

MEMORANDUM OF UNDERSTANDING
FOR
EDUCATIONAL AND CULTURAL EMPLOYEES

BETWEEN THE

COMMONWEALTH OF PENNSYLVANIA

AND THE

FEDERATION OF STATE CULTURAL

AND

EDUCATIONAL PROFESSIONALS

LOCAL 2382

American Federation of Teachers Pennsylvania
AFL-CIO

July 1, 2015 to June 30, 2016

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GENERAL

This Memorandum of Understanding, entered into by the Commonwealth of Pennsylvania, hereinafter referred to as the "Employer", and the Federation of State Cultural and Educational Professionals, Local 2382, Federation of Teachers Pennsylvania, AFT, AFL-CIO, hereinafter referred to as the "Federation", sets forth recommendations mutually agreed upon by the parties concerning wages, hours and other terms and conditions of employment. The parties, through their representatives, have met and discussed matters deemed to be bargainable for other public employees under the Pennsylvania Public Employee Relations Act of 1970 (Act 195) and have agreed to make the following recommendations for the period commencing with the date of this Memorandum and ending June 30, 2015. The following recommendations are intended to apply only to employees in the first level educational and cultural unit certified by the Pennsylvania Labor Relations Board.

RECOMMENDATION NO. 1 RECOGNITION

The Federation of State Cultural and Educational Professionals, by the Local 2382, Federation of Teachers Pennsylvania, AFL-CIO, is recognized by the Commonwealth of Pennsylvania as the exclusive representative for meet and discuss purposes for employees within the unit and classifications established by certification of the Pennsylvania Labor Relations Board, more specifically referred to as PERA-R-2376-C, dated February 21, 1973, which classifications are contained as of the date of this Memorandum in Appendix C attached hereto and made a part hereof.

RECOMMENDATION NO. 2 DUES DEDUCTION

Section 1. The Employer agrees to deduct the Federation biweekly membership dues from the pay of those employees who individually request in writing that such deductions be made. This authorization shall be irrevocable during the term of this Memorandum and any extension thereof. The amount of biweekly deductions shall be certified to the Employer in writing by the Federation, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Federation by the last day of the succeeding month after such deductions are made.

Each employee who, on the effective date of this Memorandum, is a member of the Federation and each employee who becomes a member after that date shall maintain membership in the Federation, provided that such employee may resign from the Federation during a period of 15 days prior to the expiration of this Memorandum in accordance with the following procedure:

- a. The employee shall send a certified letter, return receipt requested, of resignation, along with the official membership card of the Federation, to the headquarters of the Federation and a copy of the letter to the human resource office of the employee's agency.
- b. The letter shall be postmarked during the 15 day period prior to the expiration date of this Memorandum and shall state that the employee is resigning membership in the Federation and where applicable is revoking check-off authorization.
- c. When revoked by the employee in accordance with Section A above, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Memorandum.

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

Section 3. If dues are deducted and remitted to the Federation, in accordance with the procedure specified in Section 1 above, the Federation shall be solely responsible in the event anyone claims that the deduction and/or remission was improper.

Section 4. a. The Employer shall supply to a designated Federation representative the name and work location of new employees who enter the meet and discuss unit within 30 days of their assignment. The present practice of supplying the Federation with a listing of employees in this unit shall continue. In addition, the Employer shall furnish each new employee with a copy of this Memorandum together with an authorization for dues payroll deductions, provided the Federation has furnished the Employer with sufficient copies of the Memorandum containing the authorization for dues deduction.

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

Section 5. The Employer and the Federation hereby agree that all non-members of the Federation shall be subject to a fair share fee as provided for in Act 84 of 1988 (Senate Bill 291) and any amendments thereto.

Section 6. The Employer further agrees to deduct a fair share biweekly from all employees in the bargaining unit who are not members of the Federation.

Authorization from non-members to deduct fair share fees shall not be required. The amount to be deducted shall be certified to the Employer by the Federation and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Federation by the last day of the succeeding month after such deductions are made.

RECOMMENDATION NO. 3
HOURS OF WORK

Section 1. The work day shall consist of 7.5 or 8 consecutive work hours, including rest periods, but excluding non-duty meal periods.

Section 2. The work week shall consist of any five work days beginning on Monday and ending on Friday, except for librarians who are employees in the Division of Library Services of the Department of Education, librarians in the Department of Corrections, librarians in the Department of Human Services and employees of the Pennsylvania Historical and Museum Commission. The regular work week for librarians who are employed in the Division of Library Services, Department of Education shall consist of five work days during the period Saturday through Friday excluding Sundays.

The work week for librarians in the Department of Corrections, librarians in the Department of Human Services and employees of the Pennsylvania Historical and Museum Commission shall consist of any five work days within a consecutive seven calendar day period. Work schedules for the PHMC employees and librarians who are employed in the Division of Library Services, Department of Education, showing their shifts, work days and hours shall be posted on the applicable bulletin boards. Except for emergencies, changes will be posted 14 days in advance. Where changes are to be made with less than 14 days notice by the Employer, for other than emergency reasons, the Employer agrees to meet and discuss with the Federation prior to the implementation of such changes.

Section 3. The work day for all employees except librarians in all agencies covered by this Memorandum shall consist of 7.5 or 8 hours within a pre-established work schedule.

Section 4. The work day shall consist of the calendar day, except for librarians in the Department of Corrections covered by this Memorandum. The work day for Department of Corrections' librarians shall consist of any twenty four (24) hours in a pre-established work schedule beginning with the scheduled reporting time for the employee's shift.

Section 5. The parties will establish a joint labor management committee to further discuss during the life of this memorandum the concept of telecommuting and its potential associated cost savings.

RECOMMENDATION NO. 4
REST PERIODS

Section 1. An employee shall be entitled to a 15 minute rest period during each one-half work shift provided the employee works a minimum of three hours in that one-half shift.

Section 2. Employees who anticipate working at least one hour beyond their regular shift shall be entitled to a 15 minute rest period before starting such additional work and shall thereafter receive a 15 minute rest period for each additional two hours of such work unless at the end of such two hour period their work is completed or unless the employee takes a meal period during or at the end of the two-hour period. If the employee takes a meal period at the expiration of their normal work day, then the employee shall thereafter be given a 15 minute rest period for each additional two hours of such work unless at the end of such two hour period the employee's work is completed or unless the employee takes a meal period during or at the end of the two hour period.

Section 3. Part-time employees shall be granted a 15 minute rest period during each 3¼ hours work period.

Section 4. The scheduling of rest periods immediately before or after meal periods is permissible in institutions in the Department of Corrections and Department of Human Services where the Federation and the Employer agree to such a practice or where the present practice is to schedule rest periods in that manner.

RECOMMENDATION NO. 5 MEAL PERIODS

Section 1. All employees shall be entitled to a one-hour lunch period.

Section 2. Employees will be allowed a one-hour meal period for each two hours worked beyond their work day. If an employee is required by the Employer to work two or more hours beyond the normal work day, the Employer shall reimburse the employee for the amount expended for a meal not to exceed \$8.00.

Section 3. An employee who is required to remain on duty during meal periods shall be compensated for this period at the appropriate rate of pay.

Section 4. If employees are required to work on a holiday or other scheduled day off and work more than 9.5 hours (for 7.5 hour employees) or 10 hours (for 8 hour employees) on such day and have not had notice of such work assignment at least two hours before they commenced their work on that date, the Employer shall furnish a meal or compensate the employee for a meal as provided for in Section 2 above.

RECOMMENDATION NO. 6
HOLIDAYS

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

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

The following Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and the preceding Friday shall be recognized as a holiday for all holidays occurring on a Saturday. In no event shall an employee be entitled to a duplicate holiday payment.

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 requirement.

Section 2. At Thaddeus Stevens College of Technology, the following days shall be recognized as holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

The remaining five holidays shall be scheduled by the administration of this institution during the time on the academic schedule when the institution is not at full operation.

The matter of rescheduling minor holidays shall be resolved on a meet and discuss basis between Thaddeus Stevens College of Technology and the Federation.

An employee shall earn a minor holiday provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent to the actual day the minor holiday is celebrated as provided for in Section 1. An employee who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay, shall be compensated for such holiday. In the event the earning of a holiday is anticipated and an employee terminates employment prior to actually earning the anticipated holiday, such employee shall reimburse the Employer for the holiday taken but not earned.

Payment specified in Section 4 of this Recommendation shall be applicable only if the

employee works on the day on which the minor holiday has been rescheduled.

Section 3. A permanent full-time employee shall be paid for any holiday listed in Section 1 of this Recommendation, provided the employee was scheduled to work on that day and if the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employees scheduled work day immediately subsequent thereto.

Selection of an employee to work a holiday shall be made within an office by seniority as defined in Recommendation 24 unless management determines specific expertise is needed which would permit management to select the individual needed without the use of seniority.

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

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

Section 4. If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Recommendation except the day after Thanksgiving, the employee shall be compensated at one and one-half times the regular rate of pay for all hours worked on said holiday. In addition, the employee shall receive time off equal to all such hours worked, but not to exceed the number of hours in the employee's regular work shift. The Employer may, at its discretion, pay an additional day's compensation in lieu of the compensatory day.

If a written request is received prior to or 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, prior to the holiday or 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.

If a permanent full-time employee works on the day after Thanksgiving, the employee shall be compensated at the employees' 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 Employer may, at its discretion, pay an additional day's compensation in lieu of the compensatory day.

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

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

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, Personal Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

Section 7. Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all permanent employees who are required to work during such holiday hours shall receive equivalent time off with pay for all hours worked up to the number of hours in the employee's normal work shift if a full holiday is declared, or up to a pro-rata share of the normal work shift if a partial holiday is declared.

Section 8. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of Recommendation 17 of this Memorandum.

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

Section 10. Payment for work on a holiday is to be made on the payday of the first pay period following the pay period in which the holiday is worked.

RECOMMENDATION NO. 7 PERSONAL LEAVE DAYS

Section 1. All permanent full-time employees will be eligible for paid personal leave days as follows:

- a. One paid personal leave day will be earned in the employee's first calendar year of employment provided the employee has 150 hours (37.5 hour work week) or 160 hours (40 hour work week) in an active pay status in the calendar year.

- b. One paid personal leave day per one-half calendar year will be earned in the employee's second calendar year of employment, provided the employee has 150 hours (37.5 hour work week) or 160 hours (40 hour work week) in an active pay status in each one-half calendar year.
- c. One paid personal leave day per calendar quarter will be earned in the employee's third and subsequent years of employment, provided the employee has 150 hours (37.5 hour work week) or 160 hours (40 hour work week) in an active pay status in each one-quarter calendar year.
- d. Employees may be eligible for one additional personal leave day to be earned in the first calendar quarter provided the requirements of Recommendation No. 9, Section 14 are met.
- e. Leave service credit earned during all periods of Commonwealth employment will be used to determine whether, for purposes of this section, an employee is in the first calendar year of employment, the second calendar year of employment, or the third and subsequent years of employment.

Section 2. Personal leave shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the greatest seniority as defined in Recommendation 24, Section 1 shall be given a choice of personal leave in the event of any conflict in selection.

Requests for emergency personal leave will be entertained at any time 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 personal, holiday, compensatory leave and/or annual leave not scheduled during the selection period.

Requests for full day (7.5 or 8.0 hours) of unscheduled, extraordinary personal 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 personal leave is limited to two days per calendar year (15.0 or 16.0 hours), and the first two days of such unscheduled absences will be recorded as extraordinary personal leave.

An employee on an alternate work schedule may request and receive approval for extraordinary personal leave for a workday other than a 7.5 or 8.0 hour shift. In such instance, the entire shift shall be considered as extraordinary personal leave as long as the employee has a sufficient number of hours in his/her 15.0 or 16.0 hour allotment to cover the absence. Use of extraordinary personal leave on workdays for which there is an insufficient number of hours in the allotment to cover the full alternate work schedule shift will be limited to the available number of such hours.

Section 3. Personal leave days shall be non-cumulative from calendar year to calendar year. However, employees will be permitted to carry over personal leave days 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 lost.

Section 4. An employee who becomes ill while on personal leave will not be charged personal leave for the period of illness provided the employee furnishes satisfactory proof of such illness to the Employer upon return to work.

Section 5. All permanent, part-time employees shall receive personal leave days on a pro-rata basis calculated to the nearest half day, provided they are in an active pay status a percentage of 150 hours (37.5 hour work week) or 160 hours (40 hour work week) equal to the percentage of hours normally worked in a biweekly pay period during the earning periods specified in Section 1 above.

