

**AGREEMENT**

**BETWEEN**

**COMMONWEALTH OF PENNSYLVANIA**

**AND**

**UNITED GOVERNMENT SECURITY  
OFFICERS OF AMERICA (UGSOA)  
And Its Affiliated Local 304**

**September 1, 2021 to August 31, 2023**

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## PREAMBLE

This Agreement entered into by International Union, United Government Security Officers of America and its affiliated Local No. 304, hereinafter referred to as Union, and the Commonwealth of Pennsylvania hereinafter, referred to as "Employer" has as its purpose the promotion of harmonious relations between the Union and the Employer; the establishment of an equitable peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE 1 RECOGNITION

Section 1. The Union is recognized as the exclusive representative for collective bargaining purposes for employees within the classifications (specifically, Security Officer 1, Park Ranger 1 and Installation Police Officer, DMVA) included under the certification of the Pennsylvania Labor Relations Board, dated May 19, 2004, more specifically referred to as PERA-R-03-248-E. This section shall also apply to all temporary and part-time employees in the above-referenced classifications.

Section 2. This Agreement pertains only to those employees falling within the certifications referred to in Section 1 of this Article.

Section 3. The term "employee" when used in this Agreement refers only to those persons falling within classifications covered by the certification referred to in Section 1 of this Article.

## ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Except as modified by this Agreement or any sideletter of agreement, it is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer.

Matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, the organizational structure and 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 herein whether or not such rights have been exercised by the Employer in the past.

Section 3. The Employer shall meet and discuss on policy matters affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon the request of the union.

### ARTICLE 3 UNION SECURITY

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

a. The employee shall send a certified letter of resignation (return receipt requested) along with the official membership card of the Union to the Local President as well as a copy by regular mail to the department concerned.

### ARTICLE 4 DUES DEDUCTION

Section 1. The Employer shall deduct the Union biweekly membership dues, initiation fees and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. The rate at which dues are to be deducted, the amount of the initiation fee and the amount of the annual assessment shall be certified to the Employer by the Union, and the Employer shall deduct Union dues at this rate from members' regular biweekly salary and wages (including retroactive salary/wage payments and lump sum payments made on or after implementation of this Article pursuant to Article 18, Salaries and Wages). The aggregate deductions of all employees shall be remitted together with an itemized statement to the International Union by the last day of the succeeding month, after such deductions are made. This authorization shall be irrevocable by the employee during the term of this Agreement. When revoked by the employee in accordance with Article 3, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Agreement.

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

Section 3. Where an employee has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Employer shall, in the manner outlined in Section 1 and 2 above, deduct the Union membership dues that are due and owing for the period for which the employee receives back pay.

Section 4. The dues deduction provisions of this Article shall continue to pertain and be complied with by the Employer with regard to those employees who are promoted into or demoted from the unit of first-level supervisors represented by the Union or 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 leaves of absence without pay or recall from furlough.

Section 5. The Employer shall provide the Union, on a quarterly basis, a list of all employees in the bargaining unit represented by the Union. This list shall contain the employee's name, social security number, address, agency in which employed, class code, work location (institution, district, bureau, etc.) and whether or not the employee is a member or non-member.

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

## ARTICLE 5 HOURS OF WORK

Section 1. The workweek for employees of this unit shall consist of any five days within a consecutive seven calendar day period beginning on a Saturday and ending on a Friday except for employees working at hospitals or mental retardation centers in the Department of Human Services or Veterans' Centers in the Department of Military and Veterans' Affairs. The work schedule for employees working at hospitals or mental retardation centers in the Department of Human Services or Veterans' Centers in the Department of Military and Veterans' shall consist of any ten days in a consecutive fourteen calendar day period. The Department of Human Services and the Department of Military and Veterans' Affairs agree, except in an emergency situation, to avoid scheduling such employees to work for a consecutive twenty day period.

The Union agrees to negotiate, upon request of the Department of Conservation and Natural Resources, work schedules at designated State Parks. The parties may agree to schedules at variance with the specific provisions of this Agreement.

Section 2. The workday shall be defined as a 24 hour period beginning with the start of the employee's regularly scheduled shift and terminating 24 hours thereafter.

Section 3. The work shift shall consist of 7.5 or 8 work hours within a pre-established work schedule.

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

Section 5. Work schedules showing the employees' shifts, work days and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes shall be posted one week in advance. Where changes are made by the Employer for other than emergency reasons or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules.

The Employer agrees to meet and discuss, upon the request of the local union steward or a designated union representative, concerning the issue of rotating weekend work.

Section 6. In the event of a change in shift from a pre-established work schedule, employees must be off regularly scheduled work for a minimum of 16 hours, except that in the Department of Conversation and Natural Resources employees must be off regularly scheduled work for a minimum of ten (10) hours. However, effective on the date of the signing of this Agreement, in the event of a documented increase in the state or National security level, Department of General Services employees must be off regularly scheduled work for a minimum of only eight (8) hours.

Employees not receiving the minimum required hours off between shifts will be paid in accordance with Article 19, Section 1.

Section 7. At the request of the Union, the Employer agrees to meet at the local level to discuss the issue of scheduling employees. The Union may propose alternate schedules for the consideration of the Employer. If the proposed schedules do not increase operating costs, require increased complement, affect accreditation/certification criteria or adversely impact the operational efficiency or standards of service, then the Employer will not unreasonably refuse to implement the new schedule. Disputes arising from this Section may only be submitted to a committee composed of a representative of the Union, a representative from the involved department and a representative from the Office of Administration. The parties comprising this committee may participate via conference call. The decision of the committee shall be final on any issue(s) raised.

Section 8. Non-permanent/irregularly scheduled employees who work at the Farm Show Complex will be guaranteed at least four (4) hours of work or pay should the Employer determine it is necessary to send the employee home early because of lack of work.

## ARTICLE 6 REST PERIODS

Section 1. An employee shall be permitted a 15 minute paid rest period (uninterrupted) during each one-half work shift provided the employee works a minimum of three hours in that one-half shift. Whenever practical, the employee shall be permitted to take the rest period at the middle of such one-half shift. The Employer shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance.

Employees who are required to work through their rest period will be compensated, at the appropriate rate, for such time worked. Such time will be considered to be in addition to their regular hours worked for that shift.

Section 2. Employees who work, without interruption, beyond their regular shift for at least two hours shall receive a 15 minute paid rest period and shall thereafter receive a 15 minute paid rest period for each additional two (2) hours of such work unless at the end of such two (2) hour period the employee's work is completed or unless the employee takes a meal period during or at the end of the two (2) hour period. If employees take a meal period at the expiration of their normal work day, then they shall thereafter be given a 15 minute rest period for each additional two (2) hours of such work unless at the end of such two (2) hour period their work is completed or unless the employee takes a meal period during or at the end of the two (2) hour period.

Section 3. Part-time employees shall be granted a 15 minute rest period during each 3 ¾ hour work period.

#### ARTICLE 7 MEAL PERIODS

Section 1. All employees shall be granted a meal period, which period shall fall within the third to fifth hours of their work shift, unless emergencies require a variance. Present practices relating to meal periods for part-time employees shall remain in effect and may only be changed after a meet and discuss with the Union.

Section 2. If employees are required to work more than two (2) hours beyond their regular shift quitting time, they will be allowed a meal period at the end of the initial two (2) hour period or sooner. In addition, employees shall be allowed a meal period for each four (4) hours worked beyond each meal period. If an employee works more than three (3) hours after their scheduled quitting time and has not had notice of such work requirement at least two (2) hours before commencement of the regular shift, the Employer shall furnish a meal or compensate the employee for a meal in an amount actually expended and not to exceed \$8.00.

#### ARTICLE 8 EATING AND SANITARY FACILITIES

The Employer shall provide adequate eating space and sanitary facilities at all permanent locations, which shall be properly heated and ventilated.



ARTICLE 9  
HOLIDAYS

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

1. New Year's Day - January 1
2. Martin Luther King, Jr.'s Birthday - 3rd Monday in January
3. Presidents' Day - 3rd Monday in February
4. Memorial Day - Last Monday in May
5. Juneteenth – June 19
6. Independence Day - July 4
7. Labor Day - 1st Monday in September
8. Indigenous Peoples Day- 2nd Monday in October
9. Veterans' Day - November 11
10. Thanksgiving Day - 4th Thursday in November
11. Day after Thanksgiving – 4th Friday in November
12. Christmas Day - December 25

The holiday shall be celebrated on the date listed above.

Section 2. A permanent full-time employee shall be granted one day of paid leave on or in lieu of each of the holidays set forth in Section 1 provided the employee was scheduled to work on that day and the employee was in an active pay status for the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent to the actual holiday. If a holiday occurs while employees are on leave without pay under Article 16, Section 3, they shall be paid for the holiday provided the employees were in active pay status the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent to the leave without pay.

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

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

When a holiday occurs on an employee's scheduled day off, the employee shall receive one day of paid leave in lieu of such holiday; provided, however, that whenever the Employer determines that staffing requirements prevent granting paid leave, the employee shall be given an additional day's pay in lieu of a day of paid leave.

Section 3. If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Article, except the day after Thanksgiving or on Indigenous Peoples Day, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 2 above. Paid time off for time worked outside the employee's regularly scheduled shift shall not be in lieu of such holiday pay.

