

MEMORANDUM OF UNDERSTANDING

BETWEEN

COMMONWEALTH OF PENNSYLVANIA  
AND THE  
PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION

AND

PENNSYLVANIA DOCTORS ALLIANCE

July 1, 2016 through June 30, 2019

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## PREAMBLE

WHEREAS, after an election duly held and certification granted by the Pennsylvania Labor Relations Board in Case Number PERA-R-2374-C, the Pennsylvania Doctors Alliance has been granted exclusive recognition for meet and discuss purposes for the meet and discuss unit hereinafter described;

AND, WHEREAS, the execution of a Memorandum of Understanding is in the best interest of all concerned;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Alliance and the Employer agree as follows:

### RECOMMENDATION 1 RECOGNITION

Paragraph 1. The Pennsylvania Doctors Alliance is recognized as the exclusive representative for purposes of meet and discuss for all those employees within the classifications established by a certification of the Pennsylvania Labor Relations Board, under Case No. PERA-R-2374-C.

Paragraph 2. The term "employee" when used in this Memorandum refers only to those persons falling within the classifications of the certification referred to in Paragraph 1 of this Recommendation.

Paragraph 3. The term "Employer", when used in this Memorandum, refers to the Commonwealth of Pennsylvania and the Pennsylvania State System of Higher Education as independent Employers engaging in coalition bargaining as required by Act 188 of 1982, as amended. When the term "Employer" is used it shall apply only to those employees under each Employer's respective jurisdiction, unless otherwise stated.

### RECOMMENDATION 2 ALLIANCE SECURITY

Paragraph 1. Each employee who, on the effective date of this Memorandum of Understanding, is a member of the Alliance and each employee who becomes a member after that date shall maintain his/her membership in the Alliance, provided that such employee may resign from the Alliance during the 15 day period prior to the expiration of this Memorandum.

Paragraph 2. The Employer and the Alliance hereby agree that all nonmembers of the Alliance shall be subject to a fair share fee as provided for in Act 84 of 1988 (Senate Bill 291) and any amendments thereto.

RECOMMENDATION 3  
DUES DEDUCTION

Paragraph 1. The Employer agrees to deduct the Alliance biweekly membership dues and an annual assessment, if any, 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 of Understanding. In addition, the Employer agrees to deduct a biweekly representation fee from the pay of those employees in the unit who are not eligible for membership in the Alliance and who individually request in writing that such deductions be made. The amount of biweekly deduction shall be certified to the Employer in writing by the Alliance, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Alliance by the last day of the succeeding month after such deductions are made.

Paragraph 2. The employee's written authorization for dues payroll deductions shall contain the employee's name, social security number, agency in which employed, institution/university and the name of the Alliance. The form shall be subject to approval by the Employer.

Paragraph 3. The Employer further agrees to deduct a fair share fee biweekly from all employees in the bargaining unit who are not members of the Alliance.

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

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

RECOMMENDATION 4  
HOURS OF WORK

Paragraph 1. A full-time employee shall normally be scheduled for a work week of 37.5 hours.

Paragraph 2. The Employer may schedule certain full-time or part-time employees under a "floating hours" rather than a "fixed hours" concept whenever mutually agreed to by the Employer and the affected employee.

Paragraph 3. The Employer shall notify an employee at least two weeks in advance of any change in the work schedule for an employee, except in cases of emergency. Where the Employer proposes to initiate changes in schedules resulting from the adoption of new programs that affect several employees, the Employer agrees to notify the Alliance's designated representative at the institution/university and meet and discuss with him/her prior to the implementation of such changes or programs, if requested by the representative.

Paragraph 4. Schedule changes shall not be arbitrary but shall be based on the needs of the Employer.

The work schedule of an employee who regularly works each Monday through Friday throughout the year for a minimum of 37.5 hours biweekly may be changed to other than a Monday through Friday schedule for only a legitimate operational reason which is not arbitrary or capricious.

RECOMMENDATION 5  
HOLIDAYS

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

- |                                      |                            |
|--------------------------------------|----------------------------|
| 1. New Year's Day                    | 6. Labor Day               |
| 2. Martin Luther King Jr.'s Birthday | 7. Columbus Day            |
| 3. Presidents' Day                   | 8. Veterans' Day           |
| 4. Memorial Day                      | 9. Thanksgiving Day        |
| 5. Independence Day                  | 10. Christmas Day          |
|                                      | 11. Day after Thanksgiving |

Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. For other than these employees, and for all employees in those operations for which there is activity seven days a week, the holiday shall be deemed to fall on the day on which the holiday occurs. The Day after Thanksgiving shall be recognized as a holiday except for employees of the Pennsylvania State System of Higher Education who are employed at a university which remains open on said day.

Paragraph 2. At the 14 universities of the Pennsylvania State System of Higher Education, the following days shall be recognized as holidays:

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

The remaining minor holidays shall be scheduled by the administration of these institutions/universities during the time on the academic schedule when the institution/university is not at full operation.

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 Paragraph 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 Paragraph 5 of this Recommendation shall be applicable only if the employee works on the day on which the minor holiday has been rescheduled.

Paragraph 3. A permanent full-time employee on a Monday through Friday work week shall be paid for any holiday listed in Paragraph 1 of this Recommendation, provided the employee was 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 thereto.

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

Paragraph 4. Permanent full-time employees working other than a regular Monday through Friday work week or in seven day operations shall be guaranteed the same number of days off with pay equal to the number of paid holidays received by the employees on the regular Monday through Friday schedule, subject to the same entitlement requirement.

Paragraph 5. If a permanent full-time employee works on any of the days recognized as a holiday pursuant to Paragraph 1 of this Recommendation, he/she shall receive paid time off for all hours worked on said holiday up to a full shift, or, whenever the Employer determines the staffing requirements of the institution/university prevent granting such paid time off within one hundred and twenty (120) calendar days after the holiday, the employee shall receive his/her regular rate of pay for all such hours in addition to his/her holiday pay. If an employee works in excess of 7.5 hours on a holiday, he/she shall be paid for such excess time at his/her regular hourly rate. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Paragraph 3 or 4 above. Paid time off for time worked outside the employee's regularly scheduled shift shall not be in lieu of such holiday pay. "On call" time is not considered hours worked for the purpose of this Recommendation.

Paragraph 6. Holiday leave on the recognized holiday shall be equitably distributed among full-time employees in each job class at each state institution/university, except where such a practice would interfere with overall patient care or the efficiency of the operation.

Paragraph 7. All permanent part-time employees shall earn 7.5 hours of holiday leave for each 195 hours of active pay status, other than "on call" time.

Paragraph 8. A permanent employee separated from the service of the Employer for any reason prior to taking paid time off earned by working a holiday listed in Paragraph 1, shall be compensated in a lump sum for any unused paid time off he/she accumulated up to the time of separation.

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. In the event that any participant in this plan also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan, contributions to this leave payout plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402 (g), 414 (v), or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the Alternative Retirement Plan on behalf of the participant.

Paragraph 9. a. Whenever the Commonwealth of Pennsylvania declares a special holiday or part holiday for all employees under the Governor's jurisdiction, all permanent employees who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift, if a full holiday is declared, or up to a pro rata share of the normal work shift if a partial holiday is declared. The Commonwealth of Pennsylvania shall have the option of paying the employee his/her regular hourly rate of pay in lieu of such equivalent time off with pay.

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

Paragraph 10. When an employee's work shift overlaps the calendar day, the first shift of the employee in which fifty percent (50%) or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end twenty-four (24) hours after the commencement of that shift.