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, Personal Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

Section 7. An employee who terminates employment for any reason shall be compensated for any personal days which the employee has earned but not used.

Section 8. 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. For the purpose of this Recommendation, 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.

RECOMMENDATION NO. 8
VACATIONS

Section 1. Employees hired prior to July 1, 2011 shall be eligible for annual leave after 30 calendar days of service with the Employer in accordance with the following schedule:

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

**Maximum Annual Leave
Entitlement Per Year**

Up to 3 Years:

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

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

Over 3 Years to 15 Years Inclusive:

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

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

Over 15 Years to 25 Years Inclusive:

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

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

Over 25 Years:

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

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

Employees hired on or after July 1, 2011 shall be eligible for annual leave after 30 calendar days of service with the Employer in accordance with the following schedule:

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

**Maximum Annual Leave
Entitlement Per Year**

Up to 3 Years:

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

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

Over 3 Years to 15 Years Inclusive:

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

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

Over 15 Years:

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

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

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

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

Section 2. Vacation pay shall not be less than the employee's regular straight time rate of pay which shall include any increments and pay increases which occur during the vacation period.

Section 3. Vacations shall be granted at the time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as defined in Recommendation 24, Section 1 shall be given a choice of vacation period in the event of any conflict in selection.

Section 4. Employees separated from the service of the Employer for any reason prior to taking their vacation, shall be compensated in a lump sum for the unused vacation they have accumulated up to the time of separation.

Section 5. Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Personal 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 6. Unused annual leave shall be carried over from one calendar year to the next provided that in no case shall the amount thus carried over exceed 45 days (337.5 or 360 hours). However, employees will be permitted to carry over annual leave in excess of the forty-five day limit into the first seven (7) pay periods of the next calendar year. Any days carried over in accordance with this Section which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be converted to sick leave, subject to the 300 day limitation contained in Recommendation 9, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 7. Employees who become ill during their vacation will not be charged annual leave for the period of illness provided they furnish satisfactory proof of such illness to the Employer upon their return to work.

Section 8. Employees will not be charged annual leave if during their vacation they are eligible for civil leave or military leave with pay.

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

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

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

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

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

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

Section 13. Employees on leave without pay to attend official Federation conventions or conferences in accordance with Recommendation 11, Section 7 shall have that time included in regular hours paid for purposes of earning annual leave entitlement and credited service under Section 1 of this Article.

RECOMMENDATION NO. 9
SICK LEAVE AND BEREAVEMENT LEAVE

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

Maximum Sick Leave Entitlement Per Year:

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

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

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

Section 3. A doctor's certificate may be 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 reasonable grounds to believe that the employee has been abusing 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 days of sick leave, in any calendar year, where sickness in the immediate family requires the employee's absence from work. Immediate family for the purpose of this section is defined as husband, wife, domestic partner, child, step-child, foster child, brother, sister or parent of the employee or child of the employee's domestic partner. The Employer may require proof of such family sickness in accordance with Section 3 above.

Section 5. Where a family member's serious health condition requires the employee's absence from work beyond 20 days (150/160 hours as applicable) in a calendar year, permanent employees with at least one year of service may use accrued sick leave, in addition to that provided by Section 4 above.

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

Leave Service Credit	Sick Family Allowance
Over 1 year to 3 years	Up to 52.5/56 additional hours (7 days)
Over 3 years to 15 years	Up to 112.5/120 additional hours (15 days)
Over 15 years to 25 years	Up to 150/160 additional hours (20 days)
Over 25 years	Up to 195/208 additional hours (26 days)

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

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

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

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

Section 6. Employees may use up to five days' bereavement leave for the death of the employee's spouse, domestic partner, parent, step-parent, child or step-child 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, parent-in-law, grandparent-in-law, aunt, uncle, foster child, step-sister, step-brother or any relative residing in the employee's household or the following relatives of the employee's domestic partner: parent, brother, sister, grandparent, grandchild. Such leave shall be deducted from sick leave.

Section 7.

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

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

- b. Eligibility for payment of benefits under subsection a. is as follows:
 - 1. Superannuation retirement with at least five years of credited service in the State and/or Public School Retirement Systems.
 - 2. Disability retirement, which requires at least five years of credited service in the State and/or Public School Retirement Systems, or
 - 3. Other retirement with at least 25 years of credited service in the State and/or Public School Retirement Systems.
 - 4. After 7 years of credited service in the State and/or Public School Retirement Systems, death prior to retirement or separation of service except as provided in Section 8.

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

d. No payments under this section shall be construed to add to the credited service of the retiring member or to the retirement covered compensation of the member.

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

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

Section 10. 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 leave privilege is being abused by an employee. 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 or personal leave prior to anticipating sick leave.

Section 11. 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 12. Employees on leave without pay to attend official Federation conventions or conferences in accordance with Recommendation 11, Section 7 shall have that time included in regular hours paid for the purpose of earning sick leave entitlement in accordance with Section 1 above.

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

Section 14. Employees who have more than one year of service since their most recent date of hire and use no sick leave in an entire leave calendar year shall earn one personal day in addition to those earned under Recommendation 7, Sections 1.a., 1.b. and 1.c., which will be available for use in the following leave calendar year. Sick bereavement leave used will not be counted; however, all other types of paid sick leave; unpaid sick leave used under Recommendation 11; and paid and unpaid leave used for work-related injuries shall count as sick leave for this Section.

RECOMMENDATION NO. 10
LEAVES OF ABSENCE

Section 1. Service credit and benefits shall continue to accrue during paid leaves of absence, unless modified by the terms of this Memorandum.

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

Section 3. All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing promptly. Requests for emergency type leaves shall be answered before the end of the work day on which the request is made.

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 work days.

Section 4. Where a state civil service examination is not given during an employee's non-working time, a permanent full-time employee shall be granted administrative leave with pay to take such examination which is scheduled during the employee's regular work hours subject to management's responsibility to maintain efficient operations. Employees shall only be entitled to leave for this purpose on one occasion during each one-half calendar year. Such leave shall not exceed the employee's normal work shift or the time necessary to travel to and from the examination and to take the examination, whichever is lesser. Employees shall not be eligible for travel expenses under this Section.

Section 5. Employees shall be granted up to four (4) hours of administrative leave per calendar year to donate blood.

Section 6. For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1, and continuing through the end of the employee's pay period that includes December 31.

RECOMMENDATION NO. 11
LEAVES OF ABSENCE WITHOUT PAY

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

Section 2. After completing one year of service, an employee may be granted a leave of absence without pay at the sole discretion of the Employer for education purposes.

Section 3. a. After completing one year of service, permanent employees shall be granted, upon written request, up to six months of sick leave without pay 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. If the illness or

disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted for less than two consecutive weeks. The request shall include proof of illness or disability in the form of a doctor's certificate and shall state a prognosis and expected date of return.

If requested and properly documented as medically necessary, leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve month year. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks.

b. Employees shall be required to use all accrued paid sick leave upon commencement of sick leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Employees shall not be required to use annual, personal, compensatory or holiday leave upon the commencement of sick leave without pay; however, if annual, personal or holiday leave is used, it also will run concurrently with and reduce such entitlement.

c. It is understood by the parties that Subsection 3.b. applies except that employees 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 by employees at any time during the first 12 weeks of the six month entitlement to leave without pay with benefits. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Recommendation 9. Such use will not be counted against the six month entitlement to leave without pay with benefits.

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

e. One aggregate six month entitlement of leave without pay with benefits will be provided for sick leave without pay used under this Section, parental leave without pay used under Recommendation 15, Section 1.a., and family care leave without pay used under Recommendation 40, Section 1. Leave used under these Recommendations, as well as military exigency leave under Section 11 below, will be deducted from the six month entitlement and run concurrently.

f. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Recommendation 15, Section 1.a., Recommendation 40, Section 1 and/or military exigency leave under Section 11 below, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has 1250 hours of actual work time within the twelve month period preceding commencement of the leave.

g. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Recommendation 19, Section 3.

h. This Section shall not apply to a work-related injury.

Section 4. Upon request of the employee, an extension of up to an additional six months of leave without pay shall be granted provided the employee provides proof of continuing illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return. The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits. Leave under this section shall not be used on an intermittent or reduced-time basis. Upon certification from the employee's doctor that the employee is able to return to work, the 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 six-month 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 six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

This Section shall not apply to a work-related injury.

Section 5. Employees who are elected or appointed as Federation officials or representatives shall at the written request of the employee be granted leaves without pay for the maximum term of office. Such leaves may be renewed or extended by written mutual consent of the Federation and the Employer.

Section 6. Service credits and benefits shall not accrue during unpaid leaves of absence, except as required by appropriate statutes or as provided for in this Memorandum. However, the employee shall be entitled upon return from leave of absence without pay to all service credits earned up to the date the leave commenced and benefits as provided for in existing programs.

Section 7. Upon the expiration of any approved leave of absence without pay, except as provided in Section 4 above, Recommendation 15, Section 1.d., Recommendation 30, Section 7, and Recommendation 40, Section 3, 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 24, Seniority.

Section 8. Each year a pool of 85 days will be available for use by Federation officials, trustees or elected delegates, subject to management's responsibility to maintain efficient operations, to fulfill trustee responsibilities, attend official Federation conventions or conferences, training institutes or meetings of legislative committees of the General Assembly where the discussion or business of said committees will have a direct impact on the wages, hours or terms and conditions of employment of the employees in this unit. It is understood that this provision is not intended to extend to the hearings of the appropriation committees of the General Assembly. Employees may use accrued annual or personal leave for this purpose in lieu of leave without pay. The following shall be recognized as official Federation conventions or conferences or training institutes:

- AFTPA Convention
- AFT Convention
- Pennsylvania AFL-CIO Convention
- Coalition of Labor Union Women Conference
- Black Labor Coalition Conference
- AFT Public Employee Convention
- AFT President's Conference
- AFT Task Force Meeting
- AFT Program and Policy Council Meetings
- FOSCEP Executive Board Meetings
- Pennsylvania AFL-CIO Community Services Institute
- Pennsylvania AFL-CIO Occupational Safety and Health Institute
- AFT Union Leadership Institute
- George Meany Center for Labor Studies Training Institutes

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

Federation trustees will give their employing agency as much notice as possible of the dates necessary to fulfill trustee responsibilities.

Section 9. It is understood by both parties that the provisions of Sections 3, 6, and 8 are consistent with the Family and Medical Leave Act of 1993, 29 U.S.C. Sections 2601, et seq.

Section 10. State payments toward coverage for health benefits and State-paid coverage for life insurance as provided in Recommendations 19 and 20 will continue for the period of time the employee is on sick leave without pay with benefits under Section 3 of this Recommendation.

Section 11. After completing one year of service, employees shall be eligible to use unpaid military exigency and military caregiver leave with benefits in accordance with the Family and Medical Leave Act of 1993, 29 U.S.C. Sections 2601, et seq., provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. Military exigency absence provides 12 weeks of leave within a rolling calendar year. Military exigency leave will run concurrently with and reduce the six months leave without pay with benefits entitlement under Recommendation 11, Section 3.a.; Recommendation 15, Section 1.a., and Recommendation 40, Section 1. Military caregiver absence provides a separate 26 weeks of leave entitlement within a single 12 month period in addition to the leave without pay with benefits entitlements under Recommendation 11, Section 6.a.; Recommendation 15, Section 1.a., and Recommendation 40, Section 1. All accrued annual, personal, compensatory and holiday leave must be used before using any unpaid military exigency or military caregiver absence. In addition, when applicable, all accrued sick leave must be used before using unpaid military caregiver leave. Both military exigency leave and military caregiver leave may be used intermittently or on a reduced time basis.

RECOMMENDATION NO. 12 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 court proceedings shall be granted leaves with pay while attending jury proceedings. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable. When the Federation is involved in a proceeding, it shall not subpoena an unnecessary number of employees.

Section 2. Permanent employees who are subpoenaed as witnesses or who are parties in the following administrative hearings shall be granted leave with pay while attending such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Referee, and Workers' Compensation Appeal Board. It is understood and agreed that no employee shall be eligible for civil or administrative leave to prepare for, participate in or attend any Unfair Labor Practice hearing. In addition, the parties agree that the award of Arbitrator Schwartz issued on November 24, 1982 shall be null and void.

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.

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

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.

