

MEMORANDUM OF UNDERSTANDING

BETWEEN

COMMONWEALTH OF PENNSYLVANIA

AND

ASSOCIATION OF LIQUOR ENFORCEMENT SUPERVISORS

FIRST LEVEL SUPERVISORY, LIQUOR LAW ENFORCEMENT UNIT

Effective: July 1, 2019 through June 30, 2023

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MEMORANDUM OF RECOMMENDATIONS

WHEREAS, The Pennsylvania Labor Relations Board determined in Case No. PERA-R-2249-C that Enforcement Officers 3 constitute an appropriate unit of first-level supervisors under the Public Employee Relations Act; and

WHEREAS, The Unit has been certified by the Pennsylvania Labor Relations Board as the employee organization elected to represent the public employees in the unit (hereinafter called "employees"); and

WHEREAS, The Commonwealth and the Unit have met and discussed in good faith a number of matters deemed to be bargainable for other public employees covered by the Public Employee Relations Act; and

WHEREAS, The Commonwealth has determined to enter into a memorandum setting forth the recommendations set forth herein;

NOW, THEREFORE, The Commonwealth has determined that the following recommendations for adjustments to the wages, hours, terms and conditions of employment for employees in the Unit will be submitted to the Executive Board:

**RECOMMENDATION NO. 1
RECOGNITION**

The Unit is recognized as the exclusive representative for meet and discuss purposes for Enforcement Officers 3 of the Pennsylvania State Police.

**RECOMMENDATION NO. 2
HOURS OF WORK**

Section 1. The work week will consist of any five workdays in the period beginning at 12 a.m. Saturday and continuing through 11:59 p.m. the following Friday.

a. Each employee shall be entitled to two consecutive days off in each workweek. The Employer will attempt to schedule the employee on the daylight shift or earlier on the day before his/her scheduled days off and no earlier than the daylight shift upon return to work from his/her scheduled days off.

b. An employee shall be scheduled off work a minimum of one weekend, i.e. 12:01 a.m. Saturday through 11:59 p.m. Sunday, each month. The weekend off will be the employee's scheduled days off for that week. The Employer agrees to schedule the employee on the daylight shift or earlier the Friday before this weekend and no earlier than the daylight shift the Monday following this weekend. The Employer will attempt to schedule an employee off an additional Saturday/Sunday each month subject to management's responsibility to maintain efficient operations.

c. For purposes of Subsections a. and b., a daylight shift will be considered to be any shift which begins at or after 6:00 a.m. or before 12:00 noon.

d. If an employee's scheduled day off falls on one of the holidays outlined in Recommendation 6, Section 1, the employee will be permitted to schedule a compensatory day in accordance with the provisions outlined in Recommendation 6, Section 5.

Section 2. The workday will consist of eight consecutive hours between midnight and midnight of the calendar day. Employees who are working in their District Office their entire workday shall be permitted two 15-minute rest periods, one during each half work shift.

When the employee's scheduled workday overlaps midnight by exactly four hours, the Employer will determine to which workday to apply the hours of work. For example, if the employee is scheduled to work from 8 p.m. on Tuesday until 4:00 a.m. on Wednesday, the Employer will determine whether those eight hours will constitute Tuesday's workday or Wednesday's.

In instances when the overlap is not exactly four hours, the calendar day in which the majority of the prescheduled hours are worked will be considered the workday. For example, when an employee works 7 p.m. on Monday until 3:00 a.m. on Tuesday, the eight hours of work will be applied to Monday. When an employee works from 10 p.m. on Monday until 6:00 a.m. on Tuesday, the eight hours of work will be applied to Tuesday.

Overtime hours worked before or after the scheduled shift will not affect the workday determination.

Section 3. The Employer will post a schedule showing the days to be worked by 4 p.m., Tuesday for the following workweek. A change of shift may take place where a minimum 24 hour notice is given prior to the start of the newly scheduled shift. An employee who is not provided notice of a change as described above will receive a premium payment of one-half the employee's hourly rate (not to exceed, in total, a rate of time and one-half) for each hour worked outside his original schedule.

Section 4. Employees shall be scheduled off between shifts a minimum of eight hours. When two shifts are worked with fewer than eight hours off, in addition to the employee's hourly rate, the employee shall receive a premium payment of one-half the employee's hourly rate (not to exceed, in total, a rate of time and one-half) for each hour worked in the eight hour period beginning with the end of the first shift. If an employee works overtime or is called-in to work during this eight hour period, the overtime or call time provisions shall apply. There shall be no duplication or pyramiding of these hours under both this Section and the overtime or call time Sections.

Section 5. Travel time - Officers will be entitled to include as hours worked time spent in travel in accordance with the following guidelines:

- a. No time spent in travel between residence and headquarters will be counted as hours worked.
- b. All time spent in travel on the same day between headquarters and a worksite or between two worksites will be counted as hours worked.
- c. Employees who are required to travel between 25 and 49 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one-half hour travel time in each direction.

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

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

The hours of work of employees who are required by the Employer to travel to and from the work site by transportation provided by the Employer shall commence at the time of embarkation and shall cease at the time of debarkation.

RECOMMENDATION NO. 3 CALL TIME

Section 1. Employees who have been called into work outside of their regular shift schedule shall be paid at the appropriate rate for all hours worked, including the travel time entitlement as outlined in Recommendation 2, Section 5 or a minimum of three hours pay at the employee's regular straight-time hourly rate, whichever is greater. There shall be no duplication of hours or pay.

Section 2. This Recommendation shall not be applicable to scheduled overtime.

RECOMMENDATION NO. 4 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 workweek.
- b. There shall be no duplication of premium pay for the same hours worked under the provisions of this Memorandum.

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

- a. Hours worked.
- b. Holidays.

- c. Annual Leave.
- d. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- e. Sick leave.
- f. Administrative leave.

Section 3. Employees shall obtain prior approval from their supervisor before overtime is worked. Where obtaining prior approval is not feasible, employees must notify their supervisor of the need to have worked the overtime immediately upon completion of the task which resulted in the overtime.

Section 4. Compensatory time may be taken, with supervisory approval, in lieu of overtime pay. Such compensatory time is to be taken within the 120 calendar day period succeeding the date on which the overtime is worked. If the compensatory time off is not taken within this time period, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off.

Section 5. 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.

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

RECOMMENDATION NO. 5 SHIFT DIFFERENTIAL

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

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

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

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

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

Section 4. For the purpose of this Recommendation, shift differential will not be paid when the hours worked are employee controlled.

RECOMMENDATION NO. 6 HOLIDAYS

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

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

For employees who work Monday through Friday, Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday. For other than Monday through Friday employees, the holiday shall be observed on the day upon which it falls.

Section 2. A permanent full-time employee shall be paid for any holiday listed in Section 1 of this Recommendation provided he/she was in active pay status on the last half of his/her scheduled work day immediately prior to and the first half of his/her scheduled work day immediately subsequent thereto.

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

Section 3. Permanent full-time employees working other than a regular Monday through Friday work week shall be guaranteed the same number of days off with pay equal to the number of paid holidays received by the employees on a regular Monday through Friday schedule, subject to the same entitlement requirements. If an employee's regular scheduled day off coincides with the holiday, he/she will be given a compensatory day off.

Section 4. If an employee is required to work on any of the holidays set forth in Section 1 of this Recommendation, except for the day after Thanksgiving, that is not part of the scheduled work day overlap outlined in Recommendation 2, Section 2, the employee will be compensated at one and one-half times their regular hourly rate of pay for all hours worked on the holiday shift and any overtime extension thereof. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. The paid time off shall be in lieu of holiday pay for that time under Section 2 above. If the employee works less than a full shift, the employee will receive paid time off for all hours worked and holiday pay for any part of a full shift not worked.

If an employee works on the day after Thanksgiving, the employee shall be compensated at the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on the day after Thanksgiving up to a full shift. The paid time off shall be in lieu of holiday pay for that time under Section 2 above.

Section 5. Compensatory time off earned pursuant to Section 3 of this Recommendation shall be scheduled in the following manner: If a written request is received within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee, within the 120 calendar day period succeeding the holiday. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time prior to the completion of the 120 calendar day period succeeding the holiday, the employee shall be compensated at the employee's regular rate of pay in lieu of such paid time off.

Section 6. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Memorandum for the same hours worked.

Section 7. Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the

maximum allowable amount will be paid to the employee in cash.

**RECOMMENDATION NO. 7
PERSONAL LEAVE DAYS (VACATED)**

With the incorporation of personal leave into Recommendation 10, Vacations, in accordance with Recommendation 7, Section 8 of the 2016-2019 memorandum of understanding between ALES and the Commonwealth of Pennsylvania, this Article is vacated by mutual agreement of the parties.

**RECOMMENDATION NO. 8
SICK LEAVE AND BEREAVEMENT LEAVE**

Section 1. a. Employees shall be eligible to use 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:

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

b. Regular Hours Paid as used in this Recommendation include all hours paid except overtime, 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 (2400 hours).

Section 3. A doctor's certificate is required for an absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where the Employer has reason to believe that the employee has been abusing his/her sick leave privileges. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

Section 4. Employees may use not more than five (5) days of sick leave in any calendar year where sickness in the immediate family requires the employee's absence from work. Immediate family is defined as husband, wife, domestic partner, child, step-child, foster child, parent, brother, sister, grandchild or step-parent of the employee or child of the employee's domestic partner. The Employer may require proof of such family sickness.

Effective with the beginning of the 2021 leave calendar year, domestic partner and the children 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 (160 hours) in a calendar year, permanent employees with at least one year of service may use accrued sick leave, in addition to that provided by Section 4 above.

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

Leave Service Credit

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 56 additional hours (7 days)

Up to 120 additional hours (15 days)

Up to 160 additional hours (20 days)

Up to 208 additional hours (26 days)

b. During the initial 20 days (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 (160 hours). A separate 20 day (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 (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 (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 child of the employee's domestic partner or any other person qualifying as a dependent under IRS eligibility criteria.