Paragraph 11. In no event shall an employee be entitled to duplicate holiday payment.

## RECOMMENDATION 6 PERSONAL LEAVE DAYS

Paragraph 1. All permanent full-time employees shall be eligible for four paid personal leave days per calendar year except as specifically provided below. One paid personal leave day shall be earned per calendar quarter, provided the employee has 150 hours (37.5 hour workweek) in an active pay status in each one-quarter calendar year.



Employees of the Pennsylvania State System of Higher Education who are employed at a university which remains open on the Day after Thanksgiving holiday shall continue to be eligible for five paid personal leave days per calendar year. Said employees shall earn one paid personal leave day during the first, second and fourth quarters, provided the employee has 150 hours (37.5 hour workweek) in an active pay status in the first, second and fourth one-quarter calendar year. Two paid personal leave days shall be earned during the third quarter of each calendar year, provided the employee has 150 hours (37.5 hour workweek) in an active pay status in the third one-quarter calendar year.

Employees may be eligible for one additional personal day to be earned in the first calendar quarter provided the requirements of Recommendation 8, Paragraph 11.a. are met.

Paragraph 2. Personal leave shall be scheduled and granted for periods of time requested by an 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 it relates to total years of service with the Employer shall be given a choice of personal leave in the event of any conflict in selection.

Paragraph 3. Personal leave to which an employee may become entitled during the calendar year may be granted at the Employer's discretion before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for those days of personal leave used but not earned.

Paragraph 4. Personal leave days shall be noncumulative from calendar year to calendar year. However, employees will be permitted to carry over personal leave days into the first seven pay periods of the next calendar year. Any days carried over in accordance with this Paragraph which are not scheduled and used during the first seven pay periods of the next calendar year will be lost.

Paragraph 5. 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.

Paragraph 6. All permanent part-time employees shall receive personal leave days on a pro rata basis calculated to the nearest half day, provided the employee is in an active pay status a percentage of 150 hours (37.5 hour work week) equal to the percentage of hours normally worked in a bi-weekly pay period during the earning periods specified in Paragraph 1 above. Leave entitlement under this Paragraph shall be exclusive of "on call" time.

Paragraph 7. 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. In the event that any participant in this plan also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan, contributions to this leave payout plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402 (g), 414 (v), or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the Alternative Retirement Plan on behalf of the participant.

Paragraph 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 that includes December 31. For employees in the Pennsylvania State System of Higher Education, the calendar quarters shall be defined as beginning with the first full pay period in January through the pay period that includes March 31, the first full pay period in April through the pay period that includes June 30, the first full pay period in July through the pay period that includes September 30, and the first full pay period in October through the pay period that includes December 31.

Paragraph 9. An employee's request for a personal leave day on the employee's birthday received in writing at least 45 calendar days prior to the employee's birthday shall be approved. An employee shall be allowed to anticipate the earning requirement in Paragraph 1 above for a personal leave day used on the employee's birthday. If an employee's birthday falls on a day other than a regularly scheduled workday, the employee will be permitted to schedule a personal leave day in accordance with this Paragraph either the work day immediately before or after the birthday.

Paragraph 10. Effective with the beginning of the 2018 leave calendar year and the incorporation of personal leave into annual leave, this Recommendation shall expire. An additional personal day earned by an employee under the provisions of Recommendation 8, Paragraph 11.a. based on no sick leave usage during leave calendar year 2017 will be converted to an additional annual leave day at the beginning of the 2018 leave calendar year and thereafter be available for use in accordance this Recommendation.

## RECOMMENDATION 7 SENIORITY

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

a. Seniority standing shall be determined by the length of unbroken (as defined in Paragraph 2) service with the Commonwealth of Pennsylvania or Pennsylvania State System of Higher Education, as appropriate, at all locations in the employee's current classification series.

For employees who occupied a classification covered by this Memorandum of Understanding on July 1, 1973, all unbroken service with the Employer prior to July 1, 1973, will be counted including leaves of absence without pay of one year or less. Employees who did not occupy a meet and discuss unit classification on July 1, 1973, but did so prior to that date, will have such service counted, if there has been no break in service, including leaves of absence without pay of one year or less.

b. A seniority unit for purposes of this Recommendation shall consist of the following:

- 1) Each individual institution of the Departments of Human Services, Military & Veterans Affairs and Corrections and each individual university of the Pennsylvania State System of Higher Education.
- 2) Each individual institution, district office, employee health services unit, and Harrisburg Headquarters of the Department of Health.
- 3) Each individual branch office of the Bureau of Disability Determination (BDD), the Harrisburg BDD district office and the Hiram G. Andrews Center.

c. Employees who served in the Armed Forces of the United States during periods of time 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 Veterans' Preference Act, 51 Pa. C.S. 7107 et seq. 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

d. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following procedures: the number of regular hours paid each biweekly pay period plus the number of hours of military leave without pay; leave without pay for Union business in accordance with Recommendation 10, Paragraphs 5.b. and 5.c.; sick leave without pay in accordance with Recommendation 10, Paragraph 6; leave without pay for work-related injuries in accordance with Recommendation 23; parental leave without pay in accordance with Recommendation 9, Paragraph 1, family care leave without pay in accordance with Recommendation 28, and Family and Medical Leave Act (FMLA) leave in accordance with Recommendation 9, Paragraph 10, will be accumulated. This total number of hours will be divided by 7.5 and rounded up to the next higher day. The result will be added to the employee's

accumulated total.

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

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

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

Paragraph 3. Seniority lists shall be prepared for each seniority unit and revised where necessary every six (6) months. Appropriate service information shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards.

Paragraph 4. The probationary period for promotions shall be 180 calendar days in length and the provisions of the Discharge, Demotion, Suspension and Discipline Recommendation of this Memorandum shall not be applicable if an employee is demoted within that time for failure to successfully complete the probationary period. This probationary period may be extended by mutual agreement of the Employer and the Alliance. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the probationary period or any extension period. An employee who fails to successfully complete the probationary period will have the right to return to his/her former classification during that period.

Paragraph 5. When the Employer determines that a furlough is necessary within a seniority unit, employees will be furloughed in inverse order of seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner:

- a. If an employee is affected by furlough, he/she shall bump down into the next lower classification within the classification series within the seniority unit, provided he/she has more seniority and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any lower classification in the same classification series using the same procedure.

- b. If the affected employee is unable under Subparagraph a. above to bump into a lower classification, he/she shall bump laterally or down within the seniority unit into any other classification previously held within the meet and discuss unit if he/she has more service in that classification series than the employee in that class with the least amount of seniority in that same classification series. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure. An employee shall not, however, be permitted to bump into the Resident Physician classification.
  
- c. If the affected employee is unable to bump into any position as provided in Subparagraphs a. and b. above, and the employee formerly occupied a classification within the bargaining unit covered by the Agreement between the Commonwealth of Pennsylvania and the Pennsylvania Doctors Alliance, such employee shall then first bump laterally or downward into the classification occupied immediately prior to leaving the bargaining unit covered by the Agreement, or if such bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring and provided that the employee has more bargaining unit seniority than the employee with the least bargaining unit seniority in that classification and has the requisite skill and ability, and provided that the employee has not had a break in service as defined in Paragraph 2 since leaving the bargaining unit. If a position cannot be obtained in this manner, the same procedure will be repeated for any position previously held within that bargaining unit first, or if such bump is not available then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring. An employee shall not, however, be permitted to bump into the Resident Physician classification. Seniority previously earned shall accrue to the employee upon return to the bargaining unit. Seniority earned by the employee while outside this bargaining unit shall not accrue to the employee upon movement back to the bargaining unit.
  