If a permanent full-time employee works on the day after Thanksgiving or on Indigenous Peoples Day, the employee shall be compensated at the employee's regular hourly rate of pay for all hours worked on said holidays. The employee shall receive paid time off for all hours worked on the day after Thanksgiving and Indigenous Peoples Day up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 2 above. Paid time off for time worked outside the employee's regularly scheduled shift shall not be in lieu of such holiday pay.

Section 4. Employees will be permitted to use paid time off awarded for working the holidays listed in Section 1 within 120 calendar days succeeding the designated holiday. Available compensatory time may be used by an employee for call-offs, emergencies, etc., in accordance with existing procedures for reporting off.

Employees may select the date on which they utilize their compensatory time awarded for working the holidays listed in Section 1 provided they have given the Employer three weeks' notice and the Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. If the employee makes no attempt to schedule the earned paid time off within the 120 calendar day period succeeding the holiday, such time will be scheduled by the Employer or paid for by the Employer at the employee's regular hourly rate of pay. By mutual consent of the Employer and employee involved, such scheduling period may be extended an additional 30 calendar days.

Section 5. An employee who is scheduled to work on a holiday and is absent for an unauthorized reason on that day shall not be eligible to receive the holiday, holiday pay, or compensatory time off.

Section 6. Permanent part-time employees shall receive holidays on a pro-rata basis. Employees, at the option of the Employer, shall receive either pro-rated paid leave or shall be paid at their regular hourly rate of pay in lieu of such paid leave.

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

Section 7. Any permanent employee separated from the service of the Employer for any reason prior to taking accrued paid time off earned by working the holidays listed in Section 1 shall be compensated in lump sum for any unused paid time off the employee has accumulated up to the time of separation.

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

Section 8. Whenever the Employer declares a special holiday or part holiday for all employees under the Governor's jurisdiction, all permanent employees who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift, if a full holiday is declared, or up to a pro-rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the employee their regular hourly rate of pay in lieu of such equivalent time off with pay.

Section 9. When an employee's work shift overlaps the calendar day, the first shift of the employee in which fifty percent (50%) or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end 24 hours after the commencement of that shift.

Section 10. In no event shall an employee be entitled to duplicate holiday payment. Time worked during an employee's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 1 of Article 19 of this Agreement.

Section 11. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

## ARTICLE 10 COURT TIME

Section 1. Installation Police Officers in the Department of Military and Veterans Affairs who are called to testify in court outside of their regular work shift schedule as a result of actions taken while performing their duties as Installation Police Officers shall be compensated for all hours worked at the appropriate rate of pay or a minimum of three hours' pay at the appropriate rate of pay, whichever is greater, provided one of the following criteria is met:

a. The actions taken are within the Installation Police Officer's jurisdictional boundaries as defined by the Employer.

b. The actions taken are outside the Installation Police Officer's jurisdictional boundaries but arise due to the need for the Installation Police Officer to come to the assistance of: (1) Another Police Officer or (2) The general public in those situations where their health and safety is jeopardized.

There shall be no duplication of hours.

Although court time generally begins when the Installation Police Officer reports to the courtroom at the time designated by the court for the Installation Police Officer to appear, the following will also count in calculating total compensatory court time:

a. Reasonable travel time from headquarters to the site of the hearing if the hearing is in a city other than the city designated as headquarters.

b. Reasonable time to pick-up witnesses and/or prisoners needed to testify at the hearing, if applicable.

c. Reasonable time to prepare for court, if applicable.

The provisions above shall not be applicable to Installation Police Officers who are called to testify in court outside of their regular work schedule as a result of police actions taken in assisting another Police Officer or protecting the general public during off-duty hours. However, Installation Police Officers will be eligible to receive compensatory time for all hours spent testifying. Documentation to support a request for compensatory time may be required

The provisions of Article 21 (Call Time) and Article 22 (Standby Time) are not applicable to the time Installation Police Officers spend waiting to be called to testify, or to any time spent traveling to and from the courtroom except as outlined above.

Installation Police Officers may be required to return to normal duty after the completion of court duties for the remainder of the minimum hours set forth in the first paragraph of this Article, if applicable.

The minimum hours shall not apply if the Installation Police Officer's required court time is in conjunction with, or contiguous to, their regularly scheduled shift.

## ARTICLE 11 LEAVES OF ABSENCE

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

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

Section 3. All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing. 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 (5) days. If the requested leave is in excess of one month, the request shall be answered within ten (10) days.

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

Section 5. 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 6. A reasonable number of employees will be granted a leave of absence for the purpose of attending contract negotiations. Such leave will be requested and granted in accordance with Management Directive 590.1.

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:

**Maximum Annual Leave Entitlement Per Year**

Up to 3 Years of Service:

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

37.5 Hour Workweek: 82.5 Hours (11 days)

40 Hour Workweek: 88 Hours (11 days)

Over 3 Years to 15 Years of Service Inclusive:

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

37.5 Hour Workweek: 142.5 Hours (19 days)

40 Hour Workweek: 152 Hours (19 days)

Over 15 Years of Service:

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

37.5 Hour Workweek: 180 Hours (24 days)

40 Hour Workweek: 192 Hours (24 days)

Over 25 Years of Service (for Employees Hired Prior to July 1, 2011 Only):

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

37.5 Hour Workweek: 225 Hours (30 days)

40 Hour Workweek: 240 Hours (30 days)

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

c. 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.

d. Employees may be eligible for up to one (1) additional annual leave day to be earned at the beginning of the next leave calendar year provided the requirements of Article 13, Section 13.a. are met.

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

Section 3. a. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of continuous service with the Employer in the bargaining unit in the department at the work site shall be given the choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection period shall be January 1 to the end of February of each calendar year for vacations from March 1 through the end of February of the following year, unless there are existing or subsequent agreements on selection periods at appropriate local levels.

The Employer will answer requests for leave submitted during the selection period within 20 calendar days of the conclusion of the selection period.

The Employer will not arbitrarily deny requests for the use of annual leave on weekends when the employee is scheduled to work.

Requests for vacation time made after the selection period will be considered on a first-come, first-served basis.

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

c. Requests for a full day (7.5 or 8 hours) of unscheduled, extraordinary annual leave will be reviewed for approval. Employees will not be required to substantiate the need for the extraordinary absence; however, absence requests may be denied if such absence would create significant or serious operational impacts. Unscheduled, extraordinary annual leave is limited to two days per calendar year (15.0 or 16.0 hours), and the first two days of such unscheduled absences will be recorded as extraordinary annual leave and be deducted from the four days of emergency annual leave permitted in subsection b. above.

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

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

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

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

Section 7. Unused annual leave shall be carried over from one calendar year to the next provided that in no case shall the amount thus carried over exceed 45 days (337.5 hours or 360 hours). However, employees will be permitted to carry over annual leave in excess of the 45 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 13, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

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

Section 9. The provisions of Section 1 of this 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. It is understood that this Section does not apply to a furloughed employee who, during the recall period, returns to the Employer's payroll in a temporary capacity.

Section 10. Employees on leave without pay to attend official union conventions or conferences in accordance with Article 16, Section 3, shall have that time included in regular hours paid for purposes of earning annual leave entitlement and credited service under Section 1 above.

Section 11. Permanent employees who have one (1) 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 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 12. An employee who is furloughed and is not employed in another position within 14 calendar days of the effective date of furlough will receive a lump sum payment for all earned, unused annual leave unless the employee requests in writing before the end of the 14 calendar days to freeze all earned, unused annual leave.

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

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

Section 13. 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 14. Permanent full-time employees who are normally scheduled the same regular days off throughout the work year shall not have their regular days off changed when such days off immediately precede or follow periods of approved compensable leave of at least five (5) consecutive workdays.

### ARTICLE 13 SICK LEAVE AND BEREAVEMENT LEAVE

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

Maximum Sick Leave Entitlement Per Year

Sick Leave will be 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)

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

Section 2. Employees shall earn sick leave from their date of hire and may accumulate sick leave up to a maximum of 300 days (2250 or 2400 hours).

Section 3. A doctor's certificate is required for an absence from work due to sickness for three (3) or more consecutive days. For absences of less than three (3) days, a doctor's certificate may be required where in the opinion of the Employer, the employee has been abusing the sick leave privilege. The total circumstances of an employee's use of sick leave rather than a numerical formula shall be the basis upon which the Employer's final determination is made that the employee is abusing sick leave. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause. Seasonal employees (those who work from Memorial Day through Labor Day) in the Bureau of State Parks, Department of Conservation and Natural Resources, shall provide satisfactory proof of all illness in order to be granted sick leave.

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 purposes 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 2022 leave calendar year, domestic partner, the child of the employee's domestic partner, or relative 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 (150/160 hours as applicable) in a calendar year, permanent employees with at least one (1) 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**

Over 1 year to 3 years  
 Over 3 years to 15 years  
 Over 15 years to 25 years  
 Over 25 years

**Sick Family Allowance**

Up to 52.5/56 additional hours (7 days)  
 Up to 112.5/120 additional hours (15 days)  
 Up to 150/160 additional hours (20 days)  
 Up to 195/208 additional hours (26 days)

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

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

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

e. Family member for the purposes of this Section is defined as the following persons: husband, wife, domestic partner, child, step-child, foster child, or parent of the employee or the 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 2022 leave calendar year, domestic partner, the child of the employee’s domestic partner, or relative of the employee’s domestic partner will no longer be considered as immediate family 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, step-parent, child, or step-child or the child of a 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 2022 leave calendar year, domestic partner, the child of the employee’s domestic partner, or relative of the employee’s domestic partner will no longer be considered as immediate family for the purposes of this Section.