Section 4. Permanent employees shall be granted leave with pay while performing fire fighting duties, civil air patrol activities, emergency medical technician duties or emergency management rescue work during a fire, flood, hurricane or other disaster. Authorized Red Cross workers shall be granted leave with pay to perform for the Red Cross duties during a state of emergency declared by the Governor. Employees absent from work for such reasons shall be required to obtain a written statement from the fire company, forest unit, emergency management agency, or other organization with which they served, certifying as to their activities during the period of absence.

Section 5. Volunteer participation in fire fighting activities, emergency medical technician activities, civil air patrol activities, or emergency management rescue activities or disaster relief work for the Red Cross shall require the prior approval of the agency head or institution head of the employee.

RECOMMENDATION NO. 13 PROFESSIONAL DEVELOPMENT

Section 1. The Employer and the Federation recognize the need for a Professional Development Program that can be made available on an equitable basis to all employees in this unit.

Section 2. Permanent employees may, with the approval of the agency head, be granted leaves with pay to attend activities in accordance with the following:

- a. Part-time out-service training shall include formal course work offered by educational institutions, workshops, conferences, correspondence courses, and seminars conducted by professional, private, or public organizations.
- b. Out-service training will be used with discretion and only to assist employees in acquiring the knowledge and skills necessary to perform their tasks more effectively.
- c. Accredited academic courses, if feasible, will be scheduled during non-working hours and will be limited to a maximum of 12 credit hours in any continuous 12 month period.
- d. When part-time out-service training occurs during regular work hours of an employee, the agency may grant educational leave with pay. Employees will be restricted to a maximum of 20 days in any calendar year for this purpose.

- e. Prior to attending courses, workshops or seminars beyond the scope of an employee's job requirements, the employee will discuss with the agency training officer the specific short or long range development objectives. The agency shall be responsible for approving requests for this type of training.

Section 3. The administration of leave and benefits referred to in this Recommendation are in accordance with the provisions of the Commonwealth's Personnel Rules, Chapter 11 and Management Directive 535.3, Out-Service Training, and are not intended to add to or to limit what is stated in that directive.

Section 4. Joint Federation-Commonwealth committees comprised of equal numbers of members representing each group shall meet and discuss at the agency level regarding professional development needs and programs. In addition the committees will meet and discuss, upon request, over any issues arising under this Recommendation.

Section 5. Nothing herein will prevent the Employer from assigning an employee to participate in professional development activities as part of a regular job assignment. Such assignments however, will be in addition to leave provided for under this Recommendation.

RECOMMENDATION NO. 14 MILITARY LEAVES

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

Section 1. Military Reserve

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

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

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

c. The rate of compensation for a military leave day shall be the employee's regular compensation for the employee's regular classification, subject to conditions established by the Governor's Office through the Directives Management System (relating to temporary assignments in higher classifications).

Section 2. Pennsylvania National Guard

a. In accordance with the Military Code as amended through Act No. 92 of 1975 and Act 174 of 1990 all permanent employees of the Commonwealth who are members of the Pennsylvania National Guard shall be entitled to military leave with compensation for all types of training duty (active and inactive) or other military duty ordered or authorized by the Armed Forces of the United States. Such duty shall include but is not limited to:

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

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

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

d. The rate of compensation for military leave pay shall be the employee's regular rate of compensation for the employee's regular classification, subject to conditions established by the Governor's Office through the Directives Management System (relating to temporary assignment in higher classifications).

Section 3. General

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

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

Section 4. Granting, Duration and Expiration

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

1. For all active duty (including full-time National Guard duty)
2. For initial active duty for training.
3. For other active or inactive military training duty. Employees who volunteer for additional duty that is not required as part of routine reserve training shall provide four weeks' notice to their immediate supervisor prior to the commencement of such duty. Where the employee is unable to provide the four weeks' notice, the employee shall provide the supervisor with notice of acceptance for additional military duty and, upon receipt, provide the supervisor with a copy of the official notice.

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

c. Military leave without pay shall expire:

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

Section 5. Reemployment

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

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

Section 6. Seniority Rights

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

Section 7. Retirement Rights

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

Section 8. Loss of Benefits

Employees who are separated from the service by a discharge under other than honorable conditions, bad conduct or dishonorable discharge shall not be entitled to any of the benefits of 30.71, 30.72 and 30.121 through 30.128 of this Title (relating to military leaves without pay) except such vested rights as they may have acquired thereto by virtue of payments made into their retirement accounts.

Section 9. Physical Examination

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

Section 10. Annual, Sick and Personal Leave

Employees who are granted military leaves for active duty may be paid for annual and personal leave, or may have annual and personal leave frozen. Sick leave earned and not used at the time of entry into the Armed Forces will be available to employees upon return to work. Employees shall not earn annual, sick or personal leave while they are on military leave without pay.

Section 11. It is understood that any amendments to the above language, made to reflect improvements to this benefit, shall be applicable to employees in this unit.

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

RECOMMENDATION NO. 15
PARENTAL LEAVE

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

Section 1. General

a. After completing one year of service, all permanent employees of the Employer who become parents through childbirth or formal adoption or placement of a child with an employee for foster care shall be granted up to six months of parental leave without pay with benefits upon request, 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 or reduced-time basis during the first twelve weeks of absence. After twelve weeks of absence, subsequent leaves may be approved on a reduced-time basis; subsequent leaves taken intermittently or continuously in the rolling twelve month year shall not be approved for periods less than two consecutive weeks.

b. One aggregate six month entitlement of leave without pay with benefits will be provided for parental leave without pay used under Section 1.a., sick leave without pay used under Recommendation 11, Section 3, and family care leave without pay used under Recommendation 40, Section 1. Leave used under these Recommendations, as well as military exigency leave used under Recommendation 11, Section 11, will be deducted from the six month entitlement and run concurrently.

c. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Recommendation 11, Section 3, Recommendation 40, Section 1, and/or military exigency leave used under Recommendation 11, Section 11, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the

twelve month period preceding commencement of the leave.

d. Upon request of the employee, an extension of up to an additional six months of leave without pay shall be granted. The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits. It shall not be used on an intermittent or reduced-time basis.

e. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Recommendation 19, Section 3.

Section 2. Granting Leave

An employee shall submit written notification to the immediate supervisor stating the anticipated duration of the leave at least two weeks in advance if circumstances permit. Parental leave shall begin whenever employees request 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. No parental 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.

In no case shall an employee be required to leave prior to parental leave unless she can no longer satisfactorily perform the duties of her position.

During the first six months of absence under Section 1.a. of this Recommendation, the duties of the employee's position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a substitute employee.

Section 3. Reemployment

During the first six months of absence under Section 1.a. of this Recommendation, an employee shall have the right to return to the same position in the same classification held before going on parental leave, or to an equivalent position with regard to pay and skill.

During any extension period, under Section 1.d. of this Recommendation, the employee, upon written request to return to work, 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 six-month 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 six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

Section 4. Seniority Rights

Upon return from parental leave, an employee shall retain all seniority and pension rights that had accrued up to the time of leave. Seniority shall continue to accrue during parental leave.

Section 5. Annual, Personal, Sick, Compensatory and Holiday Leave

a. An employee shall be required to use all accrued paid sick leave for the period that she is unable to work as certified by a physician upon commencement of parental leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits and shall be used in accordance with Recommendation 11, Section 3. Employees shall not be required to use annual, personal, compensatory or holiday leave upon the commencement of leave without pay; however, if annual, personal, compensatory or holiday leave is used, it also will run concurrently with and reduce such entitlement. Unused leave shall be carried over until return. An employee shall not earn annual, personal, and sick leave while on parental leave without pay.

b. It is understood by the parties that Subsection 5.a. applies except that employees 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 by employees at any time during the first 12 weeks of the six month entitlement to leave without pay with benefits as certified by a physician for the period that she is unable to work; such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Recommendation 9; such use will not be counted against the six month entitlement to leave without pay with benefits.

Section 6. Benefits

State payments toward coverage for health benefits and State-paid coverage for life insurance as provided in Recommendations 19 and 20 will continue for the period of time the employee is on parental leave without pay with benefits under Section 1.a. of this Recommendation.

Section 7. Guidelines established by the Secretary of Administration regarding parental leave and benefits while on parental leave are published through the Directives Management System (Reference Management Directive 530.30).

Section 8. It is understood by both parties that the provisions of this Recommendation are consistent with the Pennsylvania Human Relations Act, 43 P.S. Section 951 et seq. and the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq.

RECOMMENDATION NO. 16
SALARIES AND WAGES

Section 1. Effective July 1, 2015, employees will continue to be paid in accordance with the July 1, 2014 Standard Pay Schedule in Appendix A.

Section 2.

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

b. The Commonwealth may hire employees at pay rates above the minimum rate of the assigned scale group. In such cases, the Office of Administration will notify the Federation after it has approved the hiring above the minimum rate. Notification will be done by telephone including voice mail.

Section 3.

a. Employees covered by this Memorandum who have been employed continuously by the Commonwealth since January 31, 2015 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2016.

b. 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 increment outlined in Subsection a., if they are in an active pay status on the effective date of the increments.

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

Section 4.

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

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

c. When an employee covered by this Memorandum is transferred to another classification in the same pay scale group, the employee shall be placed at the same step in the pay scale group.

Section 5. 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 and fair share fee deductions where applicable.

Section 6. An employee in an inactive pay status shall, upon return to active pay status, be entitled to the service increment outlined in Section 3 where applicable.

Section 7. 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 8. The policies regarding pay scale group revisions contained in the Commonwealth's Personnel Rules shall continue.

Section 9. All employees are required to sign up for direct deposit of paychecks and travel expense reimbursement.

Section 10. The parties will set up a joint labor management committee to further discuss during the life of this Memorandum issues related to pay inequities.

Section 11. An employee is on standby during the period that the employee is required to remain at home and to be available for emergencies. Only employees who are required to be on standby are entitled to the compensation hereafter set forth. Such employees shall, at the Employer's discretion, either be paid 25% of their regular base pay for such standby time or receive compensatory time off equivalent to 25% of such standby time. Employees shall be considered to be on standby time until officially released. Standby time shall not be considered hours worked for the purpose of overtime computation.

RECOMMENDATION NO. 17
OVERTIME

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

- a. For any work performed in excess of eight hours in any work day and in excess of 40 hours in any work week.
- b. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsection a. of this Section.

Section 2. Employees shall receive their regular hourly rate for all overtime worked in excess of seven and one-half hours but not more than eight hours in a work day and in excess of 37.5 hours but not more than 40 hours in a work week.

Section 3. The following items will be regarded as hours worked for the purpose of computing overtime pay under Sections 1 and 2 of this Recommendation.

- a. hours of work
- b. rest period
- c. holidays
- d. annual leave
- e. compensatory leave; to be included in the period of occurrence for the purpose of computing overtime
- f. personal leave
- g. sick leave
- h. administrative leave

Section 4. By mutual Memorandum between the Employer, the Union and the employee involved, compensatory time at the appropriate rate may be granted in lieu of premium overtime pay. Such compensatory time is to be granted within the 120 calendar day period succeeding the date on which the overtime is worked. If a written request is received prior to or within 45 days after the date on which the overtime is worked, the compensatory time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee. If the Employer does not schedule the compensatory time in accordance with the employee's request, or at some other time mutually agreed to, prior to the completion of the 120 calendar day period succeeding the date on which the overtime is worked, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off.

Section 5. The provisions of this Recommendation are not applicable to employees in job classes assigned to pay scale group 8 and above and identified as exempt from the overtime provisions of the Fair Labor Standards Act in the Commonwealth's pay plan.

For employees in the Department of Education covered by this Memorandum in job classes assigned to pay scale group 8 and above and identified as exempt from the overtime provisions of the Fair Labor Standards Act in the Commonwealth's pay plan, compensatory time off shall be granted hour for hour when the employee is assigned a work assignment outside of headquarters and/or required to travel for a work assignment outside of the employee's regularly scheduled work day; provided the compensatory time off has been pre-approved by the appropriate agency staff.

Compensatory leave is to be used within 180 days from the date it is earned and if not requested to be used will be lost. If an employee requests to use the compensatory leave at least three times within the 180 days and is denied the use of the leave, the employee shall be compensated at the straight time rate of pay in lieu of paid time off.

Section 6. For purposes of this Recommendation, travel time shall be considered hours worked.

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

Section 8. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Memorandum for the same hours worked. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Sections 1 and 2 of this Recommendation.

Section 9. Employees who are assigned by the Employer to work on a weekend which falls outside their regular work week will receive consideration concerning the granting of compensatory time off for such hours worked.