- d. If the affected employee is unable to bump into any position as provided in Subparagraphs a., b. and c. above, he/she will be furloughed.
  
- e. Where practicable, the Employer will notify the Alliance one month in advance of any impending furlough.

Paragraph 6. Before any furlough is implemented in a classification in the classified service in a seniority unit, all emergency employees will be separated before any temporary employees; temporary employees will be separated before any provisional employees; and all provisional employees will be separated before any probationary employees or any regular status members of the classified service are furloughed.

Paragraph 7. The Employer shall establish a recall list by classification series by seniority unit for those employees furloughed under Paragraph 5 of this Recommendation in inverse order of furlough.

- a. Employees on such recall lists shall have rights to a position in a classification within the seniority unit from which they were furloughed or to any lower level classification in the same classification series in the seniority unit provided they have the requisite seniority and skill and ability.
- b. Such recall lists will remain in effect for a furloughed employee for a period of three (3) years after the effective date of the furlough.
- c. In the event any employee on a recall list refuses an offer of full-time employment in a lower classification for which he/she has seniority rights, he/she shall forfeit recall rights to such classification; if the employee refuses any offer of employment in the classification from which he/she was initially furloughed, he/she shall forfeit all recall rights.
- d. If an employee on a recall list in accordance with a. and b. above refuses an offer of recall to either a temporary or part-time position for which he/she has seniority rights, that employee shall forfeit recall rights to all temporary or part-time positions. The employee shall retain recall rights to permanent, full-time employment for which he/she is eligible.
- e. During the period that an employee is on a recall list, he/she shall keep the Employer informed of any change in address. The Employer will not be liable if an employee is not offered recall because of failure to notify the Employer of a change of address.

Paragraph 8. When in the exercise of seniority rights provided hereunder, two or more employees are deemed relatively equal in skill and ability and have the same seniority date or amount of seniority, preferential rights shall be determined by lot.

Paragraph 9. In the event of a consolidation or elimination of jobs, or furlough, the Employer will attempt to place the affected employees in such vacant positions as are available in the same class or lower class within the bargaining unit within the agency/university. All things being equal, preference in choice of available positions shall be based on seniority standing. An employee who rejects placement to a position in a classification to which the employee is eligible to bump shall lose further placement rights but shall retain recall rights under Paragraph 7.

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

Paragraph 10. For the purposes of layoff and furlough only, Alliance officers shall have superseniority. It is clearly understood and agreed that this Paragraph shall not become effective

until the Employer and the Alliance have reached agreement as to the number of officers who will be granted the privileges of this Paragraph.

Paragraph 11. Employees who formerly occupied classifications within this supervisory unit and who are not now in bargaining/supervisory units represented by the Alliance and who are affected by furlough may not bump into classifications previously held in this supervisory unit.

However, employees who formerly occupied classifications within supervisory units included in this Memorandum who elected the voluntary demotion/transfer option contained in the 1991-1994 PASMHP Memorandum may exercise that option, if available, during the term of this Memorandum.

### RECOMMENDATION 8 SICK AND BEREAVEMENT LEAVE

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

#### Maximum Sick Leave Entitlement Per Year

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

37.5 Hour Workweek: 82.5 Hours (11 days)

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

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

Paragraph 3. Employees may use not more than five (5) days (37.5 hours) of such sick leave entitlement in any calendar year where sickness in the immediate family requires the employee's absence from work. Immediate family is defined as the following persons: husband, wife, domestic partner, child, step-child, foster child, parent, brother or sister of the employee or child of the employee’s domestic partner. The Employer may require proof of such family sickness.

Paragraph 4. Where a family member’s serious health condition requires the employee’s absence from work beyond 20 days (150 hours) in a calendar year, permanent employees with at least one year of service may use accrued sick leave, in addition to that provided by Paragraph 3 above.

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

**Leave Service Credit**

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

**Sick Family Allowance**

Up to 52.5 additional hours (7 days)  
Up to 112.5 additional hours (15 days)  
Up to 150 additional hours (20 days)  
Up to 195 additional hours (26 days)

b. During the initial 20 days (150 hours) of absence, paid annual and personal leave and/or unpaid leave shall be used and may include leave provided under Paragraph 3 above. The additional sick family leave allowance must be used prospectively, and may not be retroactively charged for any of the initial 20 days (150 hours). A separate 20 day (150 hour) requirement must be met for each different serious health condition and/or family member and for each calendar year, even if not all of the additional days were used during the previous calendar year.

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

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

e. Family member for the purposes of this Paragraph 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 of the employee under IRS eligibility criteria.

Paragraph 5. Employees may use up to five days (37.5 hours) of sick leave for the death of the employee's spouse, domestic partner, parent, step-parent, child, or stepchild, or the child of the employee's domestic partner and up to three days (22.5 hours) of such leave may be used for the death of a brother, sister, grandparent, step-grandparent, grandchild, step-grandchild, foster child, step-sister, step-brother, son or daughter-in-law, brother or sister-in-law, parent-in-law, grandparent-in-law, aunt, uncle, or any relative residing in the employee's household or the following relatives of the employee's domestic partner: parent, brother, sister, grandparent, or grandchild.



Paragraph 6. 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 Subparagraph b.

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

b. Eligibility for payment of benefits under Subparagraph a. is as follows:

- 1) Superannuation retirement with at least five (5) 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 service, death prior to retirement or separation of service except as provided in Paragraph 9.

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

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

e. 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. In the event that any participant in this plan also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan, contributions to this leave payout plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402 (g), 414 (v), or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the Alternative Retirement Plan on behalf of the participant.

Paragraph 7. The provisions of Paragraph 1 of this Recommendation shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Paragraph does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

Paragraph 8. Permanent employees who have one or more years of service since their last date of hire may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing his/her leave privileges. Permanent employees with less than 1 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.

Paragraph 9. When an employee dies as the result of a work-related accident, the Employer will pay 100% of the employee's unused sick leave unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case the Employer will pay 30% of the employee's unused sick leave to 90 days. Such payments shall not be made for part days of accumulated sick leave.

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

Paragraph 11. a. Employees who have more than one year of service since their most recent date of hire and use no sick leave in an entire calendar year shall earn one personal day in addition to those earned under Recommendation 6, Paragraph 1, which will be available for use in the following leave calendar year. Sick bereavement used will not be counted; however, all other types of paid sick leave; unpaid sick leave under Recommendation 10; and paid and unpaid leave used for work-related injuries shall count as sick leave for this Paragraph. Effective with the beginning of the 2018 leave calendar year and the incorporation of personal leave into annual leave, this subparagraph shall expire. A personal leave day earned in accordance with this subsection based on no sick leave usage in leave calendar year 2017 will be converted to an annual leave day consistent with Recommendation 11, Paragraph 1.

b. (1) Effective with the beginning of the 2018 leave calendar year, employees who have more than one year of service since their most recent date of hire and use no sick leave in an entire one-half (first thirteen (13) pay periods) of the leave calendar year shall earn one-half day (3.75 or 4.0 hours) of annual leave in addition to those earned under Recommendation 11, Paragraph 1. Leave earned will be available for use in the pay period following the pay period in which it was earned.

(2) Sick bereavement leave used will not be counted; however, all other types of paid sick leave; unpaid sick leave used under Paragraph 10; and paid and unpaid leave used for work-related injuries shall count as sick leave for this paragraph.