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

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

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

Section 7. a. Employees who retire as defined in Recommendation 15, Section 6, shall be paid their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in Subsection b.

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

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

- (1) Superannuation retirement (as defined in Recommendation 15, Section 6) with at least five years of credited service; or
- (2) Eligible for the Retired Employees Health Program under Recommendation 15, Section 6.e.; or
- (3) After seven years of service, death prior to retirement or separation of service except as provided in Section 8.

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

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

e. 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 or injury, the Commonwealth will pay 100% of the employee's unused sick leave unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case the Commonwealth will pay 30% of the employee's unused sick leave up to 90 days. Such payments shall not be paid for part days of accumulated sick days.

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

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

Section 11. Employees who have more than one year of service since their most recent date of hire and who use no sick leave during the first half (first thirteen (13) pay periods) of the leave calendar year shall earn one-half day (4.0 hours) of annual leave in addition to those earned under Recommendation 10, Sections 1.c. and 1.d. Employees who have more than one year of service since their most recent date of hire and use no sick leave during the second half (last thirteen (13) or fourteen (14) pay periods, depending on the number of pay periods in the leave calendar year) of a leave calendar year shall earn one-half day (4.0 hours) of annual leave in addition to those earned under Recommendation 10, Sections 1.c. and 1.d. Leave earned will be available for use in the pay period following the pay period in which it was earned.

Sick bereavement leave used will not be counted; however, all other types of paid sick leave; unpaid sick leave used under Recommendation 23; and paid and unpaid leave used for work-related injuries shall count as sick leave for this section.

Section 12. For the purpose of this Recommendation, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

RECOMMENDATION NO. 9
LEAVES OF ABSENCE

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

Section 2. All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing promptly. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made. Except for such emergency type leaves, the time when leave is taken is within the discretion of the Employer.

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

Section 3. Employees who are elected or appointed as unit officials or representatives shall at the written request of the employee be granted leaves without pay for the maximum term of office, not to exceed three years; provided, however, not more than one (1) employee may be on leave for this purpose at the same time. Such leaves may be renewed or extended by written mutual consent of the Unit and the Employer.

Section 4. Employees may be granted leaves without pay at the sole discretion of the Employer for any good and sufficient reason, including pursuit of advanced education in the employee's profession.

Section 5. Upon the expiration of any approved leave of absence without pay, except as provided in Recommendation 23, Section 3 and in Recommendation 21, Section 6, the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Recommendation 20, Seniority.

**RECOMMENDATION NO. 10
VACATIONS**

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

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

**Maximum Annual Leave
Entitlement Per Year**

Up to 3 Years:

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

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

Over 3 Years to 15 Years Inclusive:

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

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

Over 15 Years:

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

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

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

Over 25 Years:

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

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

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

d. Employees shall be credited with a year of service for each twenty-six (26) pay periods completed in an active pay status, provided they were paid a minimum of one (1) hour in each pay period.

e. Employees may be eligible for up to one additional annual leave day to be earned at the beginning of the next leave calendar year provided the requirements of Recommendation 8, Section 11.b. are met.

Section 2. Vacation pay shall not be less than the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Section 3. a. Vacations shall be granted at the time requested by the employee subject to management's responsibility to maintain efficient operations. An employee whose scheduled vacation extends from Monday through Friday shall be scheduled off the Saturday and Sunday immediately prior to and subsequent to the vacation, consistent with operational needs. 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 shall be given his/her choice of vacation periods of five or more consecutive annual or holiday leave days in the event of any conflict in selection. Seniority for vacation selection shall be defined as length of service in the unit. In the case of a tie, total combined length of service in the K-5 and K-4 units shall apply. If a tie still exists, total Commonwealth service shall be utilized. Any remaining tie shall be determined by lot.

b. The selection period shall be December 1 through February 28 for vacations from May 1 through December 31, and September 1 through October 31 for vacations from January 1 through April 30 of the following year.

c. The selection of vacations shall be on a round by round basis in which the employee can choose up to and including four consecutive weeks or two non-consecutive weeks per round.

d. An employee who is involuntarily transferred to another District will be eligible to utilize any previously approved vacation.

e. 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.

f. Requests for a full day (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 (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 d. above.

Section 4. Any employee separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated in a lump sum for the unused vacation 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 5. Employees will be entitled to carry over up to 45 days (360 hours) of annual leave. 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 Recommendation 8, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 6. If a holiday occurs during the workweek in which vacation is taken by an employee, the holiday shall not be charged to annual leave.

Section 7. An employee who becomes ill during his/her vacation will not be charged annual leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the Employer upon his/her return to work.

Section 8. Permanent employees who have one or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave privileges. Permanent employees with less than one year of service may, at the Employer's discretion, anticipate up to one day (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 9. For the purposes of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

RECOMMENDATION NO. 11
SALARIES AND WAGES

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

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

Section 3. Effective October 1, 2021, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of two and one-half percent (2.50%). This increase is reflected in the Standard Pay Schedule in Appendix C.

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

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

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

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

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

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

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

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

e. During the term of this Memorandum, employees who are at or above the maximum step of their pay scale group at the time they become eligible for a service increment as outlined in Subsections a., b. and c., shall receive the annual amount of a two and one-quarter percent (2.25%) increase in the form of a one-time cash payment rounded to the nearest dollar.

Section 8. a. When an employee covered by this Memorandum is promoted to another classification in a higher pay scale group, the employee shall receive an increase of four steps for each pay scale group the employee is promoted or to the minimum of the new pay scale group, whichever is greater.

b. When an employee covered by this Memorandum is demoted (including demotions occurring as a result of furlough bump or furlough recall) to another classification in a lower pay scale group, the employee shall receive a decrease of four steps for each pay scale group the employee is demoted or to the maximum of the new pay scale group, whichever is lesser.

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

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

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

Section 12. The policies regarding pay scale group revisions contained in the Commonwealth's Personnel Rules shall continue

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

RECOMMENDATION NO. 12
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 demotion, suspension, or discharge beginning at the second step of the grievance procedure, subject to any conditions of the grievance procedure under Recommendation 13. The Unit shall be notified by the Employer of any demotion, suspension or discharge.

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

Section 3. During the first 180 calendar days of employment, the provisions of this Recommendation shall not apply. Periods of leave without pay, periods of time during which an employee is using paid leave to supplement workers' compensation, and leave under the Heart and Lung Act shall not count toward the initial probationary period or any extension period.

Section 4. Serious acts of deception will provide a just cause basis for termination of employment, notwithstanding any mitigating factors. A serious act of deception is committed during a criminal, civil, or administrative investigation or proceeding, when an employee is under a specific, official obligation to be truthful, and involves intentional (1) lying; (2) fabrication; (3) misleading acts or words; (4) civil or criminal fraud; or (5) perjury.

Notwithstanding anything to the contrary in this Memorandum, no employee may be subject to disciplinary charges for violating this subsection in regard to a statement or statements the employee made in a Departmental disciplinary investigation involving another employee before the allegations involving the underlying investigation of that other employee have been either dismissed by the Department or sustained or dismissed by an arbitration as provided herein.

Section 5. Just cause for termination will exist, mitigation notwithstanding, when an officer is convicted of, accepts a plea, or enters an ARD program, under the following circumstances: Second or subsequent DUI offense while employed by the Commonwealth (on or off duty), DUI involving a hit and run of vehicle or property, or hit and run while operating a Commonwealth vehicle.

Section 6. The parties agree to expand the Alternative Discipline Program in accordance with the side letter contained in Appendix F.

RECOMMENDATION NO. 13 GRIEVANCE AND ARBITRATION

Section 1. A Civil Service employee may process his/her grievance through either the Civil Service appeal procedure or the memorandum grievance procedure. If an appeal is filed under the Civil Service appeal procedure, while proceedings are taking place under the memorandum procedure, then the memorandum grievance procedure shall cease and shall not be permitted to be reinstated. If an appeal is filed under the Civil Service appeal procedure, the employee shall not be entitled to institute proceedings under the memorandum grievance procedure, all rights to so do being waived by the exercise of an option by the employee to utilize the Civil Service procedure.

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

STEP 1. The employee, either alone or accompanied by the Unit representative or the Unit where entitled, shall present the grievance in writing to his/her District Office Commander within 15 working days of the date of its occurrence or knowledge of its occurrence, whichever is later. The District Office Commander shall attempt to resolve the matter and report their decision to the employee in writing within ten working days of its presentation.

STEP 2. An appeal from the decision in Step 1 must be presented in writing by the employee or the Unit representative to the Bureau of Employee Relations, Office of Administration within ten working days after receipt of the Step 1 decision and shall contain a copy of the Step 1 decision. Upon receipt of the grievance at Step 2, a representative from the Bureau of Employee Relations, Office of Administration, and the ALES Grievance Chairman shall schedule a grievance committee meeting consisting of no more than five (5) representatives for the Employer (including representation from BLCE, the Bureau of Employee Relations and the Department's Human Resources Office) and no more than five (5) representatives from the ALES Grievance Committee. The joint committee shall schedule a day to meet within 15 working days, unless the parties agree otherwise. The grievance committee shall meet for the purpose of reviewing the grievance(s) previously denied in writing at Step 1. A list of the grievance(s) to be discussed shall be sent to the Bureau of Employee Relations, Office of Administration representative and the Director, Public Safety Human Resource Delivery Center, Pennsylvania State Police representative by the ALES Grievance Chairman, within seven (7) calendar days, when possible, prior to the grievance committee meeting. All amendments of grievance, if any, shall be done at the meeting of the grievance committee.

STEP 3. An appeal from an unfavorable decision at Step 2 in the case of a suspension, demotion, or discharge may be initiated by the Unit serving upon the Bureau of Employee Relations, Office of Administration a notice of its intent to proceed to

arbitration within ten working days after the grievance committee meeting. The notice shall identify the employee involved, contain a copy of the grievance and specify the pertinent provisions of this Memorandum.

