1, 2021
PAY SCALE TYPE ST**

PAY SCALE		PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE
LEVEL		GROUP	GROUP	GROUP	GROUP
		8	9	10	11
1	Hourly	30.86	35.24	40.19	45.90
	Biweekly	2,314.50	2,643.00	3,014.25	3,442.50
	Annual*	60,362	68,929	78,612	89,780
2	Hourly	31.51	36.00	41.09	46.87
	Biweekly	2,363.25	2,700.00	3,081.75	3,515.25
	Annual*	61,634	70,416	80,372	91,678
3	Hourly	32.27	36.82	42.01	47.94
	Biweekly	2,420.25	2,761.50	3,150.75	3,595.50
	Annual*	63,120	72,020	82,172	93,771
4	Hourly	32.99	37.63	42.93	49.03
	Biweekly	2,474.25	2,822.25	3,219.75	3,677.25
	Annual*	64,528	73,604	83,971	95,903
5	Hourly	33.69	38.48	43.84	50.12
	Biweekly	2,526.75	2,886.00	3,288.00	3,759.00
	Annual*	65,898	75,267	85,751	98,035
6	Hourly	34.46	39.31	44.86	51.21
	Biweekly	2,584.50	2,948.25	3,364.50	3,840.75
	Annual*	67,404	76,890	87,746	100,167
7	Hourly	35.24	40.19	45.90	52.37
	Biweekly	2,643.00	3,014.25	3,442.50	3,927.75
	Annual*	68,929	78,612	89,780	102,436
8	Hourly	36.00	41.09	46.87	53.52
	Biweekly	2,700.00	3,081.75	3,515.25	4,014.00
	Annual*	70,416	80,372	91,678	104,685
9	Hourly	36.82	42.01	47.94	54.71
	Biweekly	2,761.50	3,150.75	3,595.50	4,103.25
	Annual*	72,020	82,172	93,771	107,013
10	Hourly	37.63	42.93	49.03	55.92
	Biweekly	2,822.25	3,219.75	3,677.25	4,194.00
	Annual*	73,604	83,971	95,903	109,380

**COMMONWEALTH BAR ASSOCIATION
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE OCTOBER 1, 2021
PAY SCALE TYPE ST**

PAY SCALE LEVEL		PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10	PAY SCALE GROUP 11
11	Hourly	38.48	43.84	50.12	57.22
	Biweekly	2,886.00	3,288.00	3,759.00	4,291.50
	Annual*	75,267	85,751	98,035	111,922
12	Hourly	39.31	44.86	51.21	58.49
	Biweekly	2,948.25	3,364.50	3,840.75	4,386.75
	Annual*	76,890	87,746	100,167	114,406
13	Hourly	40.19	45.90	52.37	59.75
	Biweekly	3,014.25	3,442.50	3,927.75	4,481.25
	Annual*	78,612	89,780	102,436	116,871
14	Hourly	41.09	46.87	53.52	61.10
	Biweekly	3,081.75	3,515.25	4,014.00	4,582.50
	Annual*	80,372	91,678	104,685	119,512
15	Hourly	42.01	47.94	54.71	62.41
	Biweekly	3,150.75	3,595.50	4,103.25	4,680.75
	Annual*	82,172	93,771	107,013	122,074
16	Hourly	42.93	49.03	55.92	63.85
	Biweekly	3,219.75	3,677.25	4,194.00	4,788.75
	Annual*	83,971	95,903	109,380	124,891
17	Hourly	43.84	50.12	57.22	65.27
	Biweekly	3,288.00	3,759.00	4,291.50	4,895.25
	Annual*	85,751	98,035	111,922	127,668
18	Hourly	44.86	51.21	58.49	66.72
	Biweekly	3,364.50	3,840.75	4,386.75	5,004.00
	Annual*	87,746	100,167	114,406	130,504
19	Hourly	45.90	52.37	59.75	68.19
	Biweekly	3,442.50	3,927.75	4,481.25	5,114.25
	Annual*	89,780	102,436	116,871	133,380
20	Hourly	46.87	53.52	61.10	
	Biweekly	3,515.25	4,014.00	4,582.50	
	Annual*	91,678	104,685	119,512	