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

RECOMMENDATION 9  
PARENTAL LEAVE /FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

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

Paragraph 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 Paragraph 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. For eligible permanent part time employees, both the six month and 12 week entitlements provided for by this Subparagraph will be pro-rated based on the employee's percentage of full-time regular hours worked.

b. One aggregate six month entitlement of leave without pay with benefits will be provided for parental leave without pay used under Paragraph 1.a., sick leave without pay used under Recommendation 10, Paragraph 5.a., and family care leave without pay used under Recommendation 28, Section 1. Leave used under these Recommendations, as well as military exigency leave used under Recommendation 32, Paragraph 1, 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 Paragraph, Recommendation 10, Paragraph 5.a., Recommendation 28, Paragraph 1, and/or Recommendation 34, Paragraph 1, 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 Paragraph is subject to the employee's payment of any required employee contribution under Recommendation 16, Paragraph 4.

Paragraph 2. Granting Leave

a. 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.

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

c. During the first six months of absence under Paragraph 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.

Paragraph 3. Re-employment

During the first six months of absence under Paragraph 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 Paragraph 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 seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Paragraph shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

Paragraph 4. Seniority Rights

a. 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.

b. Employees who utilized unpaid parental/childbirth leave prior to July 1, 1993 may apply to have seniority credit reinstated for the unpaid parental/childbirth leave utilized. Upon notification by the Employer, employees shall have sixty (60) days to apply for seniority credit for their use of unpaid parental/childbirth leave prior to July 1, 1993. Upon verification by the

Employer, seniority credit for unpaid parental leave utilized prior to July 1, 1993 shall be reinstated and applied on a prospective basis

Paragraph 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 in accordance with Recommendation 10, Paragraph 6. 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 Subparagraph 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 twelve 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 twelve weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Recommendation 8. Such use will not be counted against the six month entitlement to leave without pay with benefits.

Paragraph 6. Benefits

State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 16 and 17 will continue for the period of time the employee is on parental leave without pay with benefits under Paragraph 1.a. of this Recommendation.

Paragraph 7. Guidelines

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

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

Paragraph 9. Effective with the beginning of the 2018 leave calendar year, Paragraphs 1 through 8 of this Recommendation shall expire and be replaced by the provisions of Paragraphs 10 through 17 of this Recommendation.

Paragraph 10. General

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

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

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

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

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

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

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

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

e. This Paragraph shall not apply to a compensable work-related injury. For non-compensable workers' compensation claims, Subparagraph 1.a. of this Recommendation applies. When the employee does not meet eligibility requirements for leave under Subparagraph 10.a. of this Recommendation, up to thirteen weeks (91 calendar days) of leave without pay with benefits may be granted.

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

#### Paragraph 11. Granting Leave

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

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

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

Paragraph 12. Re-employment

a. A permanent employee shall have the right to return to the same position in the same classification, or to an equivalent position with regard to pay and skill, as the position he/she held before going on leave as described in Paragraph 10.a. and the first fourteen weeks of leave as described under Paragraph 10.c.

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

In those instances in which a seniority unit includes several work sites, it is understood that an employee's right to reemployment as set forth in this section will be to a position at the work site in which the employee was assigned to work prior to the FMLA leave for absences under Paragraph 10.a., providing that a position in the employee's classification continues to exist at the work site and further provided that the employee is not subject to a transfer or furlough as provided for in Paragraph 7.

c. Employees who use 26 weeks or more of paid leave (twelve weeks of leave under Paragraph 10.a. and the first fourteen weeks of leave under Paragraph 10.c.) and who return to work before or upon the exhaustion of the paid leave will have the same return rights as described in Subparagraph a. Return rights after paid leave is exhausted, if the absence is more than 26 weeks (twelve weeks of leave under Paragraph 10.a. and the first fourteen weeks of leave under Paragraph 10.c.) are in accordance with Subparagraph b.

Paragraph 13. Seniority Rights

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

Paragraph 14. Annual, Sick, Compensatory and Holiday Leave

a. An employee using FMLA leave for military exigencies or military caregiving, must use all applicable, accrued paid leave types upon commencement of FMLA leave. For all other



FMLA leave, an employee shall be required to use all applicable accrued paid sick leave (sick family or additional sick family for family care reasons) as certified by a health care provider upon commencement of FMLA leave, except as provided in Subparagraph b. below. An employee shall not be required to use annual, compensatory or holiday leave upon the commencement of FMLA leave. If any paid leave is used, it will run concurrently with and reduce the entitlements under Paragraphs 10.a. and 10.c. of this Recommendation. Unused leave shall be carried over until return. An employee shall not earn annual, and sick leave while on leave without pay. Holidays will be earned based on Recommendation 5, Holidays.

b. An employee may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used during the twelve-week entitlement as certified by a physician; such sick leave used will run concurrently with and reduce the entitlement. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first twelve week entitlement will be reviewed for approval under the provisions of Recommendation 10; such use will not be counted against the FMLA entitlement.

c. An employee who has accrued more than twelve weeks of paid leave is not limited to twelve weeks of FMLA leave. Leave in excess of twelve weeks will run concurrently with and reduce the entitlement under Paragraph 10.c. of this Recommendation.

#### Paragraph 15. Benefits

a. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 24 and 25 will continue during FMLA leave under Paragraph 10.a. and Paragraph 10.c. of this Recommendation.

b. The continuation of benefits under this Recommendation is subject to the employee's payment of any required employee contribution under Recommendation 16, Paragraph 3.

#### Paragraph 16. Definitions

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

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

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

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

Paragraph 17. Guidelines

a. Guidelines established by the Secretary of Administration regarding FMLA leave are published through the Directives Management System (Reference Management Directive 530.30).

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

c. The provisions of this Recommendation are consistent with the Patient Protection and Affordable Care Act of 2010 by providing 91 days of leave without pay with benefits at the expiration of leave under Paragraph 10.a. if the employee has not been separated from employment. It is agreed by both parties that under no circumstance (including, but not limited to amendments to the Patient Protection and Affordable Care Act) shall the 91 days of leave without pay with benefits be decreased.

RECOMMENDATION 10  
LEAVES OF ABSENCE

Paragraph 1. Employees shall be eligible for paid or unpaid leaves of absence as provided for in this Memorandum of Understanding.

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

Paragraph 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 shift on which the request is made. Except for such emergency type leaves, the time when leave is taken is within the discretion of the Employer.

Except as provided in Recommendation 11, Paragraph 3, requests for any type of leave to which an employee is entitled under this Memorandum of Understanding and which is not to exceed one month shall be answered by the Employer within five working days. If the requested leave is in excess of one month, the request shall be answered within 10 working days.

Paragraph 4. In accordance with the Commonwealth's Personnel Rules, including amendments, employees shall be granted, subject to the approval of the Agency Head/Pennsylvania State System University President, educational leave with pay to attend professional conferences, participate in training courses and sessions that are related to their work, and engage in other similar job-related activities.

Paragraph 5. a. Employees who are elected or appointed as Alliance officials or representatives shall be granted, at the written request of the employee, leaves without pay for the maximum term of office, not to exceed three years, provided, however, not more than three employees may be on leave for this purpose at the same time. Such leaves may be renewed or extended by written mutual consent of the Alliance and the Employer.

b. Employees of agencies under the Governor's jurisdiction who are elected or appointed as Alliance Board Members and/or Doctors Council Board Delegates shall be granted, subject to management's responsibility to maintain efficient operations, up to seven days of leave without pay without loss of seniority where such time is necessary to attend official Alliance meetings or conferences.

c. Employees of agencies under the Governor's jurisdiction wishing to attend the annual Alliance Seminar and General Membership Meeting shall be granted, subject to management's responsibility to maintain efficient operations, leave without pay without loss of seniority where such time is necessary to attend official Alliance meetings or conferences. Employees may use accrued annual or personal leave for this purpose in lieu of leave without pay. Should the number of employees requesting leave for the referenced meeting exceed management's ability to approve leave due to need to maintain efficient operations, preference will be given to those requests from employees identified by the Alliance as elected worksite representatives and/or delegates.

d. Requests for leave submitted under this Paragraph will be forwarded to the Bureau of Labor Relations, Office of Administration, with a copy to the Agency Labor Relations Coordinator not less than three weeks prior to the date of the identified Alliance meeting or conference.