Section 7. a. Employees who retire as defined in Article 24, Section 6, shall be paid for their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in Subsection b.

<u>Days Available at Retirement</u>	<u>Percentage Buy-Out</u>	<u>Maximum Days</u>
0 - 100	30%	30
101 - 200	40%	80
201 - 300	50%	150
over 300 (in last year of employment)	100% 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 24, Section 6) with at least five (5) years of credited service; or

(2) Eligible for Retired Employees Health Program under Article 24, Section 6.e.; or

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

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

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

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

Section 8. When an employee dies as the result of a work-related accident, the Employer 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 Employer will pay 30% of the employee's unused sick leave to 90 days. Such payments shall not be made for part days of accumulated sick leave.

Section 9. The provisions of Section 1 of this 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. It is understood that this Section does not apply to a furloughed employee who, during the recall period, returns to the Employer's payroll in a temporary capacity.

Section 10. Employees on leave without pay to attend official union conventions or conferences in accordance with Article 16, Section 3, shall have that time included in regular hours paid for the purpose of earning sick leave entitlement in accordance with Section 1 above.

Section 11. Permanent employees who have one (1) 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 leave privileges. Permanent employees with less than one (1) year of service since their last date of hire may not anticipate sick leave.

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

Section 12. 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 13. a. Employees who have more than one (1) year of service since their most recent date of hire and who use no sick leave in the first half (first 13 pay periods) of the leave calendar year shall earn one-half day (3.75 or 4.0 hours) of annual leave in addition to those earned under Article 12, Section 1.a. Employees who have more than one year of service since their most recent date of hire and use no sick leave in the second half (last 13 pay periods or 14 pay periods depending on the number of pay periods in the leave calendar year) of a leave calendar year shall earn one-half day (3.75 or 4.0 hours) of annual leave in addition to those earned under Article 12, Section 1.a. Employees who use all of their yearly sick leave entitlement during the first half of the leave calendar year shall be ineligible from earning one-half day (3.75 or 4.0 hours) for no sick leave usage during the second half of the leave calendar year. Leave earned will be available for use in the pay period following the pay period in which it was earned.

b. Sick bereavement leave used will not be counted; however, all other types of paid sick leave; unpaid sick leave used under Article 16 and paid and unpaid leave used for work-related injuries shall count as sick leave for this section.

Section 14. 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.

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. The Employer agrees therefore to grant civil leave with pay to 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 to fulfill their civic duty or serve in the interest of their employing department. However, an employee in this unit who is requested to appear in a court or hearing as a result of their performance of official duties for a secondary Employer which is not a civil duty or serving in the interest of their employing department, shall not be granted civil leave and shall appear on their own time which may be charged to annual leave. If leave is not available, leave without pay for such purpose shall be granted.

Civil leave shall be granted for that 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 any civil leave usage.

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

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

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

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

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

States District Court.

Section 4. a. Permanent employees, while performing fire-fighting 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 firefighting activities, civil air patrol activities or emergency management rescue work or disaster relief work for the Red Cross shall require prior approval of the agency head. 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 Leave

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 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 who are members of the Pennsylvania National Guard shall be entitled to military leave with compensation for all types of training duty (active and inactive) or other military duty ordered or authorized by the Armed Forces of the United States. Such duty shall include but is not limited to:

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

b. For military training duty 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. 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 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 (5) years plus any involuntary service during wartime or national emergency. The five (5) years is cumulative throughout employment.
- 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 (8) 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 (2) 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 employment, 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 P.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.

Section 2. Employees who are elected or appointed as Union officials or representatives shall, at the written request of the employee, be granted leaves without pay for the maximum term of office, not to exceed three (3) years. Such leaves may be renewed or extended by written mutual

consent of the Union and the Employer.

Section 3. Union officials or elected delegates shall be granted up to six (6) weeks leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official union conventions, conferences, training seminars or other meetings of vital interest to the Union.

Employees who have been selected, elected, or appointed as Union representatives or officials may be granted leave without pay for a maximum of 20 days per calendar year for the purpose of conducting Union business without loss of seniority credit.

Such leave is to be properly requested by the Union in writing to the Office of Administration, Bureau of Employee Relations, at least 14 calendar days in advance and will be granted subject to management's responsibility to maintain efficient operations.

Employees may use accrued annual leave in-lieu of leave without pay under this Section.

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

## ARTICLE 17 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 12 month year basis, provided the employee has at least 1250 hours of actual work time within the 12 months preceding the commencement of the leave. Leave under this Section may be approved on an intermittent, 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 12 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 2022 leave calendar year, FMLA leave may not be used for the medical needs of a domestic partner or the children of their 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 (9) 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 1.f.

d. Upon request, up to 13 weeks (91 calendar days) of leave without pay with benefits may be granted to a permanent employee with less than one (1) year of employment, provided the absence is at least two (2) consecutive weeks in duration; however, only one occasion within a 12 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 10.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 (2) 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 1.a., providing that a position in the employee's classification continues to exist at the work site and further provided that the employee is not subject to a transfer or furlough as provided for in Article 28.

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 9, Holidays.

b. An employee may choose to retain up to ten (10) 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 (2) consecutive weeks after the first 12 week entitlement will be reviewed for approval under the provisions of Article 13; 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 23 and 24 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 24, 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 2022 leave calendar year, FMLA leave may not be used for the medical needs of a domestic partner or the children of their 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 18  
SALARIES AND WAGES

Section 1. 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 Pay Schedule in Appendix A.

Section 2. 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 (2.5%). This increase is reflected in the Pay Schedule in Appendix B.

Section 3. A permanent salaried employee whose salary exceeds the maximum of the employee's applicable pay scale group when the general pay increases outlined in Section 1 is effective shall receive the annual amount of the general pay increase in the form of a one-time cash payment rounded to the nearest dollar. The cash payment shall be paid no later than the next payday after the general pay increase is reflected in the paychecks of employees who are not above the maximum.

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

Section 4. a. Employees hired into classifications covered by this Agreement shall be paid the minimum rate for the pay scale group assigned to their classification as reflected on the Standard Pay Schedule.



b. The Commonwealth may hire employees at pay rates above the minimum rate of the assigned pay scale group. In such cases, the Office of Administration will notify UGSOA after it has approved the hiring above the minimum rate and before the above minimum appointments are made by the appointing authority.

Section 5. a. 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.

b. Employees covered by this Agreement who terminate with at least one (1) year of continuous service since their most recent appointment and who are reemployed within six (6) months from the date of termination or furlough will be eligible to receive the one step service increments outlined in Subsection a., if they are in an active pay status on the effective date of the increments.

c. 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 Subsection a. shall receive the annual amount of a two and one-quarter percent (2.25%) increase in the form of a one-time cash payment rounded to the nearest dollar.

Section 6. 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 the minimum of the new pay scale group, whichever is greater.

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 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 7. 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 8. 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 and 2; the cash payments outlined in Sections 3 and 5; and the service increments outlined in Section 5 where applicable.

Section 9. 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 10. The policies regarding pay scale group revisions contained in the Commonwealth's Personnel Rules shall continue.

Section 11. All employees are required to sign up for direct deposit of paychecks and travel expense reimbursement.

## ARTICLE 19 OVERTIME

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

a. For any work performed in excess of eight hours in any workday or in excess of 40 hours in any work week.

b. For employees of the Department of Human Services and the Department of Military and Veterans' Affairs, for any work in excess of eight (8) hours in any one work day and in excess of 80 hours in any biweekly work schedule.

c. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsections a. and b. of this Section.

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

a. Hours worked, excluding standby time.

b. Rest periods.

c. Holidays, except:

(1) Where the Employer exercises its option to pay for a holiday which occurs on an employee's day off in lieu of granting time off with pay or the employee consents to forego a day of paid leave.

(2) Where the employee is paid for compensatory time earned as a result of working a holiday.

d. Annual leave.

e. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.

f. Administrative leave.

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

a. Employees on a five (5) day per week schedule shall be paid double time for hours worked on the second scheduled day off in the work week provided the employees are in an active pay status on their five (5) regularly scheduled work days and work their first scheduled day off in the work week. If such employees are in an active pay status their next five (5) regularly scheduled work days and work their next scheduled day off or their next two (2) scheduled days off, they shall be paid double time for hours worked on those days.

b. Employees whose work schedules consist of any ten (10) days within a consecutive 14 calendar day period as provided in Article 5, Section 1, shall be paid double time for the second and fourth scheduled days off work; provided, in order to be eligible for double time on the second day off, employees must be in an active pay status the first five (5) regularly scheduled work days and work the first scheduled day off in the normal biweekly work period and, in order to be eligible for double time on the fourth day off, employees must be in an active pay status the second five (5) regularly scheduled work days and work the third scheduled day off in the normal biweekly work period. An employee on this work schedule shall be paid double time for the third scheduled day off; provided, in order to be eligible for double time on the third day off, the employee must be in an active pay status the first five (5) regularly scheduled work days and the second five (5) regularly scheduled work days and work the first and second scheduled days off in the normal biweekly work period. An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked provided the employee is in an active pay status the first five (5) regularly scheduled work days in the normal biweekly work period, if the first or first and second scheduled days off are worked, and the employee is in an active pay status the second five (5) regularly scheduled work days in the normal biweekly work period, if the third or third and fourth scheduled days off are worked.