Section 10. 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, Personal 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. 18
SHIFT DIFFERENTIAL

Section 1. A shift differential of \$1.00 per hour will be paid for any regular shift of 7.5 or 8 hours which begins before 6:00 a.m. or at or after 12:00 noon, provided the shift is worked.

Section 2. Any employee who works on a shift for which shift differential is paid and thereafter continues to work in an overtime status shall receive in addition to the appropriate overtime rate, the shift differential for all overtime hours worked.

RECOMMENDATION NO. 19
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 Memorandum and Declaration of Trust executed by and between Council 13, American Federation of State, County and Municipal Employees, AFL-CIO, and the Employer. This jointly administered Fund is known as the Pennsylvania Employees Benefit Trust Fund (hereinafter Fund or PEBTF). The Fund shall conform to all existing and future Federal and Commonwealth statutes applicable to and controlling such Health and Welfare Fund. Said Memorandum and Declaration of Trust shall provide for equal representation on the Board of Trustees appointed by the unions and the Employer. In addition, the Memorandum 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 Memorandum 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 2015:

July 2015 – June 2016 \$455 biweekly per employee

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

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

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

1. The first day of the quarter during which the average reserve would be less than three (3) months will be considered the "target date" for additional funding;
2. At least six (6) months prior to the target date, the Fund's actuary will review the projection and confirm that a funding adjustment is needed and the amount of such adjustment. If the need for a funding adjustment occurs in the first nine (9) months, this subparagraph shall not apply;
3. Should the Commonwealth not dispute the finding by the Fund's actuary that an adjustment is necessary, the Commonwealth will implement the funding adjustment at least ten (10) calendar days prior to the target date.
4. If either the Chairman of the Board, Secretary of the Board, any four (4) management or any four (4) union Trustees of the Board dispute the findings of Fund's actuary, the Chairman and the Secretary of the Board of Trustees will select a neutral actuary within five (5) business days to resolve the dispute and will forward their respective positions and any supporting documentation to the neutral actuary within five (5) business days of such selection. The neutral actuary may communicate and ask questions of the Fund's actuary provided, however, if such communications occurs, the Finance Committee will have access to the discussions.
5. The neutral actuary shall render a decision within 30 calendar days of the receipt of said positions/documentation, which decision will be final and binding on the parties and must be implemented within ten (10) business days of its receipt by the parties.
6. The adjustment must be sufficiently large so as to restore the size of the reserve to a minimum of three months within 30 days following the target date.

7. Once the reserve exceeds the three (3) month equivalent, the contribution rate shall be reduced to the amount provided under this Section unless the parties agree that a new rate is necessary to maintain a three (3) month reserve.
8. It is understood and agreed to by the parties that the process outlined above is designed to ensure adequate funding for the PEBTF and not intended to place the financial status of the Fund in jeopardy.

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

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

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

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

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

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

July 2015 – June 2016 5.0%

Employee contributions shall be effective the first full pay period in July 2015. 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 2015 – June2016	3.0%	2.0%	5.0%

Employee Contribution Waivers shall be effective the first full pay period in July 2015.

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 the 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.

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

(3) Nothing herein shall be construed to limit the authority of the Board of Trustees to modify or adopt these or other disability 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 of 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 for the first full pay period in July 2004 and thereafter will be made on a pre-tax basis.

Section 4.

a. Permanent employees who are granted sick leave without pay (Recommendation 11) or parental leave without pay (Recommendation 15), or family care leave without pay (Recommendation 40) may continue to receive benefits as determined and extended by the Fund for up to six months. Permanent employees who are granted injury leave (paid and unpaid) may continue to receive benefits as determined and extended by the Fund for up to 12 months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. Except as provided in c. below, permanent part-time employees and those permanent full-time employees who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental leave, family care leave or injury leave for longer than one full pay period or who are on leave longer than the applicable period specified in a. above, will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but

no greater than the COBRA rate.

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

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

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

Section 5. Spousal Eligibility

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

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

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

Section 6.

a. The Employer shall allow each individual who was eligible as an active employee 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 annuitant qualify under such Program.

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. Annuitants who are eligible for Medicare will participate in Medicare supplemental medical plans, and those annuitants who are eligible to enroll in Medicare Part B will not receive benefits through the REHP for benefits which are provided by Medicare Part B. It is understood that the REHP plan of benefits may be amended or modified by the Employer from time-to-time.

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

The annual retiree contribution rate during the term of this agreement for employees who retire on or after July 1, 2011 shall be three 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 Memorandum between the Employer and the fund.

e. The Employer shall continue to pay the cost of coverage, subject to the required retiree contribution rates, for annuitants 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 15 years of credited service, (20 years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems, except that

- (a) an employee who leaves State employment prior to superannuation age, and subsequently retires at or after superannuation age must have 25 years of credited service in the State and/or Public School Retirement Systems,
 - (b) an employee who is furloughed prior to superannuation age, and subsequently retires at or after superannuation age during the recall period must have 15 or more years of credited service, (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems,
 - (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 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems 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 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer-paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.
- (2) Disability retirement, which requires at least five years of credited service in the State and/or Public School Retirement Systems, except 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 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems or 25 years of credited service in the State and/or Public School Retirement Systems or

- (3) Other retirement with at least 25 years of credited service in the State and/or Public School Retirement Systems, except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.
- (4) All employees who had at least 15 years of credited service as of June 30, 2008, or who had 13 years of credited service and were within one year of superannuation age as of June 30, 2008, whether it had been purchased as of that date or eligible to be purchased as of that date, shall be eligible to elect REHP coverage upon reaching superannuation age with 15 years of credited service rather than 20. The three-year rehire rule will not apply to such employees.
- (5) 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 State and/or Public School Retirement, TIAA-CREF or other approved retirement systems' rules in effect from time to time. Employees hired on or after July 1, 2007 who have earned credited service under the State and/or Public School Retirement, TIAA-CREF or other approved 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 State and/or Public School Retirement Systems 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. 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 6. When an employee dies as a result of a work-related accident, the Fund shall continue to provide medical plan benefits and supplemental benefits, as determined and extended by the Fund, to the spouse and eligible dependents of the employee until the spouse remarries or becomes eligible for coverage under another Employer's health plan. Annual certification of non-coverage will be required.

The medical plan benefits and supplemental benefits will be converted to the REHP at the time when the employee would have reached age 60.

Section 7. The parties will evaluate the health plans offered under the Fund, and take action as necessary, in order to ensure that a tax and/or penalty is not assessed against the Commonwealth pursuant to the Affordable Health Care Act as a result of the impact upon employees of any such plans.

RECOMMENDATION NO. 20
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.

Section 2.

a. Permanent employees who are granted sick leave without pay, parental leave without pay, or family care leave without pay will continue to receive 100% State-paid coverage under the current life insurance plan for up to six months. Permanent employees who are on sick, parental, or family care leave without pay for longer than six months may remain in the program for an additional six month period by paying the entire premium. Permanent employees who are granted injury leave (paid and unpaid) will continue to receive 100% State-paid coverage under the current life insurance plan for up to twelve (12) months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. Except as provided in c. below, those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental, family care, or injury leave for longer than one full pay period may remain in the program for up to one year by paying the entire premium.

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

Section 3. The amount of insurance is the employee's annual pay rate in effect on the preceding January 1, rounded to the nearest thousand dollars, but not to exceed \$40,000. The amount will be reduced to 65% on the date the insured individual reaches age 70 and to 50% on the date the insured individual reaches age 75.

Section 4. The Employer shall continue to provide each employee who is covered under the currently-existing life insurance plan with fully-paid accidental death benefits for work-related accidental deaths. The amount of coverage is \$25,000, unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

RECOMMENDATION NO. 21
FEDERATION BUSINESS

Section 1. The Employer agrees to provide a separate and identified space on bulletin boards in work locations where more than five employees in this unit are located. Such bulletin boards shall be in areas in those work locations that are normally frequented and readily accessible to the employees. The Federation shall have the exclusive right as the employee representative organization to post notices directed to the employees in this unit. The bulletin board may be used for the announcement of meetings, election of officers of the Federation and any other material related to Federation business. The Federation shall not post material detrimental to the labor-management relationship or of a political or controversial nature. The Federation may send mail related to Federation business to local Federation representatives and/or officers at appropriate facilities to which mail is delivered.

Section 2. The Employer shall make available to the Federation, upon its reasonable request and within a reasonable time thereafter, such information, statistics and records related to the meet and discuss unit, which are in possession of the Employer and are necessary for the discussions and/or the implementation of this Memorandum. The Employer shall not be required to compile such material in the form requested if it is not already compiled in that form, unless mutually agreeable.

Section 3. No Federation member or representative shall solicit members, engage in organization work, or participate in other Federation activities during work hours of the employees involved on the Employer's premises except as provided for in this Memorandum.

Section 4. Federation members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Federation business during non-work hours of the employees involved upon obtaining permission from the Employer's human resource officer or a designated representative. Any additional costs involved in such use must be paid for by the Federation.

Section 5. The Employer will provide a reasonable number of employees with time off, without loss of pay, to attend labor-management meetings and meet-and-discuss sessions.

Section 6. A copy of any notice, directive, or bulletin relating to any meet and discuss unit employee shall be made available on request of the Federation. No such notice, directive or bulletin shall be denied to the Federation for reason that salary or related salary information is shown thereon.

Section 7. Employees who are elected or appointed as Federation officials or representatives shall at the written request of the employee be granted leaves without pay for the maximum term of office. Such leaves may be renewed or extended by written mutual consent of the Federation and the Employer. The parties hereto agree that employees, upon returning to work after such leave, shall be offered their former position or a job of similar nature and at the same salary grade.

RECOMMENDATION NO. 22
GRIEVANCES AND ARBITRATION

Section 1. Where an employee has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission, either the Memorandum grievance procedure shall cease, if the employee has submitted a Memorandum grievance, or the employee shall not be entitled to institute proceedings under the Memorandum grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within 15 working days of the date of the occurrence of the action giving rise to the grievance, the processing of a Memorandum grievance filed within the time limits set forth in Section 2 shall be permitted. Additionally, if the appeal to the Commission is not accepted outside the time limits prescribed in Section 2 of this Recommendation, the employee shall be entitled to institute proceedings under the memorandum grievance procedure within 15 working days of the date of the Commission's denial of appeal. Any grievance appealed outside the 15 working day limit shall be considered untimely filed.

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 grievant shall present the grievance orally or in writing to the immediate supervisor within 15 working days after the date of the occurrence giving rise to the grievance or within 15 working days after the date on which the grievant learned or reasonably should have learned of such occurrence, whichever is later. The immediate supervisor shall attempt to resolve the matter and report a decision to the grievant within 15 working days after its presentation. Grievances presented in writing shall be answered in writing.

Step 2. In the event the grievance is not settled at Step 1, it may be appealed in writing to the head of the division or bureau within 15 working days after the immediate supervisor's response is due. Upon receipt of appeal, the official receiving the appeal shall, within 15 working days, meet with the complainant, if any, and the Federation representative in an effort to adjust the matter to the satisfaction of all concerned. Within 15 working days after the meeting, the official shall communicate a decision in writing to the complainant, if any, the Federation representative and the immediate supervisor.

Step 3. An appeal from an unfavorable decision at Step 2 shall be presented in writing to the department or commission head within 15 working days after the response from Step 2 is due. The department or commission head, labor relations coordinator or labor relations officer shall communicate a decision in writing to the Federation President within 15 working days after receipt of the appeal. A meeting shall be held if requested by either party to make an effort to adjust the matter to the satisfaction of all concerned. The written appeal shall identify the provisions of the Memorandum in dispute, the department and employee involved, and shall include a copy of the grievance and all prior responses. The grievance shall not be amended after the third step of this procedure. An employee shall be required to submit a current job description for appeals submitted under the provisions of Section 1, Recommendation No. 34.

Step 4. An appeal from an unfavorable decision at Step 3 shall be presented in writing to the Bureau of Labor Relations, Office of Administration within 15 working days after the response from Step 3 is due. If either party believes a grievance meeting might serve to resolve the dispute, that party shall request a grievance meeting and, upon mutual Memorandum, the parties shall meet to discuss the grievance. The Bureau of Labor Relations shall issue a decision in writing to the Federation President within 15 working days after either receipt of the appeal or after the meeting, if one is held.