Paragraph 6. 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 which shall be submitted in advance of the leave if circumstances permit, 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 Subparagraph 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, compensatory or holiday leave is used, it also will run concurrently with and reduce such entitlement.

c. It is understood by the parties that Subparagraph 6.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 twelve 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 twelve weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Recommendation 8. Such use will not be counted against the six month entitlement to leave without pay with benefits.

d. One aggregate six month entitlement of leave without pay with benefits will be provided for sick leave without pay used under this Paragraph, parental leave without pay used under Recommendation 9, Paragraph 1.a., and family care leave without pay used under Recommendation 28, Paragraph 1. Leave used under these Recommendations, as well as military exigency leave used under Recommendation 31, Paragraph 1, will be deducted from the six month entitlement and run concurrently.

e. After the employee has used an aggregate of six months of leave without pay with benefits under this Subparagraph, Recommendation 9, Paragraph 1.a., and/or Recommendation 28, Paragraph 1, and/or Recommendation 31, Paragraph 1, 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.

f. The continuation of benefits under this Paragraph is subject to the employee's payment of any required employee contribution under Recommendation 16, Paragraph 4.

g. This Paragraph shall not apply to work-related injury.

h. Upon request of the employee, an extension of up to an additional six months leave without pay shall be granted provided the employee supplies 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 Paragraph 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 on the condition that a vacancy exists to which there are no seniority claims and which the agency/university intends to fill.

1. In the event such a position is not immediately available the employee shall be placed on a preference list for the remainder of the six-month period. During this period, the employee shall be offered any vacant position within the organizational seniority unit in the same classification, in a lower classification in that same classification series, or in a classification previously held; provided there are no seniority claims to the position and the agency/university intends to fill the position.
2. If the employee accepts a position in a lower classification or in a classification previously held and a vacancy subsequently occurs during the six-month period in the classification and organizational seniority unit from which the leave was granted, the employee will be offered that vacancy, provided there are no seniority claims to the position and the agency/university intends to fill the position.
3. If the employee at any time refuses an offer of a position in the same classification as that from which the leave was granted, the employee's rights under Subparagraph b. shall terminate.

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

Paragraph 7. Employees may be granted leaves without pay at the sole discretion of the Employer for any good and sufficient reason, including pursuit of advanced education in the employee's profession.

Paragraph 8. Upon the expiration of any approved leaves of absence without pay, except as provided in Paragraph 6.b. above, Recommendation 9, Paragraph 3, Recommendation 23, Paragraph 7 and in Recommendation 28, Paragraph 5, the employee is entitled to return to a position in the same or equivalent classification within the seniority unit, subject to the furlough provisions of Recommendation 7, Seniority.

Paragraph 9. Employees will be allowed up to four (4) hours of administrative leave per calendar year to donate blood.

Paragraph 10. It is understood by both parties that the provisions of Paragraphs 6 and 8 are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq. and that leave granted in accordance with Paragraphs 6 and 8 shall be designated as leave under the provisions of the Act.

Paragraph 11. Notwithstanding any other provision of the memorandum of understanding, including without limitation the Hours of Work provisions (Recommendation 4), Seniority provisions (Recommendation 7), and the provisions of this Recommendation, agencies under the Governor's jurisdiction commencing on July 1, 2011 shall have the sole discretion to place each employee on leave without pay for up to a cumulative total of twelve days per memorandum year with an attendant reduction in pay. Any leave time mandated pursuant to this provision shall not be counted as hours worked for overtime purposes, but shall be counted as time worked for the

purposes of calculating the Quality Assurance and Board Certification Payments. The Employer shall provide notice to the affected employees ten days in advance of the mandated leave. In no event shall the Employer be permitted to assign the work of employees on mandated leave without pay to outside contractors.

The provisions of this Paragraph shall only be applied to this meet and discuss unit in the event that meet and discuss sessions with the employee organization that represents the majority of state employees results in the implementation of similar provisions during the term of this memorandum.

Paragraph 12. Effective with the beginning of the 2018 leave calendar year, upon the expiration of any approved leave of absence without pay, except as provided in Recommendation 9, Paragraph 12 and in Recommendation 23, Section 6, the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Article 7, Seniority.

Paragraph 13. Effective with the beginning of the 2018 leave calendar year, Paragraphs 6, 8 and 10 of this Recommendation shall expire, and be replaced by the provisions of Recommendation 9, Paragraphs 10 through 17, except that employees who commenced a leave under this article prior to that time shall continue to be governed by the provisions of Recommendation 10 at the time their leave commenced.

Paragraph 14. 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 11  
VACATIONS

Paragraph 1. a. Employees shall be eligible for annual leave after 30 calendar days of service with the Employer. Employees shall earn annual leave in accordance with the schedule outlined below. Service for the purpose of determining the annual leave earning rate is leave service credit, which includes all periods of Commonwealth of Pennsylvania and the Pennsylvania State System of Higher Education service during which an employee had previously earned leave and leave service credit.

**Leave Service Credit**

**Maximum Annual Leave  
Entitlement Per Year**

Up to 1 Year of Service:

Annual Leave will be earned at the rate of 37.5 Hr. Workweek: 75 Hrs. (10 days)  
3.85% of all Regular Hours Paid

Over 1 Year to 15 Years of Service Inclusive:

Annual Leave will be earned at the rate of 37.5 Hr. Workweek: 112.5 Hrs. (15 days)  
5.77% of all Regular Hours Paid

Over 15 Years to 25 Years of Service Inclusive:

Annual Leave will be earned at the rate of 37.5 Hr. Workweek: 150 Hrs. (20 days)  
7.70% of all Regular Hours Paid

b. Employees hired before July 1, 2012 with over 25 years of Commonwealth service are eligible to earn annual leave in accordance with the following schedule:

Over 25 Years of Service:

Annual Leave will be earned at the rate of 37.5 Hr. Workweek: 195 Hrs. (26 days)  
10% of all Regular Hours Paid

c. Effective with the beginning of the 2018 leave calendar year, employees shall be eligible for annual leave after 30 calendar days of service with the Employer. Employees shall earn annual leave in accordance with the schedule outlined below. Service for the purpose of determining the annual leave earning rate is leave service credit, which includes all periods of Commonwealth of Pennsylvania and the Pennsylvania State System of Higher Education (PSSHE) service during which an employee had previously earned leave and leave service credit.

**Leave Service Credit**

**Maximum Annual Leave  
Entitlement Per Year**

Up to 1 Year of Service:

Annual Leave will be earned at the rate of 37.5 Hr. Workweek: 75 Hrs. (14 days)  
5.39% of all Regular Hours Paid

Over 1 Year to 15 Years of Service Inclusive:

Annual Leave will be earned at the rate of 37.5 Hr. Workweek: 112.5 Hrs. (19 days)  
7.32% of all Regular Hours Paid

Over 15 Years of Service:

Annual Leave will be earned at the rate of 37.5 Hr. Workweek: 150 Hrs. (24 days)  
9.24% of all Regular Hours Paid

d. Effective with the beginning of the 2018 leave calendar year, employees hired before July 1, 2012 with over 25 years of Commonwealth service are eligible to earn annual leave in accordance with the following schedule outlined below. Service for the purpose of determining the annual leave earning rate is leave service credit, which includes all periods of Commonwealth of Pennsylvania and the Pennsylvania State System of Higher Education (PSSHE) service during which an employee had previously earned leave and leave service credit.