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

Section 4. By mutual agreement between the Employer, the Union and the employee involved, compensatory time at the appropriate rate may be granted in lieu of premium overtime pay. Such compensatory time is to be granted within the 120 calendar day period succeeding the date on which the overtime is worked. The compensatory time off shall be scheduled for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the compensatory time is not granted within this time period, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off. By mutual consent of the Employer and employee involved, such scheduling period may be extended an additional 30 calendar days.

Section 5. The Employer will attempt to equalize overtime during each one-half calendar year between or among the employees within the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the

need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work among those employees who have stated a willingness to work overtime. In the event that there is an insufficient number of volunteers, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees who has had the least assigned overtime on a non-volunteer basis during that period.

In cases where insufficient volunteers exist within the equalization unit in the Security Officer 1 classification, overtime will be offered to employees in the Security Officer 2 classification who indicate a desire to work Security Officer 1 overtime on a volunteer basis prior to any employees in the Security Officer 1 classification being mandated to work overtime. Any employee in the Security Officer 2 classification who accepts such an assignment will be added to the Security Officer 1 non-volunteer overtime list for that particular equalization period, and their rank on that list will be determined by their total seniority in both the R1 and R2 bargaining units. This paragraph shall not apply to employees who work for the Department of Agriculture.

Nothing in this Section shall require the Employer to accept as a volunteer or to assign overtime to employees where they would be entitled to double time for such overtime work.

When voluntary overtime is offered by phone and an employee cannot be reached, the employer will leave a message or document the call on a call log (when a messaging system is unavailable). An employee who does not return the call within ten (10) minutes will be considered "unavailable" and will be credited the overtime for equalization purposes. However, if an employee who was considered "unavailable" returns a call after the overtime assignment is no longer available, such employee will not be credited with the overtime for equalization purposes.

An employee declining overtime shall be credited with the overtime worked by the employee accepting or assigned to the overtime for equalization purposes. Employees may be passed over in order to comply with the equalization requirements.

An employee submitting a written statement of willingness to work overtime or withdrawing the written statement of willingness to work overtime after the beginning of a six (6) month equalization period shall be credited for equalization purposes with an amount of overtime equal to the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time of submitting or withdrawing the statement. This paragraph shall be superseded by any existing or subsequent procedure mutually agreed upon in writing by the Employer and the Union at an agency, institutional or local agency level.

Lists showing accumulations of overtime within each equalization unit during the preceding six (6) month period shall be posted every six (6) months.

Equalization units may be changed by written agreement of the parties. If either party requests a change to an established equalization unit, the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party

can request that an unresolved equalization unit issue within a particular department or agency be submitted to a committee consisting of a representative of the Union Executive Board, a representative of UGSOA International and representatives of the Office of Administration and the department or agency. These representatives may participate in committee proceedings via conference call. After a period of 45 days from the date of the request to submit the unresolved issue to the Committee, either party can request that an unresolved equalization unit issue be submitted to an arbitration panel. The arbitration panel shall consist of one Union staff member, one staff member of the Employer, and one impartial arbitrator jointly selected by the parties.

If a grievance arises over equalization of overtime based on actions taken by the Employer prior to the date of an agreement or an arbitration award establishing the applicable equalization unit, an arbitrator shall not award back pay to an employee due to the Employer's use of the incorrect equalization unit for the equalization of overtime.

An employee covered by this Agreement who is temporarily assigned to a position in a first-level supervisory unit represented by the Union will have their overtime equalized with other appropriate persons in the temporarily assigned classification in the first-level supervisory unit during the temporary assignment. In this situation, the employee will be credited with the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time the employee begins the temporary assignment and/or at the time the employee ends the temporary assignment.

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

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

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

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

amount will be paid to the employee in cash.

## ARTICLE 20 SHIFT DIFFERENTIAL

Section 1. a. An employee whose work shift consisting of 7.5 or 8 work hours on a scheduled work day beginnings before 6:00 a.m. or at or after 12:00 noon will be paid a shift differential for all such hours worked on that shift in accordance with the rates outlined in subsections b. and c. below.

b. The shift differential rate for full shifts which begin at or after 8:00 p.m. and before 6:00 a.m. will be \$1.15 per hour.

c. The shift differential rate for full shifts which begin at or after 12:00 Noon and before 8:00 p.m. will be \$1.25 per hour.

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

## ARTICLE 21 CALL TIME

Employees who have been called into work outside of their regular shift schedule shall be paid at the appropriate rate for the hours worked or a minimum of three (3) hours' pay at the employee's regular straight-time hourly rate, whichever is greater. Call time pay begins when employees report to their assigned work site ready for work. Employees will be permitted to leave the work site when the work assignment that is the reason for the call time is completed unless the employee's scheduled work shift has commenced. There shall be no duplication of hours or pay.

It is distinctly understood that overtime that is prescheduled shall not be considered call time.

## ARTICLE 22 STANDBY TIME

An employee is on standby during the period that the employee is required to remain at home and to be available for emergencies. Only employees who are required to be on standby are entitled to the compensation hereafter set forth. Such employees shall, at the Employer's discretion, either be paid twenty-five percent (25%) of their regular base pay for such standby time or receive compensatory time off equivalent to twenty-five percent (25%) of such standby time. Employees shall be considered to be on standby time until officially released. Standby time shall not be considered hours worked for the purpose of overtime computation. An employee shall not be considered to be on standby time while the employee is being paid for call time.

## ARTICLE 23 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 17, Article 25, and Article 40 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. Except as provided in c. below, those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than 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.

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

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

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

ARTICLE 24  
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 Employer. In addition, the Agreement and Declaration of Trust will allow the Fund to provide benefits to management level and retired employees, as well as employees represented by other unions and other employers in the Commonwealth of Pennsylvania.

b. The Board of Trustees of the Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust the extent and level of medical plan benefits, supplemental benefits and other benefits to be extended by the Fund. The extent and level of benefits shall be set at an actuarial value that will not subject the Commonwealth or PEBTF to any local, state or federal fees, assessments, penalties, taxes, etc. The Commonwealth will negotiate with the Union before requiring bargaining unit members to contribute toward the cost of any such fees, assessments, penalties, taxes, etc.

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:

September 2021 – June 2022	\$519 biweekly per employee
July 2022 – August 2023	\$536 biweekly per employee

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

d. The Fund shall maintain a reserve sufficient to pay on a cash basis the three (3) next



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

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

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;

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;

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.

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.

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.

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.

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.

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 (1) 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 annuitants 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:

September 2021 – August 2023            2.50%

Employee contributions shall be effective the first full pay period in the month they are instituted. 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>
September 2021 – August 2023	2.5%	2.5%	5.0%

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

c. There will be 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 required under Section 3.a.
- (2) After completing six (6) months of employment, the employee and his/her qualifying dependents will be eligible for coverage under the Fund's supplemental benefits, and the employee will be permitted to cover his/her qualifying dependents under the least costly medical plan at no additional cost. If a more costly medical plan is selected, the employee will be required to pay the cost difference between the least costly and more costly plan, in addition to the employee contribution required under Section 3.a.
- (3) Nothing herein shall be construed to limit the authority of the Board of Trustees to modify or adopt these or other eligibility rules.

e. Only employees who elect to enroll for PEBTF coverage, including those who enroll only for supplemental benefits, are subject to the employee contributions in this 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 17, Article 25, and Article 40 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 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: Effective October 1, 2003, if the spouse of an employee covered by any PEBTF health plan also is eligible for coverage under another employer's plan(s), the spouse shall be required to enroll in each such plan, provided that the plan in question does not require an employee contribution by the spouse or the spouse's employer does not offer an incentive to the spouse not to enroll. Once covered by another employer's plan, that plan will be the spouse's primary coverage, and the PEBTF plan will be secondary.

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

Section 6. a. The Employer shall allow each individual who was eligible as an active employee 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 13 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 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 supplemental medical 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.

The extent and level of benefits shall be set at an actuarial value that will not subject the Commonwealth or PEBTF to any local, state or federal fees, assessments, penalties, taxes, etc. The Commonwealth will negotiate with the Union before requiring bargaining unit members to contribute toward the cost of any such fees, assessments, penalties, taxes, etc.

- c. Employees who retire and elect REHP coverage shall be required to contribute to

the cost of coverage. The annual retiree contribution rate shall be at the rate(s) which are effective for the majority of Union-represented Commonwealth employees under the Governor's jurisdiction.

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

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

- (1) Retirement at or after superannuation age with 20 years of credited service in the State and/or Public School Retirement Systems, except that:
  - (a) an employee who leaves State employment prior to superannuation age and subsequently retires at or after superannuation age must have 25 years of credited service,
  - (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 (3) 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 (3) 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 (3) 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 (3) 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 (3) 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 (3) year requirement will not apply.

- (2) Disability retirement, which requires at least five (5) 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 (3) years of credited service from the most recent date of reemployment. However, if the departure from employment was due to furlough and the employee returns during the recall period, this three (3) 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 (3) 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 systems' rules in effect from time to time. Employees hired on or after July 1, 2007 who have earned credited service under the retirement systems' rules with another employer will not have that service counted for purposes of eligibility for REHP coverage, unless they were employed by the Commonwealth prior to July 1, 2007. If it is determined by the retirement system that a Commonwealth employee is eligible for additional credited service for military service, such credited service will be included in the determination of eligibility for REHP coverage. For State Employees Defined Contribution Plan participants, the Office of Administration will determine if a Commonwealth employee is eligible for additional credited service for military service using the same criteria as the State Employees' Retirement System. The phrase "Commonwealth employee" shall be limited to service earned through an employing agency eligible to participate in the Commonwealth's Life Insurance Program.