Step 5. An appeal from an unfavorable decision at Step 4 in the case of suspension, demotion or discharge may be initiated by the Federation only within 15 working days after the response from Step 4 is due, serving upon the Bureau of Labor Relations, Office of Administration a notice in writing of the intent to proceed to arbitration.

The arbitrator is to be selected by the parties jointly within seven working days after the notice has been given. If the parties fail to agree on an arbitrator, or if no selection is made within the specified time, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators.

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

Each case shall be considered on its merits and the Memorandum shall constitute the basis upon which decision shall be rendered. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Memorandum. The arbitrator shall be confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted.

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

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 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. If a decision is not made under the time limits set forth in Steps 1 through 4 by the appropriate Employer representative, then the grievance shall be deemed to be denied and the employee or the Federation may proceed to the next step. In the event the employee or the Federation does not meet the time requirements established in Steps 1 through 5, the last decision made by the Employer representative shall be deemed final.

All the time limits contained in Section 2 may be extended by mutual Memorandum, but must be made in writing. The granting of any extension at any step shall not be deemed to establish a precedent.

Section 4. A grievance based on the action of authority higher than the immediate supervisor shall be initiated at that step of this grievance procedure. The general procedures relating to that step shall apply to the presentation and adjustment of the grievance, including the right of appeal.

Section 5. An employee desirous of having representation shall be permitted to have only Federation representation present at each step of the grievance procedure.

The Federation shall furnish the Employer with the names and work locations of grievance representatives and shall notify the Employer of any change.

An aggrieved employee and Federation representative if employees of the Employer, shall be granted reasonable time during working hours, if requested, to present the grievance at the steps set forth under Section 2 without loss of pay or leave time.

Section 6. Federation representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the human resource officer or designated representative. If the Federation representative is an employee of the Employer, the representative shall request from the immediate supervisor reasonable time off from regular duties to investigate and present such grievances.

Section 7. Conferences and hearings held under this grievance procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for the grievant, the Federation representative and witnesses to attend. Hearings scheduled for suspension cases shall be held at a location mutually agreed upon by the parties.

Section 8. Nothing in this Recommendation shall interfere with the rights of individual employees or groups of employees to present grievances and to have them adjusted in accordance with the provisions of Section 606 of the Public Employe Relations Act.

Section 9. The Federation shall have the right to initiate or appeal a grievance at the appropriate step of this procedure.

Section 10. The decision at Steps 1, 2, and 3 shall not be used as a precedent for any subsequent case.

Section 11. A grievance or dispute which may arise concerning the enforcement or application of a rule, regulation, policy, practice, and/or procedure relating to wages, hours, terms and conditions of employment of an employee in this unit which has been issued by an agency or department or by the Executive Board or the Office of Administration may be processed through the grievance procedure, provided, however, the decision at Step 3 shall be final and binding as to a rule, regulation, policy, practice and/or procedure issued by a department or agency and the decision at Step 4 shall be final and binding as to a rule, regulation, policy, practice and/or procedure issued by the Executive Board or Office of Administration.

RECOMMENDATION NO. 23
TRAVEL EXPENSES

Section 1. Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. The mileage allowance shall be the General Services Administration rate. If the General Services Administration of the Federal Government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for employees under this Memorandum will be increased or decreased on the effective date of the General Services Administration change.

Section 2. Employees who are required by the Employer to travel 15 miles or more from their regular office worksite and whose work assignment requires they remain away from said office worksite during their normal lunch period, shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales tax.

Section 3. Except as herein provided, the Commonwealth Travel Expense Regulations will govern. The Employer agrees to meet with the Federation at the Office of Administration and the agency level to discuss changes to the Commonwealth Travel Expense Regulations and their implementation at the agency level.

Section 4. The Employer's Corporate Card Program shall apply to employees in this unit and be administered in accordance with the side letter dated June 14, 1999.

Section 5. If action of the Executive Board of the Commonwealth increases the automobile mileage, subsistence or lodging allowances during the term of this Memorandum, such increased allowances will automatically accrue to employees of this supervisory unit upon the date such increased allowances are to become effective as the result of Executive Board action.

RECOMMENDATION NO. 24
SENIORITY

Section 1. For the purpose of this Recommendation, the term "seniority" means length of continuous service within this meet-and-discuss unit.

Section 2.

a. For employees having continuous employment with the Commonwealth prior to the establishment of the supervisory unit, (February 21, 1973) "continuous service", as used in Section 1 of this Recommendation, shall include length of continuous service in any and all classifications which were certified to this supervisory unit including classifications for which titles were changed, or merged with continuing job titles which subsequently were certified to this supervisory unit.

b. Seniority credit for each employee is maintained as a total number of days. Employees will then accrue seniority in accordance with the following procedure:

The number of regular hours paid each bi-weekly pay period plus the number of hours of military leave without pay, leave without pay for Federation business in accordance with Recommendation 11, Section 7 will be accumulated. This total number of hours will be divided by 7.5 or 8.0 as applicable and rounded up to the next highest day. The result will be added to the employee's accumulated total.

Section 3. The following shall constitute a break in continuous service: resignation, separation for just cause, retirement, acceptance of other permanent employment while on leave, expiration of recall period, and acceptance of Commonwealth employment outside the classifications of the Educational and Cultural employee unit. If continuous service is broken by any of the above, the employee shall lose supervisory unit seniority for purposes of this Recommendation. If the employee is returned within one year after such break in service, the employee shall be entitled to that seniority accrued up to that point in time when the break in service started, 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. Seniority unit means that group of employees in a classification within an affected institution, bureau, agency or department operational structure as listed in Appendix B.

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 approval of benefits by the State Employees' Retirement System.

Section 4. A seniority list, for each seniority unit, as listed in the attached Appendix B, in the order of descending seniority, shall be prepared and revised, where necessary, every six months. Such lists shall be posted on the appropriate bulletin boards, and a copy shall be provided directly to the Federation at the time of posting. At the request of either party, a seniority unit listed in Appendix B may be the subject of meet and discuss meetings.

Section 5. 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.

Section 6. When the Employer determines that a furlough is necessary, the Employer will give a one month advance written notice to the Federation, except where extenuating circumstances would not permit it, concerning a layoff or furlough affecting this supervisory unit. Thereafter, at the Federation's request, the Employer and the Federation will have continuing discussions concerning the layoff or furlough as more information becomes available. Layoffs or furloughs of employees in this unit shall be accomplished in the following manner:

- a. Within a class, or, if there are parentheticals then within the parentheticals in the class, within the seniority unit in the inverse order of seniority as defined in Section 1 of this Recommendation.
- b. If there is a lower class in the classification series, the affected employee shall bump back within the classification series within the seniority unit, provided the employee has the requisite seniority, and meets the existing requirements for the position at the time of the furlough.
- c. The employee affected by Subsection b. who has the requisite seniority if there was no lower class in the classification series, is entitled to bump within the seniority unit into a class previously held.
- d. In all instances, the class being bumped into must have a pay scale group that does not exceed the affected employee's pay scale group. Further, the affected employee must bump into the position of the least senior person in the seniority unit in the affected class.

- e. In cases where a seniority unit is comprised of more than one geographic work location, an affected employee, who in exercising his or her bump rights would otherwise be required to move into another geographic location within the seniority unit, may bump the employee with the least seniority in the affected employee's current work unit. If there is no available bump then the affected employee may bump the employee with the least seniority in the closest geographical location within the seniority unit.
- f. For the purpose of the exercise of bumping rights in this Section, permanent full-time employees shall have bumping rights to both full-time and part-time positions. A full-time employee shall bump the least senior full-time employee in the seniority unit, provided they have the requisite seniority, skill and ability before bumping the least senior part-time employee in the seniority unit, provided they have the requisite seniority, skill and ability.
- g. Permanent part-time employees shall have bumping rights to part-time positions only.

Section 7. In any class within the units affected by layoffs or furloughs, all emergency temporary and provisional employees shall be laid off or furloughed before any other employee.

Section 8. The Employer shall establish a preference list by seniority unit for those persons who have been furloughed or laid off under the provisions of Section 6 of this Recommendation in the inverse order of such layoff or furlough. The list shall remain in effect for a period of three years and shall be used in the order of seniority to fill vacancies within a classification or a lower classification within the series from which the persons on the preference list may have been furloughed or laid off. In the event a person refuses an offer of recall to a position classification from which furloughed or laid off, the employee shall be dropped from further consideration for recall. Refusal to a position having a lower pay scale group shall not affect the employee's place on any preference list.

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

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

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

d. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall be eligible for all benefits enjoyed by permanent employees provided other applicable eligibility requirements are met.

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

f. A permanent part-time employee shall only have recall rights under this section to part-time positions. (temporary or permanent)

Section 9. In the event of a furlough affecting employees who formerly occupied a classification within this seniority unit, such employees shall first bump into the classification within the seniority unit occupied immediately prior to leaving this supervisory unit, or if such a bump is not available, then into any lower classification in the same classification series, provided in both situations above that the classification is within the same seniority unit in which the furlough is occurring and provided that the employee has more supervisory unit seniority than the employee with the least amount of supervisory unit seniority in that classification and meets the existing requirements for the position at the time of the furlough, and provided that the employee has not had a break in service as defined in Section 3 since leaving the supervisory unit. Supervisory unit seniority previously earned shall accrue to the employee upon return to the supervisory unit. Seniority earned by the employee while outside the meet-and-discuss unit shall not accrue to the employee upon movement back to the supervisory unit.

Section 10. For the purpose of layoff and furlough only, superseniority shall be granted to no more than a total of twenty-two (22) rank and file and first level supervisory Federation officers which may include the Executive Board and the Grievance Chairperson.

The Federation will provide the Bureau of Labor Relations with changes to the list of employees to be granted superseniority on a quarterly basis - January 1, April 1, July 1 and October 1.

Effective the date the furlough is announced the number of Federation officers within each affected agency who have been accorded superseniority shall remain unchanged until the furlough is executed.

The Federation may within five (5) working days following the announcement of a furlough notify the Commonwealth of any changes of incumbents to those positions. Changes to the list which are submitted after the five day period will not be considered in that furlough unless those changes are made pursuant to the provisions of Paragraph 2, above.

Section 11. If an employee is unable to execute a bump as provided in Recommendation 24, Section 6, and is placed on a furlough list, the Commonwealth will attempt to place the employee in a budgeted, available, uncommitted vacancy in a classification covered by this Memorandum to which there are no seniority claims in the following manner:

a. Placement will be made to positions in classifications covered by this Memorandum to which an employee has bumping rights in any agency under the jurisdiction of the Governor provided the employee possess the requisite skill and ability. In addition, placement will be made to entrance level vacancies in any classification covered by this Memorandum in the same or lower pay scale group in the agency from which the employee was furloughed, provided the employee meets the minimum requirements and qualifications essential to the work of the vacancy.

If an employee is unable to be placed under Paragraph one of this Subsection, placement will be made to entrance level vacancies in a classification in the same or lower pay scale group in the same bargaining unit from which the employee was furloughed in any agency under the jurisdiction of the Governor, provided the employee meets the minimum requirements and qualifications essential to the work of the vacancy.

b. Employees placed in entrance level vacancies which are not in the classification or classification series which an employee previously held will serve a six month probationary period during which the provisions of Recommendation 35, Section 1 shall not apply. Employees who are terminated for failure to successfully complete the probationary period shall retain recall rights under Section 8 of this Article.

c. Geographic limitations for the application of this Section will be designated by the employee completing a placement questionnaire. The employee may choose up to ten counties in which the employee would be available for employment or a statewide availability.

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

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

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

f. Employees will be offered placements in one vacant position. If an employee declines the offer of placement, the employee's rights under this Section cease. The furloughed employee shall retain recall rights as outlined in Section 8 of this Recommendation.

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

h. In addition, employees shall complete an "Availability for Temporary Employment" questionnaire. If an employee indicates a desire not to be offered placement to temporary positions no such offers will be made and placement rights to permanent positions will not be affected. However, if an employee indicates a desire to be offered a temporary position and refuses such an offer, the employee shall forfeit all placement rights.

i. Employees placed in vacancies in the same classification from which furloughed or in vacancies in other classifications at the same pay scale group of the classification from which furloughed will lose recall rights outlined by Recommendation 24, Section 8. Those employees placed in a classification in a lower pay scale group will retain their recall rights under Recommendation 24, Section 8.

j. The provisions of this Section will be implemented at the time the employee's completed placement questionnaires are received by the central human resource office of the appropriate agency and will continue for six months after the employee has been furloughed. When the six month period has expired, an employee's rights under this Section cease. However, the employee will retain recall rights under Recommendation 24, Section 8, except as provided in Subsection i. The provisions of this Section will not be implemented on behalf of employees who do not return completed placement questionnaires.

k. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit any placement rights under this Section as of the date of approval of benefits by the State Employees' Retirement Board.