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

APPENDIX D

<p>COMMONWEALTH BAR ASSOCIATION 37½ HOUR STANDARD PAY SCHEDULE EFFECTIVE OCTOBER 1, 2022 PAY SCALE TYPE ST</p>

PAY SCALE		PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE
LEVEL		GROUP	GROUP	GROUP	GROUP
		8	9	10	11
1	Hourly	31.63	36.12	41.19	47.05
	Biweekly	2,372.25	2,709.00	3,089.25	3,528.75
	Annual*	61,868	70,651	80,568	92,030
2	Hourly	32.30	36.90	42.12	48.04
	Biweekly	2,422.50	2,767.50	3,159.00	3,603.00
	Annual*	63,179	72,176	82,387	93,966
3	Hourly	33.08	37.74	43.06	49.14
	Biweekly	2,481.00	2,830.50	3,229.50	3,685.50
	Annual*	64,704	73,819	84,225	96,118
4	Hourly	33.81	38.57	44.00	50.26
	Biweekly	2,535.75	2,892.75	3,300.00	3,769.50
	Annual*	66,132	75,443	86,064	98,309
5	Hourly	34.53	39.44	44.94	51.37
	Biweekly	2,589.75	2,958.00	3,370.50	3,852.75
	Annual*	67,541	77,145	87,903	100,480
6	Hourly	35.32	40.29	45.98	52.49
	Biweekly	2,649.00	3,021.75	3,448.50	3,936.75
	Annual*	69,086	78,807	89,937	102,670
7	Hourly	36.12	41.19	47.05	53.68
	Biweekly	2,709.00	3,089.25	3,528.75	4,026.00
	Annual*	70,651	80,568	92,030	104,998
8	Hourly	36.90	42.12	48.04	54.86
	Biweekly	2,767.50	3,159.00	3,603.00	4,114.50
	Annual*	72,176	82,387	93,966	107,306
9	Hourly	37.74	43.06	49.14	56.08
	Biweekly	2,830.50	3,229.50	3,685.50	4,206.00
	Annual*	73,819	84,225	96,118	109,692
10	Hourly	38.57	44.00	50.26	57.32
	Biweekly	2,892.75	3,300.00	3,769.50	4,299.00
	Annual*	75,443	86,064	98,309	112,118

**COMMONWEALTH BAR ASSOCIATION
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE OCTOBER 1, 2022
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP	PAY SCALE GROUP	PAY SCALE GROUP	PAY SCALE GROUP
	8	9	10	11
11 Hourly	39.44	44.94	51.37	58.65
Biweekly	2,958.00	3,370.50	3,852.75	4,398.75
Annual*	77,145	87,903	100,480	114,719
12 Hourly	40.29	45.98	52.49	59.95
Biweekly	3,021.75	3,448.50	3,936.75	4,496.25
Annual*	78,807	89,937	102,670	117,262
13 Hourly	41.19	47.05	53.68	61.24
Biweekly	3,089.25	3,528.75	4,026.00	4,593.00
Annual*	80,568	92,030	104,998	119,785
14 Hourly	42.12	48.04	54.86	62.63
Biweekly	3,159.00	3,603.00	4,114.50	4,697.25
Annual*	82,387	93,966	107,306	122,504
15 Hourly	43.06	49.14	56.08	63.97
Biweekly	3,229.50	3,685.50	4,206.00	4,797.75
Annual*	84,225	96,118	109,692	125,125
16 Hourly	44.00	50.26	57.32	65.45
Biweekly	3,300.00	3,769.50	4,299.00	4,908.75
Annual*	86,064	98,309	112,118	128,020
17 Hourly	44.94	51.37	58.65	66.90
Biweekly	3,370.50	3,852.75	4,398.75	5,017.50
Annual*	87,903	100,480	114,719	130,856
18 Hourly	45.98	52.49	59.95	68.39
Biweekly	3,448.50	3,936.75	4,496.25	5,129.25
Annual*	89,937	102,670	117,262	133,771
19 Hourly	47.05	53.68	61.24	69.89
Biweekly	3,528.75	4,026.00	4,593.00	5,241.75
Annual*	92,030	104,998	119,785	136,705
20 Hourly	48.04	54.86	62.63	
Biweekly	3,603.00	4,114.50	4,697.25	
Annual*	93,966	107,306	122,504	

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

APPENDIX E

Classes Represented and Commonwealth Bar Association (CBA) Pay Ranges

<u>Classification</u>	<u>CBA Pay Range</u>
PUC Assistant Counsel 1	8
PUC Assistant Counsel 2	9
PUC Assistant Counsel 3	10
PUC Assistant Counsel 4	11