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 of any such plans.

## ARTICLE 25 WORK-RELATED INJURIES

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 two (2) years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 11 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 two (2) 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 23 and 24 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 two 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 28, Seniority. This guarantee expires if the disability ceases prior to the expiration of the two 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.

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 13. If no paid leave is

available, an employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This 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 Employer 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, outside their previously assigned shift and/or outside their overtime equalization unit. To facilitate the implementation of modified duty assignments, schedule and assignment changes may be implemented as soon as practicable. If the employee is unable to resume all of the duties of the employee's classification within a reasonable period of time, the Employer may demote or laterally reclassify the employee to an appropriate classification, taking into account the duties and responsibilities the employee is capable of performing and subject to the protections afforded by Federal and State Statutes.

Section 10. Sections 1 through 9, 11 and 15 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 two (2) years from the date the injury occurred, or before two (2) 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 Family and Medical Leave Act of 1993, USC Section 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 13. 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. Section 951 et seq.

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 26 CLASSIFICATION

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

**STEP 1:** Within 15 working days, the Employee or the Union will present the grievance to the Office of Administration, Bureau of Organization Management. The preferred method is to send an email to the Office of Administration, Classification Grievances resource account ([RA-OAClassGrievances@pa.gov](mailto:RA-OAClassGrievances@pa.gov)). The Employee or the Union shall attach to the grievance a description of the job.

In the case of grievances involving a downward reclassification or a temporary working out of classification assignment under Section 3 of this Article, the employee shall present the grievance within 15 working days of the date of the occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence.

The Employer will respond in writing within 60 working days of receipt of the grievance. This period may, however, be modified by mutual agreement.

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

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be downgraded, the employee shall be demoted to the proper classification and pay scale group at the nearest step not greater than the employee's current salary. If the employee's salary is greater than the maximum step of the lower

pay scale group, there shall be no reduction in salary. The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

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

Section 2. The Union, in response to an unfavorable decision at Step 1 may, within 15 working days, submit classification appeals to an arbitration. The panel 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 Employer and must be knowledgeable in the field of position classification. Grievances that are not scheduled for an arbitration hearing within two years of the notice of intent to proceed to arbitration will be considered to have been withdrawn. It is understood that the two year time limit refers to the Union proposing selection of an arbitrator and a hearing date for the case, rather than the actual conduct of the hearing.

The panel shall neither add to subtract from nor modify the provisions of this Article nor recommend any alterations or revisions to the Commonwealth'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 30 days after the hearing or receipt of transcript when taken. The determination of the panel shall be final and binding in those cases where an employee's position is down-graded as a result of an employee appeal or an Employer-initiated classification review. In all other cases the decision of the panel shall be advisory only as to the Employer.

The panel shall meet monthly if necessary for the purpose of hearing appeals under this Section.

Section 3. Management recognizes that the primary duty and responsibility of employees in this unit is related to security/police work. The Union recognizes the right of the Employer to direct its working force, which includes the assignment of work to individual employees and it further recognizes that such assignments may include work outside an employee's classification.

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

Whenever an employee temporarily is charged to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those

of the employee's own position for a period of ten (10) full 1/2 cumulative days in a calendar quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to four and one-half percent (4.5%) of the employee's current rate of pay, or at the starting rate of the pay scale group for the higher class, whichever is greater. Employees who are charged to perform higher class work for a full 1/2 day and who take leave for a portion of that day will be compensated, in increments of 1/4 hour, for the partial day worked in the higher class after the ten (10) full 1/2 day threshold has been met. An employee while temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher level duties on the employee's scheduled workday immediately before and immediately after such holiday and is paid at the higher rate on those days. The holiday shall not count toward the requirement for ten (10) full 1/2 cumulative days in a quarter. Once the requirement for the ten full 1/2 cumulative day threshold has been met, payment will be included in the biweekly paycheck. If the position is filled permanently by other than the employee temporarily filling the position, the employee temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits for such increments to which they would have been entitled had they remained in their normal assignment. An employee or employees shall not be temporarily assigned to perform in general the duties and responsibilities of a position in a higher rated classification for more than nine continuous months or the length of the leave of absence of the employee being replaced, whichever is greater.

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

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

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

Section 4. Under Sections 2 and 3 above, all fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement requests a

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

## ARTICLE 27 DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a disciplinary demotion, suspension, or discharge beginning at the third step of the grievance procedure contained in Article 36, within 15 working days of the date of its occurrence, and subject to any conditions set forth in the grievance procedure under Article 36. The President of the Local, shall be notified promptly by certified letter of any disciplinary demotion, suspension or discharge. The failure of the Employer to comply with the preceding notification requirements will not affect the validity of the action, but will suspend the time period set forth in Step 3 of Section 2 of Article 36, Grievances & Arbitration until the notification is sent.

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

Section 3. The provisions of Section 1 shall not apply during the initial 180 calendar days of probationary employment. The probationary period can be extended by written agreement between the Employer and the Union for an additional period, during which time Section 1 shall not apply. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the initial 180 calendar days or any extension period.

A temporary employee who receives a permanent position through the process set forth in Article 28, Section 20 shall serve a 180 calendar day probationary period in the permanent position in accordance with the provisions of this Section.

Section 4. The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. It must be kept in mind, however, that where insubordination or flouting of authority by an employee in public and in the presence of other employees takes place, the Employer shall not be restricted by the operation of this Section.

Section 5. The Alternative Discipline Program will be applied to disciplinary actions that would normally arise from situations involving time and attendance infractions and/or work performance problems. The following guidelines will be used in determining the areas of applicability:

1. Time and Attendance

- Habitual or patterned problems with absenteeism, lateness, or repeated emergency absences

2. Work Performance

- “Overall” unsatisfactory performance as annotated on the employee’s performance evaluation; or
- Instances of unsatisfactory work performance on a specific work product or work project.

3. Along with items 1. and 2. above, the Alternative Discipline Program will also encompass discipline for other infractions beyond those related to time and attendance and work performance. However, it is distinctly understood that the Commonwealth will continue its present practice of progressive discipline, when appropriate.

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

1. Level 1 Letter: Signed by the Agency Head or designee, this letter will identify the employee’s alleged misconduct, alert the employee that continuation of this problem will result in more severe disciplinary action, and identify the employee’s appeal rights. The Employer will continue to provide the Union with a copy of this letter in accordance with Section 1 of this Article.
2. Level 2 Letter: This letter, signed by the Agency Head or designee, will identify the employee’s alleged misconduct, alert the employee that this is his/her final notice and that failure to correct this problem will result in termination, and identify the employee’s appeal rights. The Employer will continue to provide the Union with a copy of this letter in accordance with Section 1 of this Article.

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

The parties also recognize that special or unusual situations could develop that do not readily lend themselves to the Alternative Discipline Program or progressive discipline. These



situations could include, among others, occasions where the circumstances of the alleged conduct are such as to require the employee's immediate removal from the workplace, and situations where an employee is suspended without pay pending investigation of suspected misconduct. Consequently, if the Commonwealth deems circumstances warrant it, a traditional suspension without pay or other appropriate discipline could be imposed in lieu of the Level 1 or Level 2 letters, after appropriate notification is given to the Union in accordance with Section 1 of this Article.

## ARTICLE 28 SENIORITY

Section 1. Under the terms of this Agreement, the term "seniority" means a preferred position for specific purposes which one employee within a seniority unit may have over another employee within the seniority unit because of a greater length of service.

a. Classification seniority standing for the purpose of promotion, furlough, and recall shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in the employee's current classification.

b. Employees who served in the Armed Forces of the United States during periods of war in which the United States was or is engaged as listed below shall be responsible for providing proof of military service to their human resource officer within 60 days of their first day of work or 60 days after discharge or release from active duty during a current period of war in order to receive seniority credit in accordance with the Veteran's Preference Act 51 Pa. C.S. 7101. When the Employer determines that a furlough is necessary and there is no proof of military service in an employee's personnel file, the Employer shall not be held liable for any pay or benefits for any affected employees for a period of 30 days after the notice has been provided.

Applicable periods of war are as follows:

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

c. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly pay period plus the number of hours of military leave without pay; leave without pay for union business in accordance with Article 16, Section 3; leave without

pay for work-related injuries in accordance with Article 25; sick leave without pay in accordance with Article 16, Section 5; parental leave without pay in accordance with Article 17, Section 1; and Family Care Leave without Pay in accordance with Article 40 will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to the employee's accumulated total.

Section 2. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report within ten (10) consecutive working days of recall, expiration of recall period, failure to report after leave and acceptance of other permanent employment while on leave. This shall not restrict the Employer's right to take whatever personnel action it deems warranted for any of the above. If service is broken by any of the above, the employee shall lose Bargaining Unit and Classification seniority. If an employee is returned within one (1) year after such break in service, the employee shall be entitled to credit for seniority purposes the time accrued up to the time break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.

A furloughed employee shall forfeit all recall rights under this Sections 9 and 18 of this Article under the following circumstance:

- 1) For a defined benefit retirement plan employee or a hybrid retirement plan employee, recall rights are forfeited when the furloughed employee applies for and receives retirement benefits from the State Employees' Retirement System or the Public School Employee's 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 3. Seniority lists shall be prepared for each seniority group and revised where necessary every six (6) months. Appropriate seniority dates shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards. Seniority lists shall be provided to the President and Secretary/Treasurer of the local upon request not more than once every six (6) months. Grievances alleging a violation of this Section may be appealed directly to Step 3 of Section 2 of the grievance procedure contained in Article 36.