Section 12. A joint committee, composed of representatives from the Federation and the Commonwealth shall be established with the intent of reviewing current furlough procedures for this meet-and-discuss unit.

RECOMMENDATION NO. 25
POSTING OF VACANCIES

Section 1. The Employer agrees to post, at appropriate work locations, unit vacancies that are to be filled at least 15 working days prior to the filling of vacancies unless an emergency requires a lesser period of time. The notice shall include the title of the job, pay scale group, work location, qualifications and the person to whom application should be made.

Section 2. For informational purposes only, the Employer agrees to post management level vacancies except those being filled by non-competitive promotions without examination of classifications within this unit, by agency, that are to be filled. The Employer will simultaneously forward to the Federation representative (name and address to be supplied by the Federation) a copy of the posting.

RECOMMENDATION NO. 26
PERSONNEL RECORDS

Section 1. Employees shall have the right to review and make copies of the contents of their own personnel files maintained at the appropriate agency. Privileged information such as confidential credentials and related personal references normally sought at the time of employment may be exempted from such review.

Section 2. No material derogatory to an employee's conduct, service, character or personality shall be placed in the files unless the employee has had an opportunity to read the material. Employees shall acknowledge that they have read the material by affixing their signature on the material to be filed, with the understanding that such signature merely signifies that the employee read the material and does not indicate Memorandum with its content. Material not brought to the employee's attention within 10 work days after its receipt by the immediate supervisor or other appropriate official shall not be placed in the file. Any anonymous material placed in an employee's files shall be removed therefrom.

Section 3. The employee shall have the right to answer any material filed and that answer shall be attached to the filed material.

Section 4. Only those personnel who have an official right and reason for doing so may inspect an employee's files.

Section 5. Employees may request removal of material from their file when they have proved such material to be untrue and have recourse to the grievance procedure should a question arise as to the validity of the proof offered by the employee. It is understood that this Section does not apply to anything contained in a performance evaluation.

Section 6. Administrators shall be encouraged to place in the employees' files information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature. Any such materials received from an outside, competent responsible source may also be included in the employee's file.

Section 7. If the official personnel file is subpoenaed in accordance with law, the custodian of the record will notify the employee upon receipt of the subpoena. Should the custodian be otherwise unable to contact the employee, the employee shall be notified in writing upon receipt of subpoena.

Section 8. The personnel file shall not contain adverse records unrelated to Commonwealth employment or of unfounded charges or complaints which could adversely affect the employee's employment or career. After a two-year period, a written reprimand or reference to an oral reprimand shall be removed from the employee's official personnel folder if no intervening incidents of the same or a similar nature have occurred.

RECOMMENDATION NO. 27
UNEMPLOYMENT COMPENSATION

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

RECOMMENDATION NO. 28
HEALTH AND SAFETY

Section 1. The Employer will take positive action to assure compliance with laws and regulations concerning the health and safety of employees working in state-owned or leased buildings and to assure compliance with all lease provisions affecting the safety and health of employees.

Section 2. The Employer agrees to establish a health and safety committee at each worksite. Multi-agency committees may be established by mutual agreement. The purpose of the committee shall be to investigate present or potential safety hazards and security problems and to make recommendations for corrective actions. Unless otherwise agreed by the parties, the committee shall meet once quarterly unless a clear and present danger situation warrants a special meeting. Federation representatives on the committee shall be given a reasonable amount of time during working hours to investigate safety and health hazards brought to the committee, and, to serve on this committee. Federation representatives on health and safety committees will be given consideration to attend safety training in accordance with the provisions of Recommendation 11, Section 7.

Section 3. The Employer agrees to inform the local Federation, as soon as possible, when representatives of the Bureau of Occupational and Industrial Safety, Department of Labor and Industry, or other state or federal agencies involved in the establishment or enforcement of laws concerning or affecting the health and safety of employees working in state-owned or leased

buildings are on the premises for an investigation. A designated Federation representative located on the premises shall be allowed to accompany such representatives on inspection tours of the work site to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of such regulatory agencies who are at the work site for the purpose of safety inspections, the Employer agrees to inform the local Federation.

Section 4. The Employer will not assign employees to any work area in any building owned or leased by the Commonwealth while there is clear and present danger to their safety and such a danger is not an anticipated part of the normal and expected responsibilities and risks of the job in question.

Section 5. The Employer will take appropriate action to protect its employees from injury while at work. Where clear and present hazardous conditions exist at a work site, the Employer shall post appropriate warning signs and take immediate action to abate the hazard.

Section 6. Upon request, the Employer shall provide the Federation with information concerning the use of materials at the work site. This information shall include known data regarding chemical composition and side effects and what protective measures, if any are necessary, have been taken.

Section 7. Upon written request, the Federation shall be provided with copies of statistical reports concerning work-related accidents.

Section 8. If an employee experiences an exposure as defined in Act 148 to an inmate's blood and body fluid, the employee and the Employer shall follow the procedures outlined in Act 148 of 1990. If such procedures require an employee to attempt to obtain a court order to obtain the HIV status of the inmate, the Employer shall reimburse reasonable attorney's fees unless the Employer determines that the attempt to obtain the court order is without merit. An employee may utilize the grievance procedure to challenge the Employer's denial of reasonable attorney's fees.

RECOMMENDATION NO. 29
SPECIAL AND PART-TIME EMPLOYEES

Section 1. Present practices relating to part-time, irregularly scheduled and specially classified employees shall remain as is.

Section 2. Employees referred to in Section 1 shall only be entitled to those fringe benefits presently received subject to any modifications to those specific fringe benefits provided for in this Memorandum. If prior fringe benefits were prorated, the modifications to those fringe benefits shall likewise be prorated. No additional fringe benefits shall accrue by virtue of the provisions of this Memorandum.

RECOMMENDATION NO. 30
WORK-RELATED INJURIES

Section 1. An employee who sustains a work-related injury during the period of this Memorandum as a result of which the employee is disabled, if so determined by a decision issued under the operation of the Worker's Compensation program, shall be entitled to use accumulated sick, annual, or personal 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 worker's compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, social security and retirement contributions. One full day of accumulated leave (7.5 or 8 hours as appropriate) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of 12 months or for the duration of the disability, whichever is lesser, except that, if only accumulated leave is used, it may be used beyond 12 months until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 12 may apply.

For temporary employees, accumulated leave and injury leave without pay shall be available for an aggregate of up to 12 months, for the duration of the disability or for the scheduled duration of the temporary employment, whichever is the least. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred.

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

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. Pay for accumulated leave used will be calculated in accordance with Section 1, 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, if an employee continues to receive workers' compensation, the employee will be placed on leave without pay in accordance with Section 7 below and will not be entitled to receive state-paid coverage for life insurance and state payments toward coverage for health benefits.

Section 5. An employee is required to refund to the Employer the amount of any overpayment. In no case shall an employee be entitled to full pay and workers' compensation and/or social security for the same period. The Employer shall recover any amount in excess of the paid supplement to workers' compensation as described in Section 1. 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.

Section 6. State-paid coverage for life insurance and for state payments toward coverage for health benefits as provided in Recommendations 19 and 20, will continue for the period of time that the employee is on leave under Sections 1 and 12.

Section 7. An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Recommendation 24, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three-year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Section 1 or Section 12, where applicable, and the end of the guarantee in this Section, the employee will be on leave without pay.

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

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

Section 8. The compensation for disability retirement arising out of work-related injuries shall be in accordance with the State Employees' Retirement Code.

Section 9. 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, annual or personal leave for the purpose of continued medical treatment of the work-related injury in accordance with Recommendations 7, 8 and 9. 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 10. Sections 4, 6, and 8 of this Recommendation shall not apply to temporary employees.

Section 11. Sections 1 through 10, and 12 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 12. 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.

Section 13. It is understood by both parties that the provisions of this Recommendation are consistent with the Family and Medical Leave Act of 1993, USC Section 2601 et seq. and that leave granted in accordance with Sections 1 and 12 shall be designated as leave under the provisions of the Act.

Section 14. It is understood by both parties that the provisions of this Recommendation are consistent with the Americans with Disabilities Act.

RECOMMENDATION NO. 31 MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Commonwealth, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Commonwealth, except as modified by this Memorandum.

Matters of inherent managerial policy are reserved exclusively to the Commonwealth, which shall include but shall not be limited to such areas of discretion or policy as the functions and programs of the Commonwealth, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel; subject, however, to the provisions of Recommendation 32, Consultation, and except as modified by this Memorandum.

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

RECOMMENDATION NO. 32
CONSULTATION

Section 1. Committees of the Federation shall meet the chief management official of the separate employing Commonwealth agencies, or authorized designees, to discuss matters of policy affecting wages, hours and terms and conditions of employment and matters relating to the implementation of this Memorandum and other problems of the employee-management relationship. At the request of either party, a labor/management committee meeting shall be held not more than one each month at a time and date mutually agreed upon. By mutual consent of the parties, more frequent meetings may be held upon request of either party. An agenda shall be prepared by the requesting party and forwarded to the other party at least five working days prior to each meeting.

Section 2. Meetings shall be scheduled during the regular work day at a mutually satisfactory time. The Federation representatives shall suffer no loss of salary for attendance at these meetings.

Section 3. The Employer shall not take any action changing or establishing any policy or practice affecting the conditions of employment without a prior "meet-and-discuss" with the Federation.

Section 4. A joint Federation-Commonwealth committee comprised of equal numbers of members representing each group (not exceeding three persons from each group) shall meet for the purpose of recommending criteria for evaluating and promoting employees in this unit. In addition, the Commonwealth will meet and discuss, upon request, over any issues arising under Recommendation 38 which are not subject to the grievance and arbitration Recommendation.

RECOMMENDATION NO. 33
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. If any provision of this Memorandum is in conflict with Federal Executive Orders 11246 and 11375, as amended, the Civil Service Rights Act of 1964, and all laws and rules relating to the Commonwealth's Equal Employment Opportunity Program, and the Americans with Disabilities Act, the provisions of aforementioned Orders, laws and implementing regulations shall prevail.

Disputes regarding the application and implementation of the Orders, laws and implementing regulations shall be subject to the grievance procedure up to and including the fourth step.

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

RECOMMENDATION NO. 34
CLASSIFICATION

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

STEP 1: The Employee or the Union will present the grievance to the agency Human Resource Director or his or her designee. The Employee or Union will also provide an informational copy of the grievance to their institutional, regional or district Human Resources Office where applicable. The Employee or the Union 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.

STEP 2: In the event that the grievance is not satisfactorily resolved at Step 1, the Employee or the Union 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 Employer 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.

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

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

Section 2. The Federation recognizes the right of the Employer to direct its working force, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification.

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

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

Once the requirement for the five full cumulative day threshold has been met, payment will be included in the employee's biweekly paycheck. If the position is filled permanently by other than the employee temporarily filling the position, the employee temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits to which they would have been entitled had they remained in their normal assignment. An employee or employees shall not be temporarily assigned to perform in general the duties and responsibilities of a position in a higher rated classification for more than nine continuous months or the length of the leave of absence of the employee being replaced, whichever is greater.

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

Grievances arising from Section 2 of this Recommendation shall be submitted in writing and the employee shall attempt to include the dates on which the alleged out of class work occurred and a description of the alleged higher level work performed. The failure of the employee to provide the required information will not affect the validity of the grievance. Grievances pertaining to this Section may be processed through Step 4 of the grievance procedure as set forth in this Memorandum. The decision of the Employer shall be final, binding and determinative of the issue.

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 agrees to furnish a copy of the current job specifications and pay scale groups of each position certified as within this supervisory unit and of all subsequent changes thereto.

Section 4. The Employer and the Federation agree to create a Job Evaluation Committee. The Committee will perform the following functions:

- a. Compress the existing Classification Plan consistent with pay equity principles;
- b. Review the creation of new classifications; and
- c. Review modifications to the compressed plan.