The arbitrator is to be selected by the parties jointly within ten 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 ten working 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.

The arbitrator shall consider each case on its merits and his/her authority shall be limited to a determination of whether there was just cause for the suspension, demotion, or termination and whether such disciplinary action was excessive. The Employer's decision at Step 1 and the Committee's decision at Step 2 shall not be used as a precedent for any subsequent case.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his/her 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.

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

Section 3. An employee shall be permitted to have a representative of the Unit present at each step of the grievance procedure.

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

Aggrieved employees shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Recommendation without loss of pay or leave time. Unit representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if prior notification is given to the human resource officer or

his/her designated representative. If the Unit representative is an employee of the Employer, he/she shall request from his/her designated supervisor reasonable time off from his/her regular duties to handle such grievances. Such requests will not be unreasonably denied.

At the request of either party, a meeting will be held to discuss a grievance at any step.

The Employer agrees to notify the Unit whenever it receives a grievance from any employee and to furnish the Unit with a copy of each written decision.

Section 4. The Unit will obtain a grievance number prior to filing grievances to the first step.

Section 5. The term “working day” as used throughout this Recommendation shall be recognized as referring solely to days between Monday and Friday, inclusive.

RECOMMENDATION NO. 14 GENERAL PROVISIONS

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

Section 2. The Employer agrees to provide space on bulletin boards to the Unit for the announcement of meetings, election of officers of the Unit and any other material related to Unit business. Furthermore, the Unit shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. The Unit may send mail related to Unit business to local official representatives at appropriate facilities to which mail is delivered.

Section 3. Unit members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Unit 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 Unit. The Employer will provide a reasonable number of employees with time off, without loss of pay, if required, to attend meet-and-discuss meetings.

Section 4. a. An employee subject to an involuntary transfer shall receive notice thirty (30) calendar days prior to the effective date of such transfer. Such employees shall be allowed up to thirty (30) days in travel status in his/her new location to provide adequate time for locating new living quarters and to move to the new location. If required by unusual local conditions and approved in advance by the Employer, an employee may be granted up to an additional thirty (30) days in travel status for this purpose. Only that portion of the allowance actually required will be granted.

b. When the Employer deems it necessary to fill a permanent vacancy in this unit, it shall be filled in the following manner:

- (1) The Employer will post notice of the initial vacancy in each District office indicating the location and classification of the vacancy. Each vacancy announcement will indicate a closing date for applications for that particular transfer cycle.
- (2) Individuals desiring to transfer to the posted vacancy or resulting vacancies shall notify the Employer in writing indicating a single district office into which they desire to transfer.
- (3) Prior to filling a vacancy, the Employer will review all transfer requests for that office, and the most senior employee who, in the Employer's judgement, possesses the requisite skill and ability will be transferred into the vacancy. In the event the selection of the most senior qualified employee would result in the remaining employees at his/her location not having the requisite skill and ability to provide the public service without delay or interruption, the next most senior qualified employee shall be transferred into the vacancy, subject to the provisions of this Section.
- (4) When no qualified employee has indicated a preference for a vacancy the Employer intends to fill and the Employer deems it necessary to fill the vacancy by transfer from another district, the Employer will select the district from which the transfer will be made. From that district, the least senior employee who, in the Employer's judgment, has the requisite skill and ability to perform the job without additional training, will be transferred. In the event the selection of the least senior qualified employee for transfer would result in the remaining employees not having the requisite skill and ability to provide the public service without delay or interruption, the next least senior qualified employee will be selected for transfer, subject to the provisions of this Section.
- (5) The above provisions shall not apply to temporary transfers of six months or less, which shall be made at the discretion of the Employer.
- (6) The Employer will not be required to consider the transfer request of any employee to fill a permanent vacancy unless one year of service has elapsed since the completion of the employee's last transfer.

- (7) An employee who submits to his/her supervisor a written request for transfer shall receive a response to that request within three (3) weeks. If the request for transfer is denied, the employee will be advised of the reason(s) for denial.

c. The Employer retains the right to transfer an employee who is unable to fully perform the assigned duties of their position.

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. Employees shall be eligible for unemployment compensation benefits as provided by law.

Section 7. a. An employee in overnight travel status or in travel status on a scheduled day off, or who works past his scheduled quitting time while at his/her headquarters will be reimbursed for subsistence in accordance with the Commonwealth's existing Travel Expense Regulations M.D. 230.10.

b. An employee in non-overnight travel status on a scheduled workday will be reimbursed for subsistence up to the amount set forth in the Commonwealth's existing Travel Expense Regulations. Eligibility for reimbursement will be determined in accordance with the following criteria:

- (1) An employee must work a minimum of ten (10) consecutive hours in a single calendar day or a minimum of ten (10) consecutive hours in a period beginning in one calendar day and including those consecutive hours worked immediately after midnight into the second calendar day.
- (2) There will be no duplication of hours and a maximum of one subsistence allowance will be allowed in any one calendar day. This allowance will be granted irrespective of the geographical location of the officer while he/she is performing his/her work.

Section 8. The Employer shall grant two (2) days of leave per calendar year for each union representative, for a maximum of four (4) representatives and a total of eight (8) days. Within 30 days after the effective date of this Memorandum, the Unit shall submit in writing to the Employer the names of the four employees who shall be entitled to use the aforementioned leave.

Section 9. Employee benefits and working conditions now existing and not in conflict with the Memorandum shall remain in effect subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights.

Section 10. Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations.

Section 11. The Employer agrees to notify the Unit of any contemplated changes in policy which affect wages, hours or terms and conditions of employment prior to the implementation of such changes and to meet and discuss with the Unit concerning such changes upon request.

Section 12. Employees within the Unit will have the right, upon request, to review the contents of their personnel files, excepting therefrom any letters of recommendation dealing with the hiring of the employee. Such review will take place in the human resource office where the file is located at reasonable times and upon reasonable notice. No material may be removed or altered during this review; however, the employee may copy portions of the file in order to prepare for any arbitration hearing or other litigation. The employee shall have the right to submit a statement concerning any material in his/her file. Such statement shall become a part of his/her personnel file.

Section 13. Employees will be permitted to engage in outside employment under the appropriate circumstances in accordance with the Governor's Code of Conduct and agency policy.

Section 14. a. The Commonwealth shall provide each employee who has served honorably and retires under one of the following conditions his/her badge and Retirement ID Card at no cost:

- (1) Superannuation retirement (age 50)
- (2) Retirement with 25 years of service
- (3) Service-connected disability retirement

b. An employee who, at the time of retirement, has been found guilty of criminal charges or who is the subject of an investigation by the Bureau of Integrity and Professional Standards (BIPS) shall be excluded from the provisions set forth in Subsection a. above. If the results of the BIPS investigation determine the allegations to be unfounded or not-sustained, the employee's badge and Retirement ID Card will be released.

Section 15. The policies and procedures relating to the Employer's Corporate Card Program shall apply to employees in this unit.

Section 16. An annual uniform allowance of \$350 is granted to all members for the purpose of clothing maintenance. Payment is to be made at the discretion of the Commonwealth except that at least one-half is to be paid by June 30, and the other half is to be paid by December 31. If an employee has been in an active pay status for an aggregate of fewer than 200 working days during the preceding memorandum year, the allowance will be prorated.

Section 17. Employees whose office location is not owned or leased by the Commonwealth shall be paid \$55.00 per month, which will compensate the employee for the cost of providing office space.

Section 18. Irrespective of Section 4.a. of this Recommendation or Recommendation 20, Seniority, the Department may on a temporary basis effect an involuntarily transfer when an officer is the subject of an EEO, administrative, or criminal investigation which brings the officer into actual conflict with other employees at the work location to the extent that it would interfere with functions of the work location.

RECOMMENDATION NO. 15
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 AFSCME Council 13, American Federation of State, County and Municipal Employees, AFL-CIO and the Employer.

This jointly administered Fund is known as the Pennsylvania Employees Benefit Trust Fund (hereinafter Fund or PEBTF). The Fund shall conform to all existing and future Federal and Commonwealth statutes applicable to and controlling such Health and Welfare Fund.

Said Agreement and Declaration of Trust shall provide for equal representation on the Board of Trustees appointed by the Unions and the Employer. In addition, the Agreement and Declaration of Trust will allow the Fund to provide benefits to management level and retired employees, as well as employees represented by other unions and other Employers in the Commonwealth of Pennsylvania.

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

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

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

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

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

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

- (1) The first day of the quarter during which the average reserve would be less than three (3) months will be considered the "target date" for additional funding;
- (2) At least six (6) months prior to the target date, the Fund's actuary will review the projection and confirm that a funding adjustment is needed and the amount of such adjustment. If the need for a funding adjustment occurs in the first nine (9) months, this subparagraph shall not apply;
- (3) Should the Commonwealth not dispute the finding by the Fund's actuary that an adjustment is necessary, the Commonwealth will implement the funding adjustment at least ten (10) calendar days prior to the target date.
- (4) If either the Chairman of the Board, Secretary of the Board, any four (4) management or any four (4) union Trustees of the Board dispute the findings of Fund's actuary, the Chairman and the Secretary of the Board of Trustees will select a neutral actuary within five (5) business days to resolve the dispute and will forward their respective positions and any supporting documentation to the neutral actuary within five (5) business days of such selection. The neutral actuary may communicate and ask questions of the Fund's actuary provided, however, if such communications occur, the Finance Committee will have access to the discussions.

- (5) The neutral actuary shall render a decision within 30 calendar days of the receipt of said positions/documentation, which decision will be final and binding on the parties and must be implemented within ten (10) business days of its receipt by the parties.
- (6) The adjustment must be sufficiently large so as to restore the size of the reserve to a minimum of three months within 30 days following the target date.
- (7) Once the reserve exceeds the three (3) month equivalent, the contribution rate shall be reduced to the amount provided under this Section unless the parties agree that a new rate is necessary to maintain a three (3) month reserve.
- (8) It is understood and agreed to by the parties that the process outlined above is designed to ensure adequate funding for the PEBTF and not intended to place the financial status of the Fund in jeopardy.