Section 4. The Employer agrees to post all vacancies which are to be filled within the seniority unit at appropriate work locations for at least 15 calendar days prior to filling, unless an emergency requires a lesser period of time. Entrance level vacancies will be posted for at least five (5) calendar days prior to filling, unless an emergency requires a lesser period of time.

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

a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such vacancy shall submit to the Employer their name on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

b. The Employer may choose from among the three (3) most senior bidding employees who are in the classification immediately below the vacancy in the seniority unit who are determined to be relatively equal in skill and ability. This method of selection may be deviated from in the following instances:

(1) Where it is necessary to comply with the provisions of applicable law and rules relating to the Commonwealth's Equal Employment Opportunity Program.

(2) Where the job involved requires highly specialized skill, training and expertise and there are no employees in the classification immediately below the vacancy who possess such qualifications.

(3) Whenever a position is reclassified upward to correct an improper classification or to reflect an accretion of duties or reorganization of duties, then the incumbent shall be awarded the higher position.

If an employee is promoted in accordance with this Section and was temporarily assigned, at the time the position was posted or thereafter, to work in that position, the employee will be promoted retroactive to the ending date of the posting.

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

a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such a vacancy shall submit their name to the Employer on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

b. When a vacancy is filled without examination, the Employer may choose from among the three (3) most senior bidding employees who are in the classification immediately below the vacancy in the seniority unit who are determined to be relatively equal in skill and ability. This provision is subject to the exceptions noted in Subsections (1), (2) and (3) in Section 5.b. of this Article.

c. When a vacancy is filled by examination within a seniority unit, the bidding employee with the greatest Classification seniority in the classification immediately below the vacancy who is within five (5) points of the seniority unit employee with the highest score shall be promoted unless a person outside the seniority unit receives a grade placing the person ten (10) points or more higher than the seniority unit employee with the highest score in which instance the person from outside the seniority unit may be appointed. An example of a five-point range would be 85-90, inclusive. An example of a 10-point range would be 80-90, inclusive. This Section is subject to the exceptions as set forth for non-civil service employees under Subsections (1), (2) and (3) of Section 5.b. of this Article. For the purpose of this Section, persons outside the seniority unit whose names appear on the civil service list are not required to submit a bid in order to be considered for the vacancy.

d. If an employee is promoted in accordance with this Section and was temporarily assigned, at the time the position was posted or thereafter, to work in that position, the employee will be promoted retroactive to the ending date of the posting.

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

a. If an employee is affected by furlough, the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided the employee has more Classification seniority than the employee with the least Classification seniority in that classification and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.

b. If the affected employee is unable under Subsection a. above to bump into a lower classification, the employee shall bump laterally or down into any other classification previously held within the bargaining unit but within the same geographical and organizational limitation as the seniority unit, using the seniority procedure specified in a. above. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure.

c. If the affected employee is unable to bump into any position as provided in Subsections a. and b. above, the employee shall be furloughed. For the purpose of bumping, permanent full-time employees shall have bumping rights to full-time and part-time positions. Permanent part-time employees shall have bumping rights to part-time positions only.

d. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one (1) month in advance of any impending furlough.

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

Before any furlough is implemented in a non-civil service classification in a seniority unit, the Employer shall separate all temporary employees before any permanent employees are furloughed.

Section 9. The Employer shall establish a recall list by classification series using the same geographical and organizational limitation as the seniority unit in which the furlough occurred for those employees furloughed under Section 7 of this Article in the inverse order of Classification seniority.

a. Employees on such recall lists shall have rights to a position in a classification within the seniority unit from which they were furloughed or to any lower-level classification in the same classification series in the same geographical and organizational limitation as the seniority unit in which the furlough occurred provided they have the requisite seniority and skill and ability.

b. Such recall lists will remain in effect for a furloughed employee for a period of two (2) years after the effective date of the furlough.

c. 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.

d. During the period that an employee is on a recall list, the employee 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.

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

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

g. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall be eligible for all benefits enjoyed by permanent employees,

provided other applicable eligibility requirements are met.

h. Permanent part-time employees shall only have recall rights to part-time positions (permanent or temporary).

Section 10. Employees desiring to transfer to other positions shall submit a written request to their immediate supervisor stating the reasons for the requested transfer. If the Employer in its sole discretion agrees to such transfer, the employee shall be entitled to maintain whatever seniority rights that are appropriate.

Section 11. In making shift assignments to shift openings preference shall be granted on a seniority basis unless the Employer feels it is necessary to assign otherwise in order to protect the efficiency of operation. Seniority status in this regard shall be Classification seniority.

The Employer agrees to meet and discuss at the request of the Union at the local level regarding the issue of periodic shift preference bidding.

Section 12. The probationary period for promotions shall be 180 calendar days in length and the provisions of Article 27, Section 1 shall not be applicable if an employee is demoted within that time for failure to successfully complete the probationary period. In such case, employees shall have the right to return to their former classification during this period. Periods of leave without pay and periods during which an employee is using paid leave to supplement workers' compensation shall not count toward the promotional probationary period or any extension period.

Section 13. For the purpose of furlough only, the local president, the local union vice president, secretary/treasurer, and union stewards shall have super seniority. It is clearly understood and agreed that this Section shall not become effective until the Employer and the Union have reached agreement as to the number of union stewards who will be granted the privilege of this Section. Within 30 days of the date of agreement on the number of stewards, the Union shall provide the Employer with a list of all employees who have been granted super seniority in accordance with the provisions of this Section. The list shall contain the employee's name, Union title, agency of employment, work location, and local union number. If Union elections result in a change to the list, the Union shall immediately notify the Employer. However, changes which have not been received by the Employer within 15 days of the effective date of a furlough will not affect the list in existence prior to the announcement of the furlough.

Section 14. Seniority unit means that group of employees in a classification within an affected institutional, bureau, agency or department in a given geographic work area as listed in Appendix C.

Section 15. Grievances filed using the procedure contained in Article 36 relating to the interpretation, application and implementation of Sections 3, 5, 6, 7, 8, 9, 14, 18, 19 and 20 of this Article shall be filed at the third step. Arbitration of grievances relating to these Sections shall be

conducted by a panel of three (3) members; one to be appointed by the Employer, one to be appointed by the Union and the third to be selected jointly in accordance with the procedure outlined in Article 36, Section 2. Such third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Employer. The decision of the panel, hereinbefore described, shall be final and binding on the parties to this Agreement. The panel shall meet as necessary for the purpose of adjusting grievances under this Section.

Section 16. When in the exercise of seniority rights provided hereunder, two (2) or more employees are deemed relatively equal in skill and ability and have the same seniority, preferential rights shall be determined in favor of the employee with the lowest last four digits of his/her social security number.

Section 17. The provisions of this Article relating to promotions and filling of vacancies shall not be applicable to entrance level classifications.

Section 18. If an employee is unable to execute a bump as provided by Article 28, Section 7 and is placed on a furlough list, the Employer will attempt to place the employee in a budgeted, available, uncommitted vacancy in a classification covered by this Agreement to which there are no seniority claims in the following manner:

a. Placement will be made to positions in classifications covered by this Agreement to which an employee has bumping rights provided the employee possesses the requisite skill and ability.

b. Employees placed in vacancies which are not in the classification or classification series which an employee previously held will serve a 180 calendar day probationary period during which time the provisions of Article 27, Section 1 shall not apply. Employees who are terminated for failure to successfully complete the probationary period shall retain recall rights under Section 9 of this Article.

c. Geographic limitations for the application of this Section will be designated by the employee by completing a placement questionnaire. The employee may choose up to ten counties in which the employee would be available for employment or a statewide availability. In addition, the employee will complete an "Availability for Temporary Employment" questionnaire.

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

e. Civil service employees will have placement rights to both civil service and non-civil service vacancies consistent with the requirements outlined in Subsection a. of this Section.

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

f. Employees will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Section cease. The furloughed employee shall retain recall rights as outlined in Article 28, Section 9.

g. If an employee accepts an offer of placement under this Section, any other placement rights to which an employee may be entitled under this Section cease.

h. Employees placed in vacancies in the same classification from which furloughed or in vacancies in other classifications at the same pay scale group of the classification from which furloughed will lose recall rights outlined by Article 28, Section 9. Those employees placed in a classification in a lower pay scale group will retain their recall rights under Article 28, Section 9.

i. The provisions of this Section will be implemented at the time the employee's completed placement questionnaire is received by the central human resource office of the appropriate agency and will continue for six (6) months after the employee has been furloughed. When the six (6) month period has expired, an employee's rights under this Section cease. However, the employee will retain recall rights under Article 28, Section 9, except as provided in Subsection h. The provisions of this Section will not be implemented on behalf of employees who do not return completed placement questionnaires.

Section 19. In the event of a furlough affecting employees who formerly occupied classifications covered by this Agreement, and who are not now in bargaining units represented by other employee organizations, such employees shall first bump laterally or downward into the classification occupied immediately prior to leaving the bargaining unit, or if such a bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring and provided that the employee has more Classification seniority than the employee with the least amount of Classification seniority in that classification, and has the requisite skill and ability and provided that the employee has not had a break in service as defined in Article 28 Section 2, since leaving the bargaining unit. If a position cannot be obtained in this manner, the same procedure will be repeated for any position previously held within the bargaining unit or if such a bump is not available then into any lower classification in the same classification series, provided the classification is within the same geographical or organizational limitation as the seniority unit in which the furlough is occurring. Bargaining Unit and Classification seniority previously earned shall accrue to the employee upon return to the bargaining unit. Seniority earned by the employee while outside the bargaining unit shall not



accrue to the employee upon movement back to the bargaining unit.