Over 25 Years of Service:

Annual Leave will be earned at the rate of 37.5 Hr. Workweek: 225 Hrs. (30 days)  
11.55% of all Regular Hours Paid

e. Regular Hours Paid as used in this Recommendation include all hours paid except overtime, “emergency duty” time, “on 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.

f. Employees may be eligible for one additional annual leave day to be earned in the first calendar quarter provided the requirements of Recommendation 8, Paragraph 11 are met.

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

Paragraph 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 it relates to total years of service with the Employer shall be given his/her choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection period shall be January 1 to March 31 of each year unless there are existing or subsequent agreements on the selection period at appropriate local levels. Requests for leave submitted during the selection period shall be answered within 20 calendar days after the end of the selection period.

Paragraph 4. If an employee is required to work during his/her vacation period and is unable to reschedule his/her vacation during the calendar year due to the demands of his/her work schedule, the calendar year shall be extended for 7 pay periods for rescheduling purposes.

Paragraph 5. Any employee separated for any reason prior to taking his/her vacation, shall be compensated in a lump sum for the unused vacation he/she has accumulated up to the time of separation.

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. In the event that any participant in this plan also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan, contributions to this leave payout plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402 (g), 414 (v), or 415 to



be exceeded for the plan year when such contributions are aggregated with contributions made to the Alternative Retirement Plan on behalf of the participant.

Paragraph 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 hours). However, employees will be permitted to carry over annual leave in excess of the 45 day limit into the first seven pay periods of the next calendar year. Any days carried over in accordance with this Paragraph which are not scheduled and used during the first seven pay periods of the next calendar year will be converted to sick leave, subject to the 300 day limitation contained in Recommendation 8, Paragraph 2. Scheduling of those days carried over shall be in accordance with Paragraph 3 above.

Paragraph 7. The provisions of Paragraph 1 of this Recommendation shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Paragraph does not apply to a furloughed employee who, during his/her recall period, returns to the Employer's payroll in a temporary capacity.

Paragraph 8. Permanent employees who have one or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing his/her leave privilege. Permanent employees with less than 1 year of service since their last date of hire may not anticipate annual leave.

Paragraph 9. 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 12 SALARIES AND WAGES

Paragraph 1. Effective October 1, 2016, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of two and three-quarters percent (2.75%). This increase is reflected in the applicable Physicians and Related Occupations Standard Pay Schedule in Appendix A.

Paragraph 2. Effective July 1, 2017, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of two percent (2.0%). This increase is reflected in the applicable Physicians and Related Occupations Standard Pay Schedule in Appendix B.

Paragraph 3. Effective July 1, 2018, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of two and one-half percent (2.50%). This increase is reflected in the applicable Physicians and Related Occupations Standard Pay Schedule in Appendix C.

Paragraph 4. A permanent salaried employee whose salary exceeds the maximum of the employee's applicable pay scale group when the general pay increases outlined in Paragraphs 1, 2 and 3 are effective shall receive the annual amount of the general pay increase in the form of a one-time cash payment rounded to the nearest dollar. The cash payment shall be paid no later than the next payday after the general pay increase is reflected in the paychecks of employees who are not above the maximum.

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

Paragraph 5. 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 applicable Physicians and Related Occupations Standard Pay Schedule.

Paragraph 6. a. Employees of an agency under the Governor's jurisdiction covered by this Memorandum who have been employed continuously by the Employer since January 31, 2017 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2018.

b. Employees of an agency under the Governor's jurisdiction covered by this Memorandum who have been employed continuously by the Employer since January 31, 2018 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2019.

c. Employees of an agency under the Governor's jurisdiction 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 Subparagraphs a. and b., if they are in an active pay status on the effective date of the increments.

d. During the term of this Memorandum, employees of an agency under the Governor's jurisdiction who are at or above the maximum step of their pay scale group at the time they become eligible for a service increment as outlined in Subparagraphs a. and b., 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.

Paragraph 7. a. When an employee covered by this Memorandum is promoted to another classification in a higher pay scale group, the employee shall receive an increase of four steps for each pay range 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 range, the employee shall receive a decrease of four steps for each pay scale group the employee is demoted or 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 range, the employee shall be placed at the same step in the pay scale group.

Paragraph 8. 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.

Paragraph 9. An employee in an inactive pay status shall, upon return to active pay status, be entitled to the above general pay increases outlined in Paragraphs 1, 2 and 3, the cash payments outlined in Paragraph 4; and the service increments outlined in Paragraph 6 where applicable.

Paragraph 10. The salaries of employees shall be paid biweekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

Paragraph 11. The policies regarding pay range revisions contained in the Commonwealth of Pennsylvania's Personnel Rules shall continue and shall apply to employees in the Pennsylvania State System of Higher Education.

Paragraph 12. All employees are required to participate in the direct deposit of paychecks and travel expense reimbursement. This Paragraph does not apply to Pennsylvania State System of Higher Education employees.

Paragraph 13. Full-time employees who are scheduled to work in excess of 37.5, as appropriate, in a weekly period or part-time employees who are scheduled to work in excess of the hours in their normal weekly schedule shall be paid for such excess hours worked at their regular rate or at the "on call" rate, whichever is applicable. For purpose of computing the base hourly rate for part-time employees "on call", the hourly rate shall be employee's biweekly salary divided by the employee's regularly scheduled hours. Excess hours which are not scheduled will not be compensated except as provided under "emergency duty" below.

Paragraph 14. An employee who is "on call" is required to leave a phone number with the institution/university where he/she can be reached and be available for service at the institution/university within 20 minutes after a telephone call. Employees who are scheduled for "on call" shall, at the employee's discretion, either be paid 25% of their base hourly rate for such "on call" time or receive compensatory time equivalent to 25% of such "on call" time; provided,

however, the scheduling of compensatory time does not interfere with the maintenance of efficient operations and/or adequate staff coverage at an institution/university. If compensatory time cannot be scheduled within ninety calendar days after it is earned because of the need to maintain efficient operations and or adequate staff coverage, the employee shall be paid for such "on call" time in accordance with the preceding ratio in this Paragraph in lieu of compensatory time. For purpose of computing the base hourly rate for part-time employees "on call", the hourly rate shall be employee's biweekly salary divided by the employee's regularly scheduled hours. An employee is not considered to be "on call" during the period he/she is being paid for "emergency duty".

Paragraph 15. "Emergency duty" occurs when an employee is called to an institution/university for service during the time he/she is "on call" or at other times outside of his/her scheduled hours of work. "Emergency duty" shall begin when the employee arrives at the institution/university and end when an employee leaves the institution/university. An employee will be paid his/her base hourly rate for "emergency duty". The base hourly rate for part-time employees will be determined by dividing the employee's biweekly salary by the employee's regularly scheduled hours. An employee on "emergency duty" shall be paid for a minimum of three hours but there shall be no duplication of pay for the same time period.

Paragraph 16. An employee who is scheduled to be at an institution/university or clinic and be available for service is entitled to be paid at his/her regular rate for such duty, except as provided hereafter.

Paragraph 17. By mutual agreement between the Employer and employee, the employee may be scheduled in different functions at different hourly rates (i.e., night physicians).