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

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

g. No dispute over eligibility for benefits or over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any memorandum of understanding.

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 under any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Fund shall be limited to the contributions indicated under Subsections c. and d. above.

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

Section 3. The Fund shall continue to provide each permanent full-time active employee medical plan benefits, supplemental benefits and other benefits as determined and extended by the

Fund. In addition, it shall provide dependency coverage where the dependents of the employee qualify.

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

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

July 2019 – June 2023	2.5%
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Employee contributions shall be effective the first full pay period in July of the periods specified above. Biweekly gross base salary as used throughout this Recommendation excludes premium or supplemental payments such as overtime, shift differentials, higher class pay, etc.

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

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

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

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

c. The parties agreed to an evaluation process with respect to the reserve levels of the Fund to determine if an employee contribution is necessary. Under this process, if the Fund's actuary certifies that a three (3) month reserve of projected claims and expenses has been achieved and will be maintained for at least six (6) months, the Trustees will evaluate whether employee cost sharing for employees hired before August 1, 2003, can be reduced or eliminated, provided that at no time shall any such reduction or elimination of cost sharing result in the reserve being reduced below the three (3) months of total projected claims and expenses. Should the Trustees, after evaluating the employee cost sharing, decide that contributions by employees hired before August 1, 2003 will be reduced or eliminated, the reserve will be reviewed on a six (6) month basis by the Fund's actuary. If the actuary certifies that the amount of the reserve has dropped below the three (3) month level, such contributions will resume immediately at the levels established in this Memorandum, 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 Recommendation.

d. (1) For the first six (6) months of employment, the employee will be offered single coverage in the least costly medical plan offered and available in his/her area, with no supplemental benefits. The employee may opt to purchase medical coverage for the employee's qualifying dependents in the same medical plan as the employee, and/or may opt to purchase a more costly plan in the area by paying the difference in cost between the least costly and the more costly plan, in addition to the employee contribution required under 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 Recommendation. An employee who is only enrolled as a spouse of another PEBTF covered employee is not subject to any required employee contributions.

f. Employee contributions under this Recommendation will be paid to the Fund on a biweekly basis as soon as is practicable using the Employer's standard methods for transferring money. The parties intend that these contributions will be submitted in a more accelerated

manner than the Employer contributions. Any employee contributions made pursuant to this Recommendation will be made on a pre-tax basis.

Section 4. a. Permanent employees who are granted leave without pay in accordance with Recommendation 9 (Leaves of Absence), Recommendation 21 (Work-Related Injuries) or Recommendation 23 (FMLA Leave) may continue to receive benefits as described in those recommendations and as determined and extended by the Fund.

b. Permanent part-time employees and those permanent full-time employees who are placed on suspension or who are granted leave without pay for any reason other than leave without pay in accordance with the recommendations specified in a. above for longer than one full pay period or for longer than the applicable periods specified in the recommendations 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. 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 4.a. and 50% contributions for permanent part-time employees for the period of time for which they are entitled to benefits under Subsection a.

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

Section 5. Spousal Eligibility

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

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

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

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

- (1) For State Employees' Retirement System or the Public School Employees' Retirement System members, an employee is deemed retired when the employee applies for and receives retirement benefits.
- (2) For State Employees Defined Contribution Plan participants, an employee is deemed retired when they receive a full distribution from their defined contribution plan.
- (3) Superannuation age, for the express purposes of this Section and Article 9 Section 7.b.(1) only, shall be defined as follows:
 - a. For State Employees Defined Contribution Plan participants, it shall be 67 years old.
 - b. For State Employees' Retirement System or the Public School Employees' Retirement System members it is defined by the State Employees Retirement Code.
- (4) For State Employees Defined Contribution Plan participants, credited service will be determined in the same manner as State Employees' Retirement System members.
- (5) The phrase "Commonwealth employee" shall be limited to service earned through an employing agency eligible to participate in the Commonwealth's Life Insurance Program.
- (6) The phrase "retirement system" shall be limited to the State Employees' Retirement System and or Public School Employees' Retirement System, TIAA-CREF, State Employees Defined Contribution Plan, or other approved retirement systems.

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

amended or modified by the Employer from time-to-time.

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

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

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

e. The Employer shall continue to pay the cost of coverage subject to required retiree contribution rates, for retirees who retire under (1), (2), (3), (4) or (5) below and who have elected REHP coverage:

- (1) Retirement at or after superannuation age with at least 20 years of credited service, except that
 - (a) an employee who leaves State employment prior to superannuation age and subsequently retires at or after superannuation age must have 25 years of credited service,
 - (b) an employee who is furloughed prior to superannuation age and subsequently retires at or after superannuation age during the recall period must have 20 or more years of credited service,

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

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

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

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

- (3) Other retirement with at least 25 years of credited service, except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the Retired Employees Health Program prior to the most recent rehire period, this three year requirement will not apply.
- (4) For purposes of eligibility for REHP coverage under this Section, credited service earned on or after July 1, 2007, will be limited to service as a Commonwealth

employee which otherwise counts as credited service under the retirement 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.

RECOMMENDATION NO. 16 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. However, the amount of life insurance coverage will be reduced at age 70 to 65% of that amount previously in effect and at age 75 to 50% of that coverage amount previously in effect.

Section 2. Permanent employees who are granted leave without pay in accordance with Recommendation 9 (Leaves of Absence), Recommendation 21 (Work-Related Injury), and Recommendation 23 (FMLA Leave), will continue to receive 100% State-paid coverage under the

current life insurance plan as described in those recommendations. When the entitlements to benefits end under those recommendations, employees may continue in the life insurance program by paying the entire premium. Coverage may continue for up to a total of one year, including both leave with benefits and leave without benefits.

Section 3. The Employer shall 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.

Section 4. Any monies payable under the provisions of Section 3 of this Recommendation or under Act 101 of 1976 shall reduce by an equivalent amount the monies payable under any other accidental death and dismemberment policy wholly paid by the Employer.

RECOMMENDATION NO. 17 CLASSIFICATION

Section 1. The position classification plan consists of a schedule of class titles with class specifications for each class which define and describe representative duties and responsibilities and sets forth the minimum requirements and qualifications essential to the performance of the work of the class.

If an employee considers his/her position to be improperly classified, the employee may process an appeal for a reallocation of his/her position through the Expedited Classification Grievance Procedure as follows:

STEP 1: Prior to January 1, 2020, the Employee or the Association will present the grievance to the agency Human Resource Director or his or her designee. The Employee or the Association will also provide an informational copy of the grievance to their institutional, regional or district Human Resources Office where applicable. The Employee or the Association shall attach to the grievance a description of the job. The Employer will respond in writing within 45 working days of receipt of the grievance.

Effective January 1, 2020, STEP 1 of the Expedited Classification Grievance procedure shall operate as follows: 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). 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.

STEP 2: In the event that a grievance which is filed to Step 1 prior to January 1, 2020 is not satisfactorily resolved, the Employee or the Association may submit a written appeal to the Office of Administration, Classification and Pay Division within 15 working days after the Employer's Step 1 response is due. The Office of Administration will then have 45 working days to respond in writing to the grievance appeal at this level. Decisions made prior to Step 2 may be reversed by the Office of Administration.

The decision of the Office of Administration shall be final, binding and determinative of the issue.

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.

Section 2. The Unit recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

An employee who is assigned to perform, in general, the duties and responsibilities of a higher rated classification for a period of any five (5) full cumulative days in a calendar quarter will be considered temporarily reassigned. The employee will be paid, retroactive to the beginning of the reassignment, for each full day worked in the reassigned period. This amount will be four and one-half percent above the employee's current rate of pay or the starting rate of the pay range for the higher class, whichever is greater. Once the requirement for the five full cumulative day threshold has been met, payment will be included in the biweekly paycheck. An employee who is absent for any paid leave days while reassigned will not be paid at the higher rate for such absence. Upon completion of the temporary assignment, the employee will be returned to his/her former position and pay, including all increments and service credits to which the employee would have been entitled had he/she remained in his/her former position.

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.

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 3. The Employer shall notify the Unit of class specification and pay scale group revisions to classes presently included within this unit as well as class specifications and pay scale groups of proposed classes that the Employer may reasonably anticipate will be placed in this unit prior to the submission of these changes to the Executive Board of the Commonwealth. The Unit will submit acknowledgement of the receipt of the proposed changes and its comments, in writing, to the Employer within 15 working days of receipt of the notification. If written comments are not received from the Unit within 15 working days, the Employer will contact the Unit, by telephone, before submitting the proposals to the Executive Board. Reasonable written requests by the Unit for time extensions will be granted.

RECOMMENDATION NO. 18 CIVIL LEAVE

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

Section 2. Permanent employees who are parties in administrative hearings before a Workers' Compensation Judge or Workers' Compensation Appeal Board shall be granted leave with pay while attending such hearing. 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, Worker's 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 Recommendation is intended to mean only the following courts: Minor Judiciary Court, Courts of Common Pleas, Commonwealth Court and the United States District Court.

RECOMMENDATION NO. 19
MILITARY LEAVE

Employees shall be eligible for military leave as provided by Title 38, U.S. Code, Act 174 and the Commonwealth's Personnel Rules, including amendments.

RECOMMENDATION NO. 20
SENIORITY

Section 1. a. Layoffs or furloughs of employees in each Agency shall be made in the inverse order of seniority within the unit. Seniority for purposes of layoffs or furloughs shall be determined to be the length of continuous service (as defined in Section 3) within the Unit.

b. Seniority for vacation selection and transfers in this Memorandum of Understanding shall be defined as length of service in the unit. In the case of a tie, total combined length of service in the K-5 and K-4 Unit shall apply. If a tie still exists, total Commonwealth service shall be utilized. Any remaining tie will be determined by lot.