Section 20. Permanent part-time employees will have the right to use their seniority to bid and be selected for permanent full-time vacancies that occur in the same classification within the same seniority unit. The seniority criteria of Sections 5 and 6 of this Article will be applicable.

Temporary employees will have the right to bid and be selected for permanent vacancies that occur in the same or lower level classification within the class series within the seniority unit. The seniority criteria of Sections 5 and 6 of this Article will be applicable.

## ARTICLE 29 UNIFORMS, CLOTHING AND EQUIPMENT

Section 1. The Employer shall provide any device, apparel, or equipment necessary to protect employees from injury in accordance with the practice now prevailing. Where the Employer requires the use of special equipment, materials, devices, or apparel the Employer agrees to supply the same.

Where uniforms are required by the Employer and for as long as they may be required, the Employer agrees to furnish uniforms or replacement of such uniforms or part of such uniforms where normal wear and tear reasonably necessitate replacement.

Where footwear is currently being provided, the Employer agrees to continue such practice for the life of this Agreement.

The yearly equipment/uniform allocation for employees in the Park Ranger 1 classification in the Department of Conservation and Natural Resources shall be \$100 annually. The maximum yearly carry-over amount shall be \$50. This program shall otherwise continue to operate in accordance with the Department of Conservation and Natural Resources policy and procedures.

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

ARTICLE 30  
DISCRIMINATION

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

Section 2. Employees shall be treated in a respectful manner which does not embarrass them or demean their dignity. The appropriate forum for addressing incidents which are at variance with this principle shall be local meet and discuss.

ARTICLE 31  
UNION BUSINESS

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

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

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

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

ARTICLE 32  
SPECIAL AND PART-TIME EMPLOYEES

Section 1. Present practices relating to part-time, irregularly scheduled, and specially classified employees shall remain in effect and may only be changed after a meet and discuss with the Union.

Park Rangers in the Department of Conservation and Natural Resources will be reactivated from leave without pay within each seniority unit, as operations require, in seniority order. For this purpose, seniority units shall be consistent with those defined in Appendix C.

Section 2. Employees referred to in Section 1 shall only be entitled to those fringe benefits presently received subject to any modifications to those specific fringe benefits provided for in the Agreement and may only be changed after a meet and discuss with the Union. If prior fringe benefits were prorated, the modifications to those fringe benefits shall likewise be prorated. No additional fringe benefits shall accrue by virtue of this contract.

ARTICLE 33  
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, 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 demote, suspend, and discipline, up to and including 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 34  
MISCELLANEOUS PROVISIONS

Section 1. In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances 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. The parties, however, shall, at the request of either, meet and discuss on the subject matter involved in any invalid provision.

Section 2. The Employer 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 Employe 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 with each other with reference to any other subject, matter, issue, or thing whether specifically covered herein or wholly omitted here from 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 to existing statutes, the adoption of new legislation, or the granting of appropriations, it shall become effective only if such legislative action is taken. The parties, however, mutually agree to make recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Agreement.

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 Employe Relations Act.

Section 5. Ratings shall be completed by supervisors who are familiar with the work performance of the employee. This shall in no way affect review procedures.

Section 6. Employee benefits and working conditions now existing and not in conflict with the 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 2 of this Agreement. Changes may be made by the Employer only after a meet and discuss with the Union.

Section 7. Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. The mileage allowance shall be the General Services Administration rate. If the General Services Administration of the Federal Government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for employees under this Agreement will be increased or decreased on the effective date of the General Services Administration change.

Section 8. Committees composed of representatives of the Union and the Employer are to be established at agency and appropriate local levels to resolve problems dealing with the implementation of this Agreement and to discuss other labor-management problems that may arise. The levels at which these committees are to function may be determined by agency or departmental discussions.

Section 9. There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information, are available for examination by the employee within a reasonable period of time after the employee's request. Such examination shall be at the location where the personnel file is maintained and shall be conducted in the presence of the human resource officer or designee. The employee will also be permitted to make copies of any material in their official personnel folder at this time. Material shall not be removed from or added to the folder nor shall its contents be altered in any way. Employees are entitled to have a representative with them while reviewing their own file. If there is any disagreement as to the contents of the personnel file, an employee shall have the right to submit a statement concerning any materials in the employee's file and any such statement shall then become part of the personnel file. After a period of two years, a written reprimand or reference to an oral reprimand shall be removed from the employee's official personnel folder if no intervening incidents of the same or a similar nature have occurred.

Section 10. Any training required by the Employer will be provided in accordance with the existing local practice with regard to scheduling, travel and attendance for such training.

Requests for job-related training initiated by an employee will be considered and granted at the sole discretion of the Employer.

Section 11. Where the local union and management reach a written resolution to a local problem, such resolution must be endorsed by the UGSOA Local President and will remain in effect until either party notifies the other in writing of its intent to modify or cease the practice. The parties will meet and discuss in an attempt to resolve the matter. Any resolution must be compatible with the provisions of this Agreement.

Upon request, the Employer will meet and discuss with the union regarding any contemplated change in organizational structure that may affect existing job classifications within the bargaining unit.

Section 12. Policies concerning tobacco usage at the worksite, including prohibitions against tobacco use, may be established by the Employer after meet and discuss with the Union.

Section 13. Commonwealth agencies shall have the right to establish drug and alcohol testing polices/programs that provide for reasonable suspicion, return-to-duty and/or follow-up testing of employees. The scope of testing and cut-off levels shall conform to those established by the U.S. Department of Health and Human Services in the Mandatory Guidelines for Federal Workplace

## Drug Testing Programs.

Such polices/programs shall only be implemented after representatives of the affected agency conduct a meet and discuss with the Union.

Section 14. A committee will be established to explore the possibility of establishing a separate job classification, within the R1 bargaining unit, for the purpose of providing security services in County Assistance Offices (and/or other worksites specifically agreed to by the parties). The proposed job classification would be subject to hours, benefits, wages and working conditions different from those covering the rest of the bargaining unit so that its use would be competitive with privately contracted security services. The Committee shall operate under the concept of “meet & discuss” as defined in Act 195. The first meeting will occur within 180 days of the effective date of this Agreement and will meet regularly thereafter as deemed necessary by the parties.

## ARTICLE 35 EQUAL EMPLOYMENT OPPORTUNITY

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, and all laws and rules relating to the Commonwealth's Equal Employment Opportunity Program, or the Americans with Disabilities Act, the provisions of the aforementioned orders, laws and implementing regulations shall prevail.

## ARTICLE 36 GRIEVANCES AND ARBITRATION

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

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

**STEP 1.** The employee, either alone or accompanied by the Union representative or the Union where entitled, shall present the grievance orally or in writing to the employee's immediate supervisor within 15 working days of the date of its occurrence, or when the

employee knew or by reasonable diligence should have known of its occurrence. The supervisor shall attempt to resolve the matter and report their decision to the employee, orally or in writing, within 15 working days of its presentation.

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

**STEP 3.** An appeal from an unfavorable decision at Step 2 shall be presented by the employee or Union representative to the agency head, within 15 working days after the response from Step 2 is due. At the request of the Union, the agency head or designated representative will meet with the Union to discuss the grievance. The agency head, or a designated representative shall respond in writing to the employee and Union representative within 15 working days after receipt of the appeal.

**STEP 4.** In the event the grievance has not been satisfactorily resolved at Step 3, written appeal may be made by the employee or Union representative within 15 working days of the Step 3 decision to the Bureau of Employee Relations, Office of Administration, and shall contain a copy of the Step 2 and Step 3 decisions. The Bureau of Employee Relations, Office of Administration, will review the grievance with the UGSOA International Union President (or designee) in order to attempt resolution prior to arbitration. A telephonic review between the parties shall satisfy this requirement. The Bureau of Employee Relations shall issue a decision in writing to the Union within 15 working days after this review occurs.

**STEP 5.** An appeal from an unfavorable decision at Step 4 may be initiated by the Union serving upon the Employer a notice in writing of the intent to proceed to arbitration within 15 working days after the response from Step 4 is due. Said notice shall identify the provisions of the Agreement, the department, the employee involved, and a copy of the original grievance.

The arbitrator is to be selected by the parties jointly within seven (7) working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators.

The parties shall, within 15 days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Employer shall strike the first name.

Each case shall be considered on its merits and the collective bargaining agreement shall

constitute the basis upon which the decision shall be rendered. The decision at Steps 1, 2, and 3 shall not be used as a precedent for any subsequent case.

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

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

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

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

Section 3. An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure up to and including Step 4, subject, however, to Section 606, Article VI of the Public Employe Relations Act.

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

A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure. An aggrieved employee and Union representatives, shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Article without loss of pay or leave time.

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



ARTICLE 37  
SAFETY AND HEALTH

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

Section 2. If an employee is assigned to operate an Employer-owned vehicle and/or equipment which the employee believes is unsafe, the employee shall immediately bring the matter to the attention of their immediate supervisor. The supervisor will investigate the employee's claim and make a determination as to the operability/safety status of the involved vehicle and/or equipment. The employee will be expected to obey the direction of the supervisor on such matter with the understanding that a grievance may be filed over any continuing dispute in this regard.