Paragraph 18. a. The method of compensation at Norristown State Hospital shall remain the same for so long as the method of scheduling medical coverage at this institution remains unchanged. Employees presently engaged in "on call" time and "emergency duty" at Mayview State Hospital and Hamburg Center who participated in such activity prior to March 15, 1973, shall continue to be compensated in the same manner as was in effect prior to that date, for as long as the method of scheduling medical coverage shall remain the same. Employees engaged in "on call" time and "emergency duty" at Mayview and Hamburg during the period of this contract who were not engaged in this activity on or prior to March 15, 1973, shall be paid for such "on call" time and "emergency duty" in accordance with Paragraphs 14 and 15 above. Payment under this Subparagraph shall be consistent with Paragraph 16 above.

b. In the Departments of Education and Corrections and at the Universities of the Pennsylvania State System of Higher Education, the Employer may continue the existing method of providing medical coverage at infirmaries, dispensaries, and athletic events but the employees' weighted salaries shall be paid consistent with Paragraph 16 of this Recommendation.

Paragraph 19. An employee who meets the eligibility requirements as outlined below will receive a payment in recognition of Board Certification in accordance with Appendix E within sixty (60) calendar days following the end of each memorandum year. An employee shall receive credit for each month in which he/she is in an active pay status at least ten (10) working days.

Part-time employees who work at least 50% time and who meet the eligibility requirements as outlined below will be entitled to a pro rata payment on the following basis:

50%-74% time	50% of the full time entitlement (see Appendix F)
75%-99% time	75% of the full time entitlement (see Appendix F)

Payment for employees who have been employed for less than the full memorandum year will be in accordance with amounts shown in Appendix F.

In order to receive any portion of the payment, an employee must be in an active pay status June 30 of the memorandum year.

Eligibility for the payment is limited to employees in physician and psychiatrist classes who are certified by one of the Medical Specialty Boards listed in Appendix E and whose regular duties are predominantly within the area of specialty for which he/she is certified.

Within sixty (60) calendar days of the signing of this memorandum, the Alliance shall provide to the Commonwealth a list of those additional Medical Specialty Boards that they request to be included under Appendix E of the memorandum. Upon receipt, the Commonwealth and the Alliance shall meet to discuss which additions and deletions should be made to the list under Appendix E.

Paragraph 20. 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. In the event that any participant in this plan also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan, contributions to this leave payout plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402 (g), 414 (v), or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the Alternative Retirement Plan on behalf of the participant.

**RECOMMENDATION 13**  
**DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE**

Paragraph 1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. The Alliance shall be notified by the Employer of any demotion, suspension, or discharge. Prior to placing an employee on suspension pending investigation for alleged misconduct, consideration will be given to alternate assignments or modifications of duties if appropriate, as determined by management.

Paragraph 2. Any action instituted under Paragraph 1 of this Recommendation shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof. Should the Employer be faced with the need to escort an employee off the Employer's premises, it will do so in a respectful manner so as not to embarrass the employee before the public or other employees.

Paragraph 3. During an employee's initial 180 calendar days of employment, the provisions of this Recommendation shall not apply. The probationary period can be extended by written agreement between the Employer and the Alliance for an additional period, during which time Paragraph 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 probationary period or any extension period.

Paragraph 4. The Employer and the Alliance agree to expand the alternative forms of discipline in lieu of suspension actions program in accordance with the side letter dated October 16, 2017.

#### RECOMMENDATION 14 GRIEVANCES AND ARBITRATION

Paragraph 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 Paragraph 2 shall be permitted.

Paragraph 2. Any grievance or dispute which may arise during the term of this Memorandum concerning the application, meaning, or interpretation of this Memorandum, except for grievances alleging a violation of Recommendation 22, shall be processed in the following manner:

STEP 1. The employee, either alone, or accompanied by an Alliance Representative, or the Alliance Representative, where entitled, shall present the grievance in writing to the Employer's worksite designee within 15 working days of the date of the occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence. In no event will the Employer's worksite designee be a member of any unit (including a "meet and discuss" unit) represented by the Alliance.

In addition, in order for a grievance to be discussed at Step 1, the respective Employer worksite designee must have received a written confirmation of the grievance at least 15 working days prior to the prescheduled Step 1 meeting. This period may, however, be modified by mutual agreement.

The parties agree that the respective Employer designee and the Alliance counterpart must schedule and meet on a monthly Step 1 basis, if necessary, in order to attempt to resolve all outstanding grievances. At the Step 1 meeting, the parties will advise each other of all of the then-known facts, including witnesses, and furnish copies of relevant reports or investigations upon which the party will rely in proving and/or supporting its respective position.

When special circumstances preclude the disclosure of confidential patient, resident, client, student, or inmate information at the Step 1 meeting, the case will be handled in accordance with the agreed upon procedures to be developed by the parties.

Any agreed upon final settlement of a grievance reached at Step 1 shall be reduced to writing and signed by the Alliance and the Employer designee. Decisions at Step 1 shall not be used as precedent for any subsequent case.

After the Step 1 meeting has been held and the then-known information the parties intend to rely on to support their respective positions has been discussed and exchanged, the respective Employer designee must, if the case is not settled at this point, make a written disposition of the matter to the Alliance within 15 working days from the date of the Step 1 meeting.

STEP 2. If the Step 1 response is not satisfactory or a response has not been received by the Alliance within 15 working days of the Step 1 meeting, the Alliance shall have 15 working days after the Employer's response is received or due to appeal the decision by filing its grievance with the Joint Pennsylvania State Committee. The Commonwealth and the Pennsylvania State System of Higher Education shall operate separate Joint Pennsylvania State Committees. Appeals submitted to either the Commonwealth or Pennsylvania State System of Higher Education State Committee shall be made in writing, in a form to be established by each Committee. The Alliance shall file Commonwealth grievances to the Office of Administration, Bureau of Labor Relations, and shall file Pennsylvania State System of Higher Education grievances to the Office of the Chancellor, Labor Relations Unit, in accordance with established procedures. These offices will officially "docket" all grievances submitted by the Alliance and will furnish official notice confirming the docketing of all cases scheduled to be heard by the respective State Committee, along with the date, place, and time of the scheduled meeting. Dockets will be sent to the affected Employer (Division of Labor Relations), if applicable, and to the Pennsylvania Doctors Alliance.

Failure of the Alliance to submit grievances to the Commonwealth or Pennsylvania State System of Higher Education State Committee within the 15 day appeal period specified above shall be cause for the Employer to consider the matter "settled and withdrawn." Any later discovered or developed evidence, not previously disclosed to the other party at the Step 1 meeting, must be submitted to the other side as soon as practical after discovery and/or development, but in no event later than 48 hours before the Step 2 hearing. (See Rule 4, Paragraph 3 of Appendix I for exceptions.)

Decisions of the Joint Pennsylvania State Committees shall operate as precedent. However, decisions issued regarding Commonwealth of Pennsylvania grievances filed on or after July 1, 2001 in the grievance and arbitration procedure shall not set precedent for the Pennsylvania State System of Higher Education and may not be entered into the record at any Step of the grievance and arbitration procedure. Decisions issued regarding Pennsylvania State System of Higher Education grievances filed on or after July 1, 2001 in the grievance and arbitration procedure shall not set precedent for the Commonwealth of Pennsylvania and may not be entered into the record at any Step of the grievance and arbitration procedure.