RECOMMENDATION NO. 35
DISCHARGE, DEMOTION, SUSPENSION, AND DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge or take any action against an employee without just cause. A demotion, suspension or discharge may be appealed beginning at the third step of the grievance procedure, subject to any conditions set forth in the grievance procedure. Other disciplinary action may be appealed beginning at the first step of the grievance procedure. The Federation shall be notified in writing by the Employer of any suspension, discharge or demotion, provided such demotion is the result of a disciplinary action. The requirements to notify the Federation will not be applicable if the Federation has not informed the agency or institution in writing of the applicable individual who will act on behalf of the employee involved. The failure of the Employer to comply with the preceding notification requirements will not affect the validity of the action, but will suspend the time period set forth in Step 1 of Section 2 of Recommendation 22, Grievances and Arbitration, until the notification is received.

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 action or knowledge thereof.

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

Section 4. The Employer and the Federation agree to the alternative forms of discipline in lieu of suspension actions program in accordance with the side letter dated June 14, 1999.

RECOMMENDATION NO. 36
NON-DISCRIMINATION

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

RECOMMENDATION NO. 37
NO STRIKE

Section 1. No employee shall engage in a strike as that term is defined in Recommendation VI and XI of the Public Employee Relations Act.

Section 2. The Commonwealth may summarily discipline, suspend, demote or discharge any employee who violates Section 1 of this Recommendation.

RECOMMENDATION NO. 38
PROFESSIONAL STATUS

Section 1. The employees in this unit are professional employees in the educational and cultural fields. As professional employees, it is understood that their work is predominantly intellectual and varied in character; requires consistent exercise of discretion and judgment; and requires knowledge of an advanced nature produced by specialized study. Because of the multitude of jobs within this supervisory unit as well as the variety of task assignments, the relationship between these professional employees and their supervisors will not always be uniform. Generally, whenever feasible, certain basic concepts should be present in this relationship. Among these are the following:

1. The professional employee should perform task assignments with a minimum of supervision.
2. The professional employee should be given broad discretion in developing solutions to problems, consistent with the needs of management.
3. A professional employee who is charged with the implementation of a program should have an opportunity to participate in the planning stages for the program.
4. The professional employee is expected to continually reevaluate a program and to recommend changes when necessary.

Both parties recognize that the provisions of this Section represent goals and, as such, are not subject to the grievance and arbitration recommendation.

Section 2. A professional employee who has an academic title shall not be restricted in the use of such title in the course of his Commonwealth employment.

RECOMMENDATION NO. 39
MISCELLANEOUS PROVISIONS

Section 1. In the event that any provision of this Recommendation is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a Court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. All other provisions of the Memorandum shall remain in full force and effect. In the event any provision of this Memorandum is or shall be held contrary to law as stated above the parties shall meet within 10 calendar days for the purpose of discussing a substitute provision.

Section 2. Except as provided otherwise herein, the Employer has fulfilled its obligation to meet and discuss with employees in this unit or their representative on wages, hours and other terms and conditions of employment.

Section 3. Employees desiring to transfer to other positions shall submit a written request to their immediate supervisor stating the reasons for the requested transfer. If the Employer in its sole discretion agrees to such transfer, the Employer shall be entitled to maintain whatever seniority rights that are appropriate.

Section 4. The Commonwealth and the Federation agree to treat smokeless tobacco and electronic smoking devices in the same manner in which other tobacco usage at the worksite is treated.

Section 5. The Department of Corrections Drug and Alcohol Policy will be modified as follows: 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.

RECOMMENDATION NO. 40
FAMILY CARE LEAVE

Section 1. After completing one year of service, permanent employees shall be granted, upon written request, up to six months of family care leave without pay with benefits, on a rolling twelve month year basis, for the purpose of attending to the medical needs of a spouse, parent, son or daughter or other person qualifying as a dependent who has a serious health condition, as defined by the Family and Medical Leave Act, 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 shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve month year. After twelve weeks of absence, whether

taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks.

The request, which shall be submitted at least two weeks in advance if circumstances permit, must include documentation supporting the need for Family Care Leave.

One aggregate six month entitlement of leave without pay with benefits will be provided for family care leave without pay used under this Section, sick leave without pay used under Recommendation 11, Section 3.a., and parental leave without pay used under Recommendation 15, Section 1.a. Leave used under these Recommendations, as well as military exigency leave used under Recommendation 11, Section 11, will be deducted from the six month entitlement and run concurrently.

After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Recommendation 11, Section 3.a., Recommendation 15, Section 1.a., and/or military exigency leave used under Recommendation 11, Section 11, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave.

The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Recommendation 19, Section 3.

Section 2. State payments toward coverage for health benefits and State-paid coverage for life insurance as provided in Recommendations 19 and 20 will continue for the period of time the employee is on family care leave without pay with benefits under Section 1 of this Recommendation.

Section 3. Upon request of the employee, an extension of up to an additional six months of leave without pay shall be granted provided the employee provides proof of the family member's continuing illness or disability. The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits. It shall not be used on an intermittent or reduced-time basis.

Section 4. a. If eligible for paid sick leave, an employee shall be required to use all paid sick leave upon commencement of family care leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Employees shall not be required to use annual, personal, compensatory or holiday leave upon commencement of leave without pay; however, if annual, personal or holiday leave is used, it also will run concurrently with and reduce such entitlement.

b. It is understood by the parties that Subsection 4.a. applies except that employees may choose to retain up to ten days of accrued sick leave to be used as sick family and/or additional sick family, in accordance with Recommendation 9, Sections 4 and 5. 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 by employees for absences appropriate for the use of such leave at any time during the first 12 weeks of the six month entitlement to leave without pay with benefits; such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Article 9; such use will not be counted against the six month entitlement to leave without pay with benefits.

Section 5. An employee shall have the right to return to the same position in the same classification held before going on Family Care Leave, or to an equivalent position with regard to pay and skill for absences under Section 1 of this Recommendation. After commencing the extension period under Section 3 of this Recommendation and upon receipt of a written request to return to work, the 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 six-month 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 six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

Section 6. 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.

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, or a child of a person standing in loco parentis or a biological or adopted child of the employee's domestic partner who is:

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

Section 7. 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 Section 2601 et seq.

Section 8. 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. 41
PRESERVATION OF SUPERVISORY UNIT WORK

Section 1. The provisions of Sections 1 through 6 of this Recommendation shall apply only to supervisory unit work performed on July 1, 1996 by employees in the supervisory unit represented by the Federation in the particular agency affected.

Section 2. a. Except as provided in Section 7, the Employer shall not contract/assign supervisory unit work included in the scope of Section 1 to independent contractors, consultants or other non-supervisory unit state employees where (1) such contract/assignment would result in the layoff or downgrading of an employee or (2) such contract/assignment would prevent the return to work of an available, competent employee or (3) the duration of the work to be performed under the contract/assignment is expected to be more than 12 consecutive months or (4) the work is performed on an annually recurring basis; except for the reasons set forth in Subsection b.

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

Section 3. a. Except as provided in Section 7, the Employer shall not contract/assign supervisory unit work included within the scope of Section 1 which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee to independent contractors, consultants or other non-supervisory unit state employees except for the reasons set forth in subsection b.

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

Section 4. This Recommendation will not be construed so as to prevent other non-FOSCEP first-level supervisory unit state employees who are in classification titles represented by employee organizations other than FOSCEP, from performing supervisory unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the Employer or maintain the Employer's standard of service.

Section 5. The Employer shall provide the Federation with as much advanced notice as possible of a proposed contract/assignment of supervisory unit work included within the scope of Section 1 which meets the conditions set forth in Sections 2.a. or 3.a.

Section 6. At each site where a proposed contract/assignment of supervisory unit work is to occur and provided the work is included within the scope of Section 1 and meets the conditions set forth in Sections 2.a. and 3.a., local labor/management committees shall meet and discuss over the reasons for the contract/assignment. At this meeting the Employer shall provide to the Federation all information it has to support a claim (a) of reasonable cost saving or improved service (b) of legitimate operational reasons resulting from technological changes, (c) that there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work, or (d) that the duration of the contract/assignment is not expected to exceed 12 consecutive months duration. The Federation shall have the opportunity to provide alternative methods to attaining the Employer's desired result. In the event that the parties at the local level are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of FOSCEP, the Agency and the Office of Administration.

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

Section 8. The Employer and the Federation acknowledge the above represents the results of meet and discuss conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of supervisory unit work.

RECOMMENDATION NO. 42
TREATMENT OF EMPLOYEES

The Employer does not condone harassment of any employee. The burden of substantiating such an allegation rests with the charging party.

Substantiated instances of such harassment will be remedied by the Employer.

Any grievance or dispute which may arise concerning this issue may be processed in accordance with Recommendation 22 of the Memorandum to the Bureau of Labor Relations in the Office of Administration. The Bureau of Labor Relations' decision as to whether or not the charging party has substantiated that harassment has occurred will be final and binding and shall not be subject to arbitration. The appropriate remedy will be determined by the Bureau of Labor Relations, Office of Administration, in its sole discretion.

RECOMMENDATION NO. 43
COMMITTEE ON POLITICAL EDUCATION DEDUCTIONS

Section 1. The Employer agrees to deduct from the paycheck of employees covered by this Memorandum voluntary contributions to the Federation's Committee on Political Education. The Employer shall make such deductions only in accordance with the written authorization of respective employees which shall specify the amount, frequency and duration of the deductions.

Section 2. The Employer shall transmit the monies deducted in accordance with this Recommendation to the Federation's Committee on Political Education in accordance with the procedures agreed to by the Employer and the Federation.

Section 3. The Federation shall reimburse the Employer for the Employer's actual cost for the expenses incurred in administering this Recommendation.

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

RECOMMENDATION NO. 44
LEAVE DONATION PROGRAM

Section 1. Permanent employees may donate annual and personal leave to a designated permanent employee in the employee's agency who has used all accrued and anticipated paid leave for the current leave calendar year. The leave is to be used for the recipient's own catastrophic or severe injury or illness or for the catastrophic or severe injury or illness of a family member. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Recommendation 9, Section 6.

Section 2. Recipients

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

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

c. A 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. A severe illness or injury must also be documented on a Medical Condition Certificate to Receive Leave Donations Forms.

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

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

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

(2) For the catastrophic or severe injury or illness of a family member, all accrued annual, personal, 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.

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

h. 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.

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

j. 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.

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

Section 3. Donors

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

b. Donations must be made in increments of one day (7.50 or 8.0 hours), but not more than five days can be donated to any one employee in the same leave calendar year. The donor's annual leave balance after donation cannot be less than the equivalent of five workdays of leave (37.5 or 40.0 hours). Anticipated personal leave may not be donated.

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

d. Unused donations are returned to the donor if: the recipient or family member recovers, dies, or separates before the donor's leave is used; or if the recipient does not use the leave by the end of the leave calendar year, and is expected to either return to work within 20 workdays or to have sufficient anticipated 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 9, Section 6.

Section 4. The provisions of this Recommendation are not grievable under Recommendation 22 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.

RECOMMENDATION NO. 45
TERMINATION

The Recommendations set forth above in this Memorandum are subject to the approval of the Executive Board.

It is understood that this Memorandum and the Recommendations contained herein, whether or not implemented in whole or in part, do not and shall not constitute a collective bargaining Memorandum or contract binding on the parties. This Memorandum of Understanding is executed by the parties hereto on this 13 day of November, 2015.