Section 3. Employees of this bargaining unit will be given the opportunity to be inoculated/immunized consistent with similar opportunities being given to other employees at the same work site.

ARTICLE 38  
SUCCESSORS

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

ARTICLE 39  
PRESERVATION OF BARGAINING UNIT WORK

Section 1. The provisions of Sections 1 through 6 of this Article shall apply only to bargaining unit work performed on September 1, 1996 by employees in the rank and file unit now represented by UGSOA in the particular agency affected.

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

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

Section 3. a. Except as provided in Section 8, the Employer shall not contract/assign bargaining unit work included within the scope of Section 1 which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee to independent contractors, consultants or other non-bargaining unit state employees, except for the reasons set forth in Subsection b.

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

Section 4. The Employer shall provide the Union with as much advanced notice as possible of a proposed contract/assignment of bargaining unit work included within the scope of Section 1 which meets the conditions set forth in Sections 2.a. or 3.a.

Section 5. At each site where a proposed contract/assignment of bargaining unit work is to occur and provided the work is included within the scope of Section 1 and meets the conditions set forth in Sections 2.a. and 3.a., local labor/management committees shall meet and discuss over the reasons for the contract/assignment. At this meeting the Employer shall provide to the Union all information it has to support a claim (a) of reasonable cost savings or improved service, (b) of legitimate operational reasons resulting from technological changes, (c) that there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work, or (d) that the duration of the contract/assignment is not expected to exceed 12 consecutive months duration. The Union shall have the opportunity to provide alternative methods to attaining the Employer's desired result. In the event that the parties at the local level are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of representatives of the UGSOA, the Agency and the Office of Administration. Should the parties be unable to resolve the issue, the Union shall notify the Office of Administration in writing of its intent to submit the matter to the grievance procedure.

Section 6. The Employer and the Union agree to meet and discuss, on an ongoing basis, at the statewide or agency level to develop a list of contract/assignment exemptions from the provisions of Sections 1 through 5 of this Article. Examples of criteria to be used by the parties for developing the list of exemptions are: duration of the project; total cost of the contract; availability of the necessary skills and/or equipment within the agency's existing resources; ability to complete the

project with the Agency's workforce within the required time frames.

Section 7. The Employer agrees to meet and discuss regarding any contract/assignment involving work of the type traditionally performed by employees covered by this Agreement, but excluded by Section 1 of this Article, upon request of the Union and presentation by the Union of an alternative which may result in reasonable cost savings or improved delivery of service.

Section 8. The limitations set forth in Sections 2, 3, 4 and 5 will not be construed so as to prevent managerial or supervisory employees from performing bargaining unit work consistent with operational or organizational requirements. Non-UGSOA represented state employees may perform bargaining unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the Employer or maintain the Employer's standard of service.

Section 9. The Employer and the Union acknowledge the above represents the results of negotiations conducted under and in accordance with the Public Employe Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of bargaining unit work.

#### ARTICLE 40 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 and anticipated paid leave for the current leave calendar year. The leave is to be used for the recipient's own catastrophic injury or illness or for the catastrophic injury or illness of a family member. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Article 13, 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, child, step-child, foster child, or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria.

Effective with the beginning of the 2022 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. The absence due to an organ donation, or the catastrophic illness or injury of the employee or a family member must be for more than 20 workdays in the current leave calendar year. The 20 workday absence may be accumulated on an intermittent basis if properly documented as related to the organ donation or the same catastrophic illness or injury. Annual, 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 illness or injury and for each leave calendar year in which donated leave is used. Donated leave may not be applied to the required 20 workday accumulation period.

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

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

(2) For the organ donation, catastrophic 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 (5) days of sick family leave and any additional sick family leave for which the employee is eligible must be used.

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

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

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

j. An employee is not eligible to receive donations of leave if, during the previous six (6) months, the employee has been placed on a written leave restriction, or has received a written reprimand or suspension related to attendance.

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

### Section 3. Donors

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

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 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 13, Section 6.

### Section 4. The provisions of this Article are not grievable under Article 36 of this Agreement.

Section 5. Notwithstanding the requirement 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 41 TERMINATION

This Agreement shall be effective September 1, 2021; except where specifically provided that a particular provision will be effective on another date, and shall continue in full force and effect up to and including August 31, 2023. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act.

The parties hereto through their duly authorized officers or representatives hereby have hereunto set their hands and seals this day.

October 19, 2021

(date)

**FOR THE EMPLOYER:  
COMMONWEALTH OF PENNSYLVANIA**

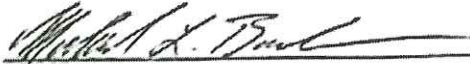


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Michael Newsome  
Secretary of Administration

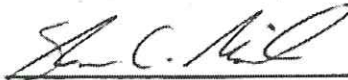


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Edward Phillips  
Bureau of Employee Relations

**FOR THE  
INTERNATIONAL UNION, UNITED  
GOVERNMENT SECURITY OFFICERS  
OF AMERICA**



\_\_\_\_\_  
Michael Burke  
UGSOA Chief Negotiator



\_\_\_\_\_  
Sherman Miller  
Local #304

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ORGANIZATIONAL SENIORITY UNITS

#### AGRICULTURE

##### Furloughs and Promotions

- 1) Headquarters (including Farm Show)
- 2) Each Horse/Harness Racing Facility

#### CONSERVATION AND NATURAL RESOURCES

##### Furloughs & Promotions:

- 1) Regional Park Offices
- 2) Parks
  - Bendigo Complex
    - Elk
    - Kinzua
  - Black Moshannon
  - Chapman
  - Hills Creek Complex
    - Leonard Harrison
    - Colton Point
    - Lyman Run
    - Patterson
    - Prouty Place
    - Cherry Springs
    - Denton Hill
  - Kettle Creek Complex
    - Ole Bull
  - R. B. Winter Complex
    - Ravensburg
    - McCall Dam
    - Sand Bridge
  - Reeds Gap Complex
    - Poe Valley
    - Poe Paddy
  - Sinnemahoning
  - Sizerville Complex
    - Bucktail



Shikellamy Complex  
Milton  
Susquehanna  
Mt. Pisgah  
Bald Eagle  
Little Pine Complex  
Hyner Run  
Little Pine  
Upper Pine Bottom  
Hyner View  
Point  
Allegheny Islands  
Cook Forest Complex  
Clear Creek  
Keystone  
Laurel Hill Complex  
Kooser  
Laurel Ridge  
Linn Run Complex  
Laurel Mt.  
Laurel Summit  
Moraine Complex  
McConnell's Mill  
Ohiopyle  
Raccoon Creek  
Hillman  
M. K. Goddard  
Yellow Creek  
Presque Isle  
Erie Bluffs  
Oil Creek  
Pymatuning  
Caledonia Complex  
Mt. Alto  
Colonel Denning Complex  
Big Spring  
Fowler's Hollow  
Cowans Gap Complex  
Buchanan's Birthplace  
Gifford Pinchot  
Greenwood Furnace Complex  
Whipple Dam  
Penn Roosevelt

Pine Grove Furnace  
Prince Gallitzin  
Codorus  
Little Buffalo  
    Joseph E. Ibberson Conservation Area  
    Boyd Big Tree Conservation Area  
Canoe Creek Complex  
    Trough Creek  
    Warriors Path  
Susquehannock  
    Samuel Lewis  
Shawnee  
    Blue Knob  
Frances Slocum  
Fort Washington  
French Creek Complex  
    Marsh Creek  
Hickory Run Complex  
    Lehigh Gorge  
    Nescopeck  
Neshaminy  
    Benjamin Rush  
Tuscarora Complex  
    Locust Lake  
Promised Land  
    Varden Conservation Area  
Ricketts Glen  
Tobyhanna Complex  
    Gouldsboro  
    Big Pocono  
Nockamixon  
Worlds End  
Memorial Lake Complex  
    Swatara  
Tyler  
Ridley Creek  
Lackawanna Complex  
    Archbald Pothole  
    Salt Springs  
    Prompton  
Beltzville  
Evansburg  
Delaware Canal

Ralph Stover  
White Clay Creek  
Norristown  
Parker Dam Complex  
S. B. Elliott  
Nolde  
Kings Gap  
Jennings  
Jacobsburg

## **GENERAL SERVICES**

Furloughs and Promotions

- 1) Headquarters
- 2) DGS Annex (2)  
Non-Civil Service  
Civil Service

## **HISTORICAL AND MUSEUM COMMISSION**

Furloughs and Promotions

- 1) County By Museum or Historical Site

## **LABOR AND INDUSTRY**

Furloughs and Promotions

- 1) Hiram G. Andrews Center

## **MILITARY AND VETERANS' AFFAIRS**

Furloughs and Promotions

- 1) Headquarters
- 2) Pennsylvania Soldiers and Sailors Home - Erie
- 3) Hollidaysburg Veterans Home
- 4) Southeastern Pennsylvania Veterans Center
- 5) Gino J. Merli Veterans Center
- 6) Southwestern Pennsylvania Veterans Center
- 7) Delaware Valley Veterans Home

## **HUMAN SERVICES**

Furloughs and Promotions

1) Each Institution

Youth Development Centers

Mental Health, Mental Retardation

## APPENDIX D

### CLASS SERIES AND ENTRANCE LEVEL CLASSES

<u>Class Code</u>	<u>Class Title</u>	<u>Pay Scale Group</u>
74710*	Security Officer 1	3
74740*	Park Ranger 1	3
74795*	Installation Police Officer, DMVA	6

\* Asterisk denotes entrance level classification