Section 2. 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 period plus the number of hours of military leave without pay; leave without pay for union business in accordance with Recommendation 9, Section 3; and FMLA leave without pay in accordance with Recommendation 23 will be accumulated. This total number of hours will be divided by eight (8) and rounded up to the next higher day. The result will be added to the employee's accumulated total.

Section 3. 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 seniority. If an employee is returned within one (1) year after such break in service, he/she shall be entitled to credit for seniority purposes the time accrued up to the time break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.

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

Section 4. If all affected employees within a class are not regular status members of the classified service, all emergency employees will be separated before any temporary employees,

all 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.

Section 5. The Employer shall establish a preference list for those persons who have been furloughed or laid off under the provisions of this Recommendation in the inverse order of such layoff or furlough. This list shall remain in effect for a period of one (1) year and shall be used in the order of seniority to fill vacancies within a classification from which the persons on the preference list may have been furloughed or laid off. In the event a person refuses an offer of a position under this Section, he/she shall be dropped from the list. During the period that employees are on a recall list, they shall keep the Employer informed of any changes in address. The Employer shall not be liable if an employee is not offered recall because of a failure to notify the Employer of a change of address. Changes in address shall be transmitted to the appropriate Agency Human Resource Director. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights as of the date of the approval of benefits by the State Employees' Retirement Board.

Section 6. Employees who served in the Armed Forces of the United States during periods of war in which the United States was or is engaged as listed below shall be responsible for providing proof of military service to their human resource officer within 60 days of their first day of work or 60 days after discharge or release from active duty during a current period of war in order to receive seniority credit in accordance with the Veteran's Preference Act 51 Pa.C.S.7101. Failure to provide the required proof of service during the time period shall bar the employee or union from claiming credit for such service at a later date.

Applicable periods of war are as follows:

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

RECOMMENDATION NO. 21 WORK-RELATED INJURIES

Section 1. a. An employee who sustains a work-related injury, during the period of this Memorandum, as the result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Program, shall be entitled to use accumulated sick 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 (8 hours) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of nine (9) months (274 calendar days) or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond nine (9) months (274 calendar days) until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of nine (9) months (274 calendar days) extend beyond three years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 10 may apply.

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 Recommendations 15 and 16 will continue for the period of time that the employee is on leave under Sections 1.a. and 10 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 Recommendation 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 overpayment. In no case shall an employee be entitled to full pay and workers' compensation and/or social security for the same period. The Employer shall recover any amount in excess of the paid supplement to workers' compensation as described in Section 1.a. Failure to apply for or report social security or other applicable disability benefits to the Employer will result in the termination of the leave under Section 1.a.

Section 6. An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury

occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Recommendation 20, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Section 1.a. or Section 10, where applicable, and the end of the guarantee in this Section, the employee will be on leave without pay.

During the three-year period, employees who are not fully capable of performing the duties of their position shall have, upon request, a right to return to an available position in a lower classification, within the same geographical/organizational limitation as the seniority unit, to which there are no seniority claims and which the agency intends to fill, provided the employee meets the minimum requirements and qualifications essential to the work of the classification and the employee is fully capable of performing the duties of the position. If an employee returns to a position in a lower classification, the employee will be demoted in accordance with the Commonwealth's Personnel Rules, but shall maintain the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred, provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Recommendation 20, Seniority.

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

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 Memorandum, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use sick or annual leave for the purpose of continued medical treatment of the work-related injury in accordance with Recommendations 7, 8 and 10. 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. Sections 1 through 8 and 10 through 13 of this Recommendation shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended or Act 632 of 1959, P.L. 1718, as amended.

Section 10. An employee who is disabled due to a recurrence of a work-related injury after three years from the date the injury occurred, or before three years if the leave entitlement in 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 11. It is understood by both parties that the provisions of this Recommendation are consistent with the Family and Medical Leave Act of 1993, 29 USC Sections 2601 et seq. and that leave granted in accordance with Sections 1 and 10 shall be designated as leave under the provisions of the Act.

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

Section 13. 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 Recommendation, it is agreed that the health and life insurance entitlements outlined in this Recommendation will not be diminished.

RECOMMENDATION NO. 22 MISCELLANEOUS PROVISIONS

Section 1. The above Recommendations are subject to the approval of the appropriate Board or Commission or the enactment of implementing legislation by the Legislature of the Commonwealth of Pennsylvania. It is understood that this Memorandum and Recommendations contained herein, whether or not implemented in whole or in part, do not and shall not constitute a collective bargaining agreement or contract binding on the parties.

Section 2. The Commonwealth and the Association agree to treat smokeless tobacco and electronic smoking devices in the same manner in which other tobacco usage at the worksite is treated.

Section 3. The Employer shall have the right to establish drug and alcohol testing 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.

Section 4. The Department's Uniforms and Personal Appearance Policy will apply to this unit's members with the exception of the "Beards and Mustaches" section. Employees of this unit will be permitted to have beards and/or mustaches with the following stipulations:

- a. If an employee chooses to have a mustache, the mustache may not extend beyond the edges of the mouth and will not fall below the upper lip.
- b. If an employee chooses to have a beard, it must be closely cropped, no longer than one-half (1/2) inch in length.

It is understood that the District Office Commander has ultimate discretion and enforcement authority for this policy.

**RECOMMENDATION NO. 23
FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE**

Section 1. General

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

- b. FMLA leave shall be granted for the following reasons:
- (1) when the illness or disability is due to an employee's serious health condition;
 - (2) when attending to the medical needs of a spouse, domestic partner, parent, son or daughter or other person qualifying as a dependent who has a serious health condition;

- (3) when becoming parents through childbirth or formal adoption or placement of a child with an employee for foster care;
- (4) when a qualifying exigency event related to a family member who is a military servicemember occurs; or,
- (5) when an employee attends to the serious injury or illness of a covered servicemember or veteran who is a family member.

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

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

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

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

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

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

e. This Recommendation shall not apply to a compensable work-related injury. For non-compensable workers' compensation claims, Subsection 10.a. of this Recommendation applies. When the employee does not meet eligibility requirements for leave under Subsection 10.a. of this Recommendation, up to 13 weeks (91 calendar days) of leave without pay with benefits may be granted.

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

poses a direct threat to life or to the vital function of major bodily systems or organs, and would cause the employee to take leave without pay or terminate employment. All accrued and anticipated leave must be used before granting leave without pay under this Subsection. Such leave without pay used will run concurrently with and reduce the entitlement.

Section 2. Granting Leave

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

- (1) For an employee with a serious health condition, proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return is required.
- (2) For an employee caring for family members, documentation supporting the need for care is required.
- (3) For an employee who becomes a parent, documentation is required and FMLA leave shall begin whenever the employee requests on or after the birth, adoption or foster care placement; however, it may be used prior to the date of custody or placement when required for adoption or placement to proceed, and no FMLA leave shall be granted beyond one year from the date of birth, of assuming custody of an adopted child or of placement of a foster child.

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

Section 3. Re-employment

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

b. Upon the expiration of the re-employment rights under Subsection a. or Subsection c, and upon written request to return to work, a permanent employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the extension period, any position in the same classification, in a lower classification in the same classification series, or a position previously

held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the entitlement in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

In those instances in which a seniority unit includes several work sites, it is understood that an employee's right to reemployment as set forth in this section will be to a position at the work site in which the employee was assigned to work prior to the FMLA leave for absences under Section 1.a., providing that a position in the employee's classification continues to exist at the work site and further provided that the employee is not subject to a transfer or furlough as provided for in Recommendation 20.

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 Recommendation. If any paid leave is used, it will run concurrently with and reduce the entitlements under Sections 1.a. and 1.c. of this Recommendation. Unused leave shall be carried over until return. An employee shall not earn annual and sick leave while on leave without pay. Holidays will be earned based on Recommendation 6, Holidays.

b. An employee may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used during the 12 week entitlement as certified by a physician; such sick leave used will run concurrently with and reduce the entitlement. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 week entitlement will be reviewed for approval under the provisions of Recommendation 8; 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 Recommendation.

Section 6. Benefits

a. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 15 and 16 will continue during FMLA leave under Section 1.a. and for the benefit-eligible period of leave under Section 1.c. of this Recommendation.

b. The continuation of benefits under this Recommendation is subject to the employee's payment of any required employee contribution under Recommendation 15, Section 3.

Section 7. Definitions

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

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

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

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

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

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

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

**RECOMMENDATION NO. 24
DUES DEDUCTION**

Section 1. The Employer agrees to deduct dues biweekly from all employees who are members of the Union. The amounts to be deducted shall be certified to the Employer by the Unit, and the aggregate deductions of all Union members shall be remitted together with an itemized statement to the Unit by the last day of the succeeding month, after such deductions are made.

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

Section 3. Dues deductions will be resumed for employees upon their return from a leave of absence without pay or recall from furlough.

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

RECOMMENDATION 25
PRESERVATION OF SUPERVISORY UNIT WORK

Section 1. The Employer may contract out such work as it deems necessary, provided the reasons are not arbitrary or capricious, nor in conflict with existing statutes, rules or regulations.

Section 2. In those cases where the Employer is considering entering into a new contract or renewing or modifying an existing contract which may have or which has had an adverse impact on supervisory unit jobs, the Employer shall provide the Unit with as much advance notice as possible. Prior to executing any such new contract or renewal or modification of an existing contract as described above, the Employer, upon request of the Unit, agrees to meet and discuss with the Unit concerning the reasons for such contract and concerning the impact on the supervisory unit of the proposed contract or renewal or modification of an existing contract. In the event an agreement is not reached as a result of meet and discuss under this Recommendation, the Employer shall be free to execute the proposed contract or to renew or modify an existing contract.

Section 3. This Memorandum will not be construed so as to prevent managerial, other non-Memorandum supervisory unit state employees, or other bargaining unit state employees from performing Memorandum supervisory unit work consistent with operational and organizational requirements.