**Federation of State, Cultural
and Educational Professionals**



William Bertrand
President

Commonwealth of Pennsylvania



Sharon P. Minnich
Secretary of Administration

**COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2014
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
1 Hourly	11.19	12.62	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74
1 Biweekly	839.25	946.50	1,067.25	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,284.50	2,605.50
1 Annual*	21,888	24,685	27,834	31,335	35,364	40,039	45,692	52,186	59,580	67,951
2 Hourly	11.45	12.88	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52
2 Biweekly	858.75	966.00	1,086.00	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,333.25	2,664.00
2 Annual*	22,396	25,193	28,323	31,961	36,127	40,900	46,748	53,281	60,851	69,477
3 Hourly	11.66	13.10	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32
3 Biweekly	874.50	982.50	1,109.25	1,251.75	1,412.25	1,601.25	1,830.75	2,091.75	2,387.25	2,724.00
3 Annual*	22,807	25,624	28,929	32,646	36,831	41,761	47,746	54,553	62,259	71,042
4 Hourly	11.89	13.38	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11
4 Biweekly	891.75	1,003.50	1,132.50	1,278.00	1,441.50	1,639.50	1,871.25	2,139.00	2,439.75	2,783.25
4 Annual*	23,257	26,171	29,536	33,330	37,594	42,758	48,802	55,785	63,629	72,587
5 Hourly	12.14	13.65	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90
5 Biweekly	910.50	1,023.75	1,151.25	1,301.25	1,473.00	1,677.00	1,913.25	2,184.75	2,495.25	2,842.50
5 Annual*	23,746	26,699	30,025	33,937	38,416	43,736	49,898	56,978	65,076	74,132
6 Hourly	12.35	13.90	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77
6 Biweekly	926.25	1,042.50	1,177.50	1,329.00	1,503.00	1,712.25	1,957.50	2,234.25	2,548.50	2,907.75
6 Annual*	24,157	27,188	30,709	34,660	39,198	44,655	51,052	58,269	66,465	75,834
7 Hourly	12.62	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67
7 Biweekly	946.50	1,067.25	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,284.50	2,605.50	2,975.25
7 Annual*	24,685	27,834	31,335	35,364	40,039	45,692	52,186	59,580	67,951	77,595
8 Hourly	12.88	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52
8 Biweekly	966.00	1,086.00	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,333.25	2,664.00	3,039.00
8 Annual*	25,193	28,323	31,961	36,127	40,900	46,748	53,281	60,851	69,477	79,257
9 Hourly	13.10	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32	41.43
9 Biweekly	982.50	1,109.25	1,251.75	1,412.25	1,601.25	1,830.75	2,091.75	2,387.25	2,724.00	3,107.25
9 Annual*	25,624	28,929	32,646	36,831	41,761	47,746	54,553	62,259	71,042	81,037
10 Hourly	13.38	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11	42.37
10 Biweekly	1,003.50	1,132.50	1,278.00	1,441.50	1,639.50	1,871.25	2,139.00	2,439.75	2,783.25	3,177.75
10 Annual*	26,171	29,536	33,330	37,594	42,758	48,802	55,785	63,629	72,587	82,876

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11 Hourly	13.65	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90	43.32
11 Biweekly	1,023.75	1,151.25	1,301.25	1,473.00	1,677.00	1,913.25	2,184.75	2,495.25	2,842.50	3,249.00
11 Annual*	26,699	30,025	33,937	38,416	43,736	49,898	56,978	65,076	74,132	84,734
12 Hourly	13.90	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77	44.26
12 Biweekly	1,042.50	1,177.50	1,329.00	1,503.00	1,712.25	1,957.50	2,234.25	2,548.50	2,907.75	3,319.50
12 Annual*	27,188	30,709	34,660	39,198	44,655	51,052	58,269	66,465	75,834	86,573
13 Hourly	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67	45.27
13 Biweekly	1,067.25	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,284.50	2,605.50	2,975.25	3,395.25
13 Annual*	27,834	31,335	35,364	40,039	45,692	52,186	59,580	67,951	77,595	88,548
14 Hourly	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52	46.27
14 Biweekly	1,086.00	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,333.25	2,664.00	3,039.00	3,470.25
14 Annual*	28,323	31,961	36,127	40,900	46,748	53,281	60,851	69,477	79,257	90,504
15 Hourly	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32	41.43	47.30
15 Biweekly	1,109.25	1,251.75	1,412.25	1,601.25	1,830.75	2,091.75	2,387.25	2,724.00	3,107.25	3,547.50
15 Annual*	28,929	32,646	36,831	41,761	47,746	54,553	62,259	71,042	81,037	92,519
16 Hourly	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11	42.37	48.34
16 Biweekly	1,132.50	1,278.00	1,441.50	1,639.50	1,871.25	2,139.00	2,439.75	2,783.25	3,177.75	3,625.50
16 Annual*	29,536	33,330	37,594	42,758	48,802	55,785	63,629	72,587	82,876	94,553
17 Hourly	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90	43.32	49.46
17 Biweekly	1,151.25	1,301.25	1,473.00	1,677.00	1,913.25	2,184.75	2,495.25	2,842.50	3,249.00	3,709.50
17 Annual*	30,025	33,937	38,416	43,736	49,898	56,978	65,076	74,132	84,734	96,744
18 Hourly	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77	44.26	50.56
18 Biweekly	1,177.50	1,329.00	1,503.00	1,712.25	1,957.50	2,234.25	2,548.50	2,907.75	3,319.50	3,792.00
18 Annual*	30,709	34,660	39,198	44,655	51,052	58,269	66,465	75,834	86,573	98,895
19 Hourly	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67	45.27	51.66
19 Biweekly	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,284.50	2,605.50	2,975.25	3,395.25	3,874.50
19 Annual*	31,335	35,364	40,039	45,692	52,186	59,580	67,951	77,595	88,548	101,047
20 Hourly	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52	46.27	52.82
20 Biweekly	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,333.25	2,664.00	3,039.00	3,470.25	3,961.50
20 Annual*	31,961	36,127	40,900	46,748	53,281	60,851	69,477	79,257	90,504	103,316

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

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PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
1 Hourly	11.19	12.62	14.23	16.02	18.08	20.47	23.36	26.68	30.46
1 Biweekly	895.20	1,009.60	1,138.40	1,281.60	1,446.40	1,637.60	1,868.80	2,134.40	2,436.80
1 Annual*	23,347	26,330	29,689	33,424	37,722	42,709	48,738	55,665	63,552
2 Hourly	11.45	12.88	14.48	16.34	18.47	20.91	23.90	27.24	31.11
2 Biweekly	916.00	1,030.40	1,158.40	1,307.20	1,477.60	1,672.80	1,912.00	2,179.20	2,488.80
2 Annual*	23,889	26,873	30,211	34,092	38,536	43,627	49,865	56,834	64,908
3 Hourly	11.66	13.10	14.79	16.69	18.83	21.35	24.41	27.89	31.83
3 Biweekly	932.80	1,048.00	1,183.20	1,335.20	1,506.40	1,708.00	1,952.80	2,231.20	2,546.40
3 Annual*	24,327	27,332	30,858	34,822	39,287	44,545	50,929	58,190	66,410
4 Hourly	11.89	13.38	15.10	17.04	19.22	21.86	24.95	28.52	32.53
4 Biweekly	951.20	1,070.40	1,208.00	1,363.20	1,537.60	1,748.80	1,996.00	2,281.60	2,602.40
4 Annual*	24,807	27,916	31,505	35,552	40,101	45,609	52,056	59,504	67,871
5 Hourly	12.14	13.65	15.35	17.35	19.64	22.36	25.51	29.13	33.27
5 Biweekly	971.20	1,092.00	1,228.00	1,388.00	1,571.20	1,788.80	2,040.80	2,330.40	2,661.60
5 Annual*	25,329	28,479	32,026	36,190	40,977	46,652	53,224	60,777	69,415
6 Hourly	12.35	13.90	15.70	17.72	20.04	22.83	26.10	29.79	33.98
6 Biweekly	988.00	1,112.00	1,256.00	1,417.60	1,603.20	1,826.40	2,088.00	2,383.20	2,718.40
6 Annual*	25,767	29,001	32,756	36,971	41,811	47,633	54,455	62,154	70,896
7 Hourly	12.62	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74
7 Biweekly	1,009.60	1,138.40	1,281.60	1,446.40	1,637.60	1,868.80	2,134.40	2,436.80	2,779.20
7 Annual*	26,330	29,689	33,424	37,722	42,709	48,738	55,665	63,552	72,482
8 Hourly	12.88	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52
8 Biweekly	1,030.40	1,158.40	1,307.20	1,477.60	1,672.80	1,912.00	2,179.20	2,488.80	2,841.60
8 Annual*	26,873	30,211	34,092	38,536	43,627	49,865	56,834	64,908	74,109
9 Hourly	13.10	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32
9 Biweekly	1,048.00	1,183.20	1,335.20	1,506.40	1,708.00	1,952.80	2,231.20	2,546.40	2,905.60
9 Annual*	27,332	30,858	34,822	39,287	44,545	50,929	58,190	66,410	75,778
10 Hourly	13.38	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11
10 Biweekly	1,070.40	1,208.00	1,363.20	1,537.60	1,748.80	1,996.00	2,281.60	2,602.40	2,968.80
10 Annual*	27,916	31,505	35,552	40,101	45,609	52,056	59,504	67,871	77,426

**COMMONWEALTH OF PENNSYLVANIA
40 HOUR STANDARD PAY SCHEDULE**

EFFECTIVE JULY 1, 2014

PAY SCALE TYPE ST

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11 Hourly	13.65	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90
11 Biweekly	1,092.00	1,228.00	1,388.00	1,571.20	1,788.80	2,040.80	2,330.40	2,661.60	3,032.00
11 Annual*	28,479	32,026	36,199	40,977	46,652	53,224	60,777	69,415	79,075
12 Hourly	13.90	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77
12 Biweekly	1,112.00	1,256.00	1,417.60	1,603.20	1,826.40	2,088.00	2,383.20	2,718.40	3,101.60
12 Annual*	29,001	32,756	36,971	41,811	47,633	54,455	62,154	70,896	80,890
13 Hourly	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67
13 Biweekly	1,138.40	1,281.60	1,446.40	1,637.60	1,868.80	2,134.40	2,436.80	2,779.20	3,173.60
13 Annual*	29,689	33,424	37,722	42,709	48,738	55,665	63,552	72,482	82,767
14 Hourly	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52
14 Biweekly	1,158.40	1,307.20	1,477.60	1,672.80	1,912.00	2,179.20	2,488.80	2,841.60	3,241.60
14 Annual*	30,211	34,092	38,536	43,627	49,865	56,834	64,908	74,109	84,541
15 Hourly	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32	41.43
15 Biweekly	1,183.20	1,335.20	1,506.40	1,708.00	1,952.80	2,231.20	2,546.40	2,905.60	3,314.40
15 Annual*	30,858	34,822	39,287	44,545	50,929	58,190	66,410	75,778	86,440
16 Hourly	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11	42.37
16 Biweekly	1,208.00	1,363.20	1,537.60	1,748.80	1,996.00	2,281.60	2,602.40	2,968.80	3,389.60
16 Annual*	31,505	35,552	40,101	45,609	52,056	59,504	67,871	77,426	88,401
17 Hourly	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90	43.32
17 Biweekly	1,228.00	1,388.00	1,571.20	1,788.80	2,040.80	2,330.40	2,661.60	3,032.00	3,465.60
17 Annual*	32,026	36,199	40,977	46,652	53,224	60,777	69,415	79,075	90,383
18 Hourly	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77	44.26
18 Biweekly	1,256.00	1,417.60	1,603.20	1,826.40	2,088.00	2,383.20	2,718.40	3,101.60	3,540.80
18 Annual*	32,756	36,971	41,811	47,633	54,455	62,154	70,896	80,890	92,344
19 Hourly	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67	45.27
19 Biweekly	1,281.60	1,446.40	1,637.60	1,868.80	2,134.40	2,436.80	2,779.20	3,173.60	3,621.60
19 Annual*	33,424	37,722	42,709	48,738	55,665	63,552	72,482	82,767	94,451
20 Hourly	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52	46.27
20 Biweekly	1,307.20	1,477.60	1,672.80	1,912.00	2,179.20	2,488.80	2,841.60	3,241.60	3,701.60
20 Annual*	34,092	38,536	43,627	49,865	56,834	64,908	74,109	84,541	96,538

* 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 this schedule as outlined in the chapter *Attendance, Holidays, and Leave,* Title 4, Pennsylvania Code.

APPENDIX B
ORGANIZATIONAL SENIORITY UNITS

Education

Furloughs

1. Headquarters

Historical & Museum Commission

Furloughs

Unit 1
Lumber Museum

Unit 2
Cornwall Iron

Department of Transportation

Furloughs

Agency

APPENDIX C

EDUCATIONAL AND CULTURAL UNIT PROFESSIONAL FIRST-LEVEL SUPERVISORY CLASSIFICATIONS

<u>Class Code</u>	<u>Class Title</u>	<u>Pay Scale Group</u>
22080	Education Administration Supervisor	9
22410	Career and Technical Education Services Supervisor	9
24530	Educational Statistics Supervisor	9
25180	Librarian Supervisor 1	8
25320	Library Development Supervisor	9
26030	Archivist 3	8
26070	Historian 3	8
26150	Museum Curator Supervisor Earth Sciences	8
26180	Museum Curator Supervisor History	8
26380	Museum Curator Supervisor Natural Science	8
26270	Museum Educator Supervisor	8
26410	Museum Curator Supervisor Archeology	8
26550	Historic Preservation Supervisor	8
26580	Preservation Construction Supervisor	8
27030	Equal Educational Opportunity Adviser 2	9