Section 4. The Employer and the Unit acknowledge the above represents the results of meet and discuss conducted under and in accordance with the Public Employe Relations Act and constitutes the full and complete understanding regarding the issues of contracting out supervisory unit work.

RECOMMENDATION 26
LEAVE DONATION PROGRAM

Section 1. Permanent employees may donate annual leave to a designated permanent employee in the employee's agency who has used all accrued paid leave and anticipated annual leave for the current leave calendar year. The leave is to be used for the recipient's own catastrophic or severe injury or illness, the catastrophic or severe injury or illness of a family member, or for absences related to an organ donation by the recipient. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Recommendation 8, Section 6.

Section 2. Recipients

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

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

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

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

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

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

f. The absence due to an organ donation, or the catastrophic or severe illness or injury of the employee or a catastrophic or severe illness or injury of a family member must be for more than 20 workdays in the current leave calendar year. The 20-workday absence may be accumulated on an intermittent basis if properly documented as related to the organ donation or the same catastrophic or severe illness or injury. Annual, sick (for employee's own serious health condition), sick family (for the serious health condition of a family member), holiday, compensatory, or unpaid leave may be used during the accumulation period. A separate accumulation period must be met for each organ donation, or catastrophic or severe illness or injury and for each leave calendar year in which donated leave is used. Donated leave may not be applied to the required 20-workday accumulation period.

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

(1) For an employee's own organ donation, or catastrophic or severe injury or illness, all accrued annual, sick, holiday, and compensatory leave and all

anticipated annual and sick leave for the current leave calendar year must be used.

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

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

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

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

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

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

Section 3. Donors

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

b. Donations must be made in increments of one day (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 (40.0 hours). Anticipated personal leave may not be donated.

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

d. Unused donations are returned to the donor if: the recipient or family member recovers, dies, or separates before the donor's leave is used; or if the recipient does not use the leave by the end of the leave calendar year, and is expected to either return to work within 20 workdays or to have sufficient anticipated 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 Recommendation 8, Section 6.

Section 4. The provisions of this Recommendation are not grievable under Recommendation 13 of this Memorandum.

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

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

EFFECTIVE PERIOD

The Recommendations shall be effective for the period commencing July 1, 2019, except as otherwise provided herein, and ending June 30, 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 Employes Relations Act.

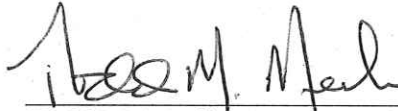
This Memorandum is executed by the parties hereto on this 6 day of DECEMBER 2019

Commonwealth of Pennsylvania



Michael Newsome
Secretary
Office of Administration

Pennsylvania State Police
Enforcement Officers 3
Meet and Discuss



Todd M. Merlina
Chief Spokesperson
Association of Liquor Enforcement
Supervisors

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

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

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

PAY SCALE LEVEL	PAY SCALE GROUP 1		PAY SCALE GROUP 2		PAY SCALE GROUP 3		PAY SCALE GROUP 4		PAY SCALE GROUP 5		PAY SCALE GROUP 6		PAY SCALE GROUP 7		PAY SCALE GROUP 8		PAY SCALE GROUP 9		PAY SCALE GROUP 10	
	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*
11	15.11	29,555	16.98	33,213	19.20	37,555	21.72	42,484	24.74	48,391	28.22	55,198	32.23	63,042	36.80	71,981	41.93	82,015	47.94	93,771
	1,133.25	29,555	1,273.50	33,213	1,440.00	37,555	1,629.00	42,484	1,855.50	48,391	2,116.50	55,198	2,417.25	63,042	2,760.00	71,981	3,144.75	82,015	3,595.50	93,771
12	15.38	30,083	17.37	33,976	19.60	38,338	22.18	43,384	25.27	49,428	28.88	56,489	32.96	64,470	37.60	73,546	42.91	83,932	48.98	95,805
	1,153.50	30,083	1,302.75	33,976	1,470.00	38,338	1,663.50	43,384	1,895.25	49,428	2,166.00	56,489	2,472.00	64,470	2,820.00	73,546	3,218.25	83,932	3,673.50	95,805
13	15.74	30,787	17.73	34,680	20.00	39,120	22.65	44,303	25.84	50,543	29.52	57,741	33.71	65,937	38.44	75,189	43.90	85,868	50.09	97,976
	1,180.50	30,787	1,329.75	34,680	1,500.00	39,120	1,698.75	44,303	1,938.00	50,543	2,214.00	57,741	2,528.25	65,937	2,883.00	75,189	3,292.50	85,868	3,756.75	97,976
14	16.03	31,355	18.09	35,384	20.44	39,981	23.14	45,262	26.45	51,736	30.14	58,954	34.43	67,345	39.30	76,871	44.83	87,687	51.19	100,128
	1,202.25	31,355	1,356.75	35,384	1,533.00	39,981	1,735.50	45,262	1,983.75	51,736	2,260.50	58,954	2,582.25	67,345	2,947.50	76,871	3,362.25	87,687	3,839.25	100,128
15	16.37	32,020	18.47	36,127	20.84	40,763	23.63	46,220	27.01	52,832	30.86	60,362	35.22	68,890	40.19	78,612	45.85	89,683	52.33	102,357
	1,227.75	32,020	1,385.25	36,127	1,563.00	40,763	1,772.25	46,220	2,025.75	52,832	2,314.50	60,362	2,641.50	68,890	3,014.25	78,612	3,438.75	89,683	3,924.75	102,357
16	16.72	32,704	18.86	36,890	21.27	41,604	24.18	47,296	27.60	53,986	31.56	61,731	35.99	70,396	41.06	80,313	46.89	91,717	53.49	104,626
	1,254.00	32,704	1,414.50	36,890	1,595.25	41,604	1,813.50	47,296	2,070.00	53,986	2,367.00	61,731	2,699.25	70,396	3,079.50	80,313	3,516.75	91,717	4,011.75	104,626
17	16.98	33,213	19.20	37,555	21.72	42,484	24.74	48,391	28.22	55,198	32.23	63,042	36.80	71,981	41.93	82,015	47.94	93,771	54.73	107,052
	1,273.50	33,213	1,440.00	37,555	1,629.00	42,484	1,855.50	48,391	2,116.50	55,198	2,417.25	63,042	2,760.00	71,981	3,144.75	82,015	3,595.50	93,771	4,104.75	107,052
18	17.37	33,976	19.60	38,338	22.18	43,384	25.27	49,428	28.88	56,489	32.96	64,470	37.60	73,546	42.91	83,932	48.98	95,805	55.94	109,419
	1,302.75	33,976	1,470.00	38,338	1,663.50	43,384	1,895.25	49,428	2,166.00	56,489	2,472.00	64,470	2,820.00	73,546	3,218.25	83,932	3,673.50	95,805	4,195.50	109,419
19	17.73	34,680	20.00	39,120	22.65	44,303	25.84	50,543	29.52	57,741	33.71	65,937	38.44	75,189	43.90	85,868	50.09	97,976	57.15	111,785
	1,329.75	34,680	1,500.00	39,120	1,698.75	44,303	1,938.00	50,543	2,214.00	57,741	2,528.25	65,937	2,883.00	75,189	3,292.50	85,868	3,756.75	97,976	4,286.25	111,785
20	18.09	35,384	20.44	39,981	23.14	45,262	26.45	51,736	30.14	58,954	34.43	67,345	39.30	76,871	44.83	87,687	51.19	100,128	58.44	114,309
	1,356.75	35,384	1,533.00	39,981	1,735.50	45,262	1,983.75	51,736	2,260.50	58,954	2,582.25	67,345	2,947.50	76,871	3,362.25	87,687	3,839.25	100,128	4,583.00	114,309

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

COMMONWEALTH OF PENNSYLVANIA

40 HOUR STANDARD PAY SCHEDULE

EFFECTIVE JULY 1, 2019

40

40

PAY SCALE TYPE ST

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

COMMONWEALTH OF PENNSYLVANIA

40 HOUR STANDARD PAY SCHEDULE

40

EFFECTIVE JULY 1, 2019

PAY SCALE TYPE ST

40

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

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

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

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

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

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

COMMONWEALTH OF PENNSYLVANIA

40 HOUR STANDARD PAY SCHEDULE

EFFECTIVE OCTOBER 1, 2020

40

PAY SCALE TYPE ST

40

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

COMMONWEALTH OF PENNSYLVANIA

40 HOUR STANDARD PAY SCHEDULE

40

EFFECTIVE OCTOBER 1, 2020

PAY SCALE TYPE ST

40

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

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

PAY SCALE LEVEL	PAY SCALE GROUP 1		PAY SCALE GROUP 2		PAY SCALE GROUP 3		PAY SCALE GROUP 4		PAY SCALE GROUP 5		PAY SCALE GROUP 6		PAY SCALE GROUP 7		PAY SCALE GROUP 8		PAY SCALE GROUP 9		PAY SCALE GROUP 10	
	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*
1	12.95	971.25	14.61	1,095.75	16.45	1,233.75	18.53	1,389.75	20.91	1,568.25	23.68	1,776.00	27.02	2,026.50	30.86	2,314.50	35.24	2,643.00	40.19	3,014.25
		25,330		28,577		32,176		36,245		40,900		46,318		52,851		60,362		68,929		78,612
2	13.24	993.00	14.88	1,116.00	16.76	1,257.00	18.91	1,418.25	21.37	1,602.75	24.19	1,814.25	27.65	2,073.75	31.51	2,363.25	36.00	2,700.00	41.09	3,081.75
		25,897		29,105		32,783		36,988		41,800		47,316		54,083		61,634		70,416		80,372
3	13.50	1,012.50	15.15	1,136.25	17.12	1,284.00	19.31	1,448.25	21.79	1,634.25	24.70	1,852.50	28.24	2,118.00	32.27	2,420.25	36.82	2,761.50	42.01	3,150.75
		26,406		29,633		33,487		37,770		42,621		48,313		55,237		63,120		72,020		82,172
4	13.75	1,031.25	15.49	1,161.75	17.48	1,311.00	19.72	1,479.00	22.24	1,668.00	25.28	1,896.00	28.85	2,163.75	32.99	2,474.25	37.63	2,822.25	42.93	3,219.75
		26,895		30,298		34,191		38,572		43,501		49,448		56,431		64,528		73,604		83,971
5	14.04	1,053.00	15.80	1,185.00	17.75	1,331.25	20.07	1,505.25	22.70	1,702.50	25.86	1,939.50	29.50	2,212.50	33.69	2,526.75	38.48	2,886.00	43.84	3,288.00
		27,462		30,905		34,719		39,257		44,401		50,582		57,702		65,898		75,267		85,751
6	14.28	1,071.00	16.08	1,206.00	18.16	1,362.00	20.49	1,536.75	23.19	1,739.25	26.42	1,981.50	30.20	2,265.00	34.46	2,584.50	39.31	2,948.25	44.86	3,364.50
		27,932		31,452		35,521		40,078		45,360		51,678		59,071		67,404		76,890		87,746
7	14.61	1,095.75	16.45	1,233.75	18.53	1,389.75	20.91	1,568.25	23.68	1,776.00	27.02	2,026.50	30.86	2,314.50	35.24	2,643.00	40.19	3,014.25	45.90	3,442.50
		28,577		32,176		36,245		40,900		46,318		52,851		60,362		68,929		78,612		89,780
8	14.88	1,116.00	16.76	1,257.00	18.91	1,418.25	21.37	1,602.75	24.19	1,814.25	27.65	2,073.75	31.51	2,363.25	36.00	2,700.00	41.09	3,081.75	46.87	3,515.25
		29,105		32,783		36,988		41,800		47,316		54,083		61,634		70,416		80,372		91,678
9	15.15	1,136.25	17.12	1,284.00	19.31	1,448.25	21.79	1,634.25	24.70	1,852.50	28.24	2,118.00	32.27	2,420.25	36.82	2,761.50	42.01	3,150.75	47.94	3,595.50
		29,633		33,487		37,770		42,621		48,313		55,237		63,120		72,020		82,172		93,771
10	15.49	1,161.75	17.48	1,311.00	19.72	1,479.00	22.24	1,668.00	25.28	1,896.00	28.85	2,163.75	32.99	2,474.25	37.63	2,822.25	42.93	3,219.75	49.03	3,677.25
		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	2	3	4	5	6	7	8	9	10
11 Hourly	15.80	17.75	20.07	22.70	25.86	29.50	33.69	38.48	43.84	50.12
11 Biweekly	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	3,759.00
11 Annual*	30,905	34,719	39,257	44,401	50,582	57,702	65,898	75,267	85,751	98,035
12 Hourly	16.08	18.16	20.49	23.19	26.42	30.20	34.46	39.31	44.86	51.21
12 Biweekly	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	3,840.75
12 Annual*	31,452	35,521	40,078	45,360	51,678	59,071	67,404	76,890	87,746	100,167
13 Hourly	16.45	18.53	20.91	23.68	27.02	30.86	35.24	40.19	45.90	52.37
13 Biweekly	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	3,927.75
13 Annual*	32,176	36,245	40,900	46,318	52,851	60,362	68,929	78,612	89,780	102,436
14 Hourly	16.76	18.91	21.37	24.19	27.65	31.51	36.00	41.09	46.87	53.52
14 Biweekly	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	4,014.00
14 Annual*	32,783	36,988	41,800	47,316	54,083	61,634	70,416	80,372	91,678	104,685
15 Hourly	17.12	19.31	21.79	24.70	28.24	32.27	36.82	42.01	47.94	54.71
15 Biweekly	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	4,103.25
15 Annual*	33,487	37,770	42,621	48,313	55,237	63,120	72,020	82,172	93,771	107,013
16 Hourly	17.48	19.72	22.24	25.28	28.85	32.99	37.63	42.93	49.03	55.92
16 Biweekly	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	4,194.00
16 Annual*	34,191	38,572	43,501	49,448	56,431	64,528	73,604	83,971	95,903	109,380
17 Hourly	17.75	20.07	22.70	25.86	29.50	33.69	38.48	43.84	50.12	57.22
17 Biweekly	1,331.25	1,505.25	1,702.50	1,939.50	2,212.50	2,526.75	2,886.00	3,288.00	3,759.00	4,291.50
17 Annual*	34,719	39,257	44,401	50,582	57,702	65,898	75,267	85,751	98,035	111,922
18 Hourly	18.16	20.49	23.19	26.42	30.20	34.46	39.31	44.86	51.21	58.49
18 Biweekly	1,362.00	1,536.75	1,739.25	1,981.50	2,265.00	2,584.50	2,948.25	3,364.50	3,840.75	4,386.75
18 Annual*	35,521	40,078	45,360	51,678	59,071	67,404	76,890	87,746	100,167	114,406
19 Hourly	18.53	20.91	23.68	27.02	30.86	35.24	40.19	45.90	52.37	59.75
19 Biweekly	1,389.75	1,568.25	1,776.00	2,026.50	2,314.50	2,643.00	3,014.25	3,442.50	3,927.75	4,481.25
19 Annual*	36,245	40,900	46,318	52,851	60,362	68,929	78,612	89,780	102,436	116,871
20 Hourly	18.91	21.37	24.19	27.65	31.51	36.00	41.09	46.87	53.52	61.10
20 Biweekly	1,418.25	1,602.75	1,814.25	2,073.75	2,363.25	2,700.00	3,081.75	3,515.25	4,014.00	4,582.50
20 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

40

EFFECTIVE OCTOBER 1, 2021

PAY SCALE TYPE ST

40

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

40

40

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

**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	Biweekly	Hourly	Biweekly	Hourly	Biweekly	Hourly	Biweekly	Hourly	Biweekly	Hourly	Biweekly	Hourly	Biweekly	Hourly	Biweekly	Hourly	Biweekly	Hourly	Biweekly		
1	13.27	995.25	14.98	1,123.50	16.86	1,264.50	18.99	1,424.25	21.43	1,607.25	24.27	1,820.25	27.70	2,077.50	31.63	2,372.25	36.12	2,709.00	41.19	3,089.25	41.19	3,089.25
	Annual*	25,956	29,301	32,978	37,144	41,917	47,472	54,181	61,868	70,651	80,568	93,966	109,118	126,176	145,433	167,179	192,000	220,000	251,000	285,000	322,000	360,000
2	13.57	1,017.75	15.25	1,143.75	17.18	1,288.50	19.38	1,453.50	21.90	1,642.50	24.79	1,859.25	28.34	2,125.50	32.30	2,422.50	36.90	2,767.50	42.12	3,159.00	42.12	3,159.00
	Annual*	26,543	29,829	33,604	37,907	42,836	48,489	55,433	63,179	72,176	82,387	93,966	107,000	121,500	137,500	155,000	174,000	194,500	216,500	240,000	265,000	291,000
3	13.84	1,038.00	15.53	1,164.75	17.55	1,316.25	19.79	1,484.25	22.33	1,674.75	25.32	1,899.00	28.95	2,171.25	33.08	2,481.00	37.74	2,830.50	43.06	3,159.00	43.06	3,159.00
	Annual*	27,071	30,377	34,328	38,709	43,677	49,526	56,626	64,704	74,443	84,925	97,225	111,000	126,250	143,000	161,250	181,000	202,250	225,000	249,250	275,000	302,250
4	14.09	1,056.75	15.88	1,191.00	17.92	1,344.00	20.21	1,515.75	22.80	1,710.00	25.91	1,943.25	29.57	2,217.75	33.81	2,535.75	38.57	2,892.75	44.00	3,300.00	44.00	3,300.00
	Annual*	27,560	31,061	35,052	39,531	44,597	50,680	57,839	66,132	75,443	85,864	97,400	110,000	123,750	138,625	154,625	171,875	190,375	210,125	231,125	253,375	276,875
5	14.39	1,079.25	16.20	1,215.00	18.19	1,364.25	20.57	1,542.75	23.27	1,745.25	26.51	1,988.25	30.24	2,268.00	34.55	2,589.75	39.44	2,958.00	44.94	3,370.50	44.94	3,370.50
	Annual*	28,147	31,687	35,580	40,235	45,516	51,854	59,149	67,145	76,145	86,145	97,250	109,500	122,875	137,375	153,000	169,750	187,750	207,000	227,500	249,250	272,250
6	14.64	1,098.00	16.48	1,236.00	18.61	1,395.75	21.00	1,575.00	23.77	1,782.75	27.08	2,031.00	30.96	2,322.00	35.32	2,649.00	40.29	2,921.75	45.98	3,448.50	45.98	3,448.50
	Annual*	28,636	32,235	36,401	41,076	46,494	52,968	60,558	69,086	78,807	89,937	102,625	116,875	132,750	149,250	167,375	187,000	208,250	230,250	253,000	276,500	300,750
7	14.98	1,123.50	16.86	1,264.50	18.99	1,424.25	21.43	1,607.25	24.27	1,820.25	27.70	2,077.50	31.63	2,372.25	36.12	2,709.00	41.19	2,921.75	47.05	3,528.75	47.05	3,528.75
	Annual*	29,301	32,978	37,144	41,917	47,472	54,181	61,868	70,651	80,568	92,000	105,000	119,500	135,500	153,000	172,000	192,500	214,500	238,000	263,000	288,500	315,000
8	15.25	1,143.75	17.18	1,288.50	19.38	1,453.50	21.90	1,642.50	24.79	1,859.25	28.34	2,125.50	32.30	2,422.50	36.90	2,767.50	42.12	2,921.75	48.04	3,603.00	48.04	3,603.00
	Annual*	29,829	33,604	37,907	42,836	48,489	55,433	63,179	72,176	82,387	93,966	107,000	121,500	137,500	155,000	174,000	194,500	216,500	240,000	265,000	291,000	317,500
9	15.53	1,164.75	17.55	1,316.25	19.79	1,484.25	22.33	1,674.75	25.32	1,899.00	28.95	2,171.25	33.08	2,481.00	37.74	2,830.50	43.06	2,921.75	49.14	3,685.50	49.14	3,685.50
	Annual*	30,377	34,328	38,709	43,677	49,526	56,626	64,704	74,443	84,925	97,225	111,000	126,250	143,000	161,250	181,000	202,250	225,000	249,250	275,000	302,250	330,000
10	15.88	1,191.00	17.92	1,344.00	19.92	1,515.75	22.80	1,710.00	25.91	1,943.25	29.57	2,217.75	33.81	2,535.75	38.57	2,892.75	44.00	2,921.75	50.26	3,769.50	50.26	3,769.50
	Annual*	31,061	35,052	39,531	44,597	50,680	57,839	66,132	75,443	85,864	97,400	110,000	123,750	138,625	154,625	171,875	190,375	210,125	231,125	253,375	276,875	302,250

**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	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*
11	16.20	31,687	18.19	35,580	20.57	40,235	23.27	45,516	26.51	51,854	30.24	59,149	34.53	67,541	39.44	77,145	44.94	87,903	51.37	100,480
	1,215.00	1,215.00	1,364.25	1,364.25	1,542.75	1,542.75	1,745.25	1,745.25	1,988.25	1,988.25	2,268.00	2,268.00	2,589.75	2,589.75	2,958.00	2,958.00	3,370.50	3,370.50	3,852.75	3,852.75
12	16.48	32,235	18.61	36,401	21.00	41,076	23.77	46,494	27.08	52,968	30.96	60,558	35.32	69,086	40.29	78,807	45.98	89,937	52.49	102,670
	1,236.00	1,236.00	1,395.75	1,395.75	1,575.00	1,575.00	1,782.75	1,782.75	2,031.00	2,031.00	2,322.00	2,322.00	2,649.00	2,649.00	3,021.75	3,021.75	3,448.50	3,448.50	3,936.75	3,936.75
13	16.86	32,978	18.99	37,144	21.43	41,917	24.27	47,472	27.70	54,181	31.63	61,868	36.12	70,651	41.19	80,568	47.05	92,030	53.68	104,998
	1,264.50	1,264.50	1,424.25	1,424.25	1,607.25	1,607.25	1,820.25	1,820.25	2,077.50	2,077.50	2,372.25	2,372.25	2,709.00	2,709.00	3,089.25	3,089.25	3,528.75	3,528.75	4,026.00	4,026.00
14	17.18	33,604	19.38	37,907	21.90	42,836	24.79	48,489	28.34	55,433	32.30	63,179	36.90	72,176	42.12	82,387	48.04	93,966	54.86	107,306
	1,288.50	1,288.50	1,453.50	1,453.50	1,642.50	1,642.50	1,859.25	1,859.25	2,125.50	2,125.50	2,422.50	2,422.50	2,767.50	2,767.50	3,159.00	3,159.00	3,603.00	3,603.00	4,114.50	4,114.50
15	17.55	34,328	19.79	38,709	22.33	43,677	25.32	49,526	28.95	56,626	33.08	64,704	37.74	73,819	43.06	84,225	49.14	96,118	56.08	109,692
	1,316.25	1,316.25	1,484.25	1,484.25	1,674.75	1,674.75	1,899.00	1,899.00	2,171.25	2,171.25	2,481.00	2,481.00	2,830.50	2,830.50	3,229.50	3,229.50	3,685.50	3,685.50	4,206.00	4,206.00
16	17.92	35,052	20.21	39,531	22.80	44,597	25.91	50,680	29.57	57,839	33.81	66,132	38.57	75,443	44.00	86,064	50.26	98,309	57.32	112,118
	1,344.00	1,344.00	1,515.75	1,515.75	1,710.00	1,710.00	1,943.25	1,943.25	2,217.75	2,217.75	2,535.75	2,535.75	2,892.75	2,892.75	3,300.00	3,300.00	3,769.50	3,769.50	4,299.00	4,299.00
17	18.19	35,580	20.57	40,235	23.27	45,516	26.51	51,854	30.24	59,149	34.53	67,541	39.44	77,145	44.94	87,903	51.37	100,480	58.65	114,719
	1,364.25	1,364.25	1,542.75	1,542.75	1,745.25	1,745.25	1,988.25	1,988.25	2,268.00	2,268.00	2,589.75	2,589.75	2,958.00	2,958.00	3,370.50	3,370.50	3,852.75	3,852.75	4,398.75	4,398.75
18	18.61	36,401	21.00	41,076	23.77	46,494	27.08	52,968	30.96	60,558	35.32	69,086	40.29	78,807	45.98	89,937	52.49	102,670	59.95	117,262
	1,395.75	1,395.75	1,575.00	1,575.00	1,782.75	1,782.75	2,031.00	2,031.00	2,322.00	2,322.00	2,649.00	2,649.00	3,021.75	3,021.75	3,448.50	3,448.50	3,936.75	3,936.75	4,496.25	4,496.25
19	18.99	37,144	21.43	41,917	24.27	47,472	27.70	54,181	31.63	61,868	36.12	70,651	41.19	80,568	47.05	92,030	53.68	104,998	61.24	119,785
	1,424.25	1,424.25	1,607.25	1,607.25	1,820.25	1,820.25	2,077.50	2,077.50	2,372.25	2,372.25	2,709.00	2,709.00	3,089.25	3,089.25	3,528.75	3,528.75	4,026.00	4,026.00	4,593.00	4,593.00
20	19.38	37,907	21.90	42,836	24.79	48,489	28.34	55,433	32.30	63,179	36.90	72,176	42.12	82,387	48.04	93,966	54.86	107,306	62.63	122,504
	1,453.50	1,453.50	1,642.50	1,642.50	1,859.25	1,859.25	2,125.50	2,125.50	2,422.50	2,422.50	2,767.50	2,767.50	3,159.00	3,159.00	3,603.00	3,603.00	4,114.50	4,114.50	4,697.25	4,697.25

* 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

40

40

PAY SCALE TYPE ST

PAY SCALE LEVEL	PAY SCALE TYPE ST									
	1	2	3	4	5	6	7	8	9	
Hourly	13.27	14.98	16.86	18.99	21.43	24.27	27.70	31.63	36.12	
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	
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	
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	
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	34.55	39.44	
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	
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	
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	
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	
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	
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

40

40

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

APPENDIX E

LAW ENFORCEMENT, LIQUOR CONTROL LAWS UNIT

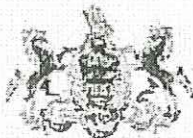
FIRST-LEVEL SUPERVISORY

Class Code

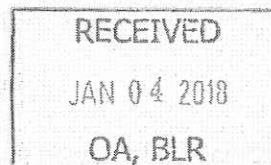
Class Title

70530

Enforcement Officer 3

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ADMINISTRATION

December 19, 2017



Mr. Todd M. Merlina, Chairman
Association of Liquor Enforcement Supervisors
3655 Vartan Way
Harrisburg, PA 17110

RE: Alternative Discipline Program

Dear Mr. Merlina:

As agreed to between the parties and in accordance with the provisions of Recommendation 12, Section 6, the Association of Liquor Enforcement Supervisors and the Commonwealth agree to expand the Alternative Discipline Program. It is understood that the tenets of Recommendation 12, Section 1, regarding just cause will continue to apply. Appeal procedures will not be affected by the Alternative Discipline Program.

Effective January 1, 2018, the Alternative Discipline Program will encompass discipline for other infractions beyond those related to time and attendance, work performance, and failure to pay Corporate Card bill after reimbursement of eligible expenses has been made by the Commonwealth.

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

1. Level 1 Letter: Signed by the Agency Head or designee, this letter will identify the employee's alleged misconduct, alert the employee that continuation of this problem will result in more severe disciplinary action, and identify the employee's appeal rights. The Employer will continue to provide the Association with a copy of this letter in accordance with Recommendation 12, Section 1.

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

2. Level 2 Letter: This letter, signed by the Agency Head or designee, will identify the employee's alleged misconduct, alert the employee that this is his/her final notice and that failure to correct this problem will result in termination, and identify the employee's appeal rights. The Employer will continue to provide the Association with a copy of this letter in accordance with Recommendation 12, Section 1.

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

Additionally, copies of all Level 1 and Level 2 letters issued to employees covered by this program shall be sent to the Association. It is the understanding of the parties that the expansion of the program is not intended to alter or in any way modify existing progressions of discipline that may exist in the agency.

SECRETARY

The parties also recognize that special or unusual situations could develop which do not readily lend themselves to the Alternative Discipline Program. These situations could include, among others, occasions where the circumstances of alleged conduct are such as to require the employee's immediate removal from the workplace, situations where an employee is suspended without pay pending investigation of suspected misconduct, or where the serious and/or egregious nature of the offense warrants a traditional suspension without pay. Consequently, if the Commonwealth deems circumstances warrant it, a traditional suspension without pay could be imposed in lieu of the Level 1 or Level 2 letters. In such circumstances, advance notification shall be given to the Association.

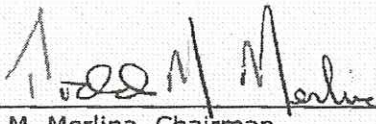
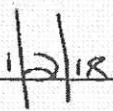
This side letter of agreement replaces any previous agreements and/or practices concerning the ADP with this unit. The parties intend for this side letter to be incorporated into the memorandum of understanding as an appendix.

If you agree to the above, please sign below and return a copy of this letter to this office.

Sincerely,



Sharon P. Minnich, Secretary
Office of Administration

 
Todd M. Merlina, Chairman Date

copy: V. Reid Walsh, Deputy Secretary for Human Resources and Management, OA
John P. Gasdaska, Director, Office of Employee Relations and Workforce Support, OA
Brooke Meade, PSP Labor Relations Coordinator