The Step 2 Committees shall have the right to hear testimony from both parties, investigate all relevant facts, and render a final and binding decision. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

The Committees shall neither add to, subtract from, nor modify the provisions of the Agreement. The Committees shall be confined to the precise issue submitted, as outlined on the original grievance form, and shall have no authority to determine any other issues not so submitted. If the Committee is unable to reach a decision by majority vote, the matter will be considered "deadlocked".

STEP 3. An appeal from a deadlocked decision at Step 2 may be initiated by the Alliance by written notice of the intent to proceed to arbitration. This notice must be sent within 15 working days after the deadlocked decision from Step 2 to the Office of Administration, Bureau of Labor Relations and the affected Employer (Division of Labor Relations) for Commonwealth grievances, or to the Office of the Chancellor, Labor Relations Unit for Pennsylvania State System of Higher Education grievances.

### Arbitration

The impartial arbitrator is to be selected by agreement between the Co-Chairpersons of the respective Joint Pennsylvania State Committee within 15 working days after the notice has been given. If the parties fail to agree on an impartial arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators to the respective Co-Chairpersons.

The Co-Chairpersons shall, within 15 working days of the receipt of said list, select the arbitrator by alternately striking one name from the list until one name remains. The Employer Chairperson shall strike the first name.

Each case shall be considered on its merits and the Memorandum shall constitute the basis upon which the decision shall be rendered.

The arbitrator shall neither add to, subtract from, nor modify the provisions of the Memorandum. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.



A decision of the Step 2 Joint State Committee or by the arbitrator shall be final and binding on both parties. The arbitrator shall be required to issue a decision within 30 days after the close of the hearing.

### Time Limits

All of the time limits contained in this Paragraph may be modified by mutual agreement. The granting of any modification at any Step shall not be deemed to establish a precedent.

### Costs

Each party shall bear the costs of preparing and presenting its own case. All fees and expenses of the arbitrator shall be divided equally between the parties, except where one of the parties to this Agreement requests a postponement of a previously scheduled arbitration hearing 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 by the parties.

A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Paragraph 3. An employee shall be permitted to have a representative of the Alliance present at each Step of the grievance procedure, up to and including Step 2, subject, however, to Section 606, Article VI of the Public Employee Relations Act. Upon request by an Alliance representative, a Step 1 grievance meeting will be postponed or rescheduled, if necessary, if an Alliance Representative is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

### Member Advocates

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

### Lost Time

A reasonable number of witnesses shall be permitted to attend Committee meetings, without suffering the loss of any pay, when their presence is required because of the Employer's refusal to accept the witnesses' written statements, as provided for in the attached Rules of Procedure (Appendix J). Grievants shall be treated in exactly the same manner as witnesses under this procedure.

An employee who presents a grievance or sits on a State Committee Panel shall do so with pay, provided the Alliance has indicated its desire to have that person participate in the procedure. The number of employees so designated shall not be abused.

#### State/Agency Wide Grievances

The Alliance may present grievances concerning agency-wide actions or state-wide actions directly to Step 2 within 15 working days of the date of the occurrence giving rise to the dispute or the date when the Alliance knew, or by reasonable diligence should have known, of its occurrence. However, the Alliance will meet with the official affected Employer or Office of Administration designee for Commonwealth grievances, or the Office of the Chancellor, Labor Relations Unit designee for Pennsylvania State System grievances, prior to any hearing on such grievances, in order to resolve any factual disputes relating to such agency-wide or state-wide grievances.

Paragraph 4. The Joint Pennsylvania State Committees will function under the attached Rules of the Accelerated Grievance Procedure, which are contained in Appendix J.

#### RECOMMENDATION 15 PEACE AND STABILITY

Paragraph 1. No employee shall engage in a strike as that term is defined in Article VI and XI of the Public Employe Relations Act.

Paragraph 2. The Employer may summarily discipline, suspend, demote, or discharge, any employee or employees who violate the provisions of Paragraph 1 of this Recommendation.

#### RECOMMENDATION 16 HEALTH BENEFITS

Paragraph 1. Pennsylvania Employees Benefit Trust Fund

a. A jointly administered, multi-union, Health and Welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between Council 13, AFSCME, AFL-CIO, and the Employer.

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

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

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

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

July 2016 – June 2017	\$455 biweekly per employee
July 2017 - June 2018	\$473 biweekly per employee
July 2018 – June 2019	\$486 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 memorandum. 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 memorandum if this latter period is less than 24 months. The report will concisely state the assumptions and factors used in making these projections.

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

1. The first day of the quarter during which the average reserve would be less than three (3) months will be considered the “target date” for additional funding;
2. At least six (6) months prior to the target date, the Fund’s actuary will review the projection and confirm that a funding adjustment is needed and the amount of such adjustment. If the need for a funding adjustment occurs in the first nine (9) months, this subparagraph shall not apply;
3. Should the Commonwealth not dispute the finding by the Fund’s actuary that an adjustment is necessary, the Commonwealth will implement the funding adjustment at least ten (10) calendar days prior to the target date.

4. If either the Chairman of the Board, Secretary of the Board, any four (4) management or any four (4) union Trustees of the Board dispute the findings of the Fund's actuary, the Chairman and the Secretary of the Board of Trustees will select a neutral actuary within five (5) business days to resolve the dispute and will forward their respective positions and any supporting documentation to the neutral actuary within five (5) business days of such selection. The neutral actuary may communicate and ask questions of the Fund's actuary provided, however, if such communications occur, the Finance Committee will have access to the discussions.
5. The neutral actuary shall render a decision within 30 calendar days of the receipt of said positions/documentation, which decision will be final and binding on the parties and must be implemented within 10 (ten) business days of its receipt by the parties.
6. The adjustment must be sufficiently large so as to restore the size of the reserve to a minimum of three months within 30 days following the target date.
7. Once the reserve exceeds the three (3) month equivalent, the contribution rate shall be reduced to the amount provided under this Paragraph unless the parties agree that a new rate is necessary to maintain a three (3) month reserve.
8. It is understood and agreed to by the parties that the process outlined above is designed to ensure adequate funding for the PEBTF and not intended to place the financial status of the Fund in jeopardy.
  - e. The Employer shall make aggregate payments of Employer contributions together with an itemized statement to the Fund within one month from the end of the month in which the contributions were collected.
  - f. All benefits extended by the Fund must be designed to be excludable from the "regular rate" definition of the Fair Labor Standards Act, unless hereinafter required by federal law to be included.
  - g. No dispute over eligibility for benefits or over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any memorandum 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 any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Fund shall be limited to the contributions indicated under Subparagraphs c. and d. above.

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

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

July 2016 - June 2017	2.0%
July 2017 - June 2018	2.25%
July 2018 - June 2019	2.50%

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

b. An employee will be assessed a surcharge if the employee and his/her qualifying dependents, as determined by the Trustees, do not participate in the Get Healthy Program as established from time-to-time by the Fund. In accordance with Paragraph 1.b., the Fund shall be solely responsible for establishing all requirements and conditions of the Get Healthy Program, including rules and policies for the requirements and making determinations whether an employee will be assessed the surcharge for not fulfilling the Get Healthy Program requirements.

(1) Effective July 2016 through December 2016, the surcharge shall be three (3) percent of the employee's biweekly gross base salary, which is in addition to the contribution set forth in Paragraph 3.a. above. Biweekly gross base salary as used throughout this Article excludes premium or supplemental payments such as overtime, shift differentials, higher class pay, etc.

(2) Effective January 2017, the surcharge, which is in addition to the contribution set forth in Paragraph 3.a. above, is an amount equal to 30% of biweekly premium for self-only coverage under the PEBTF least expensive plan (as defined by EEOC Regulations) as determined by the Fund Trustees.

In the event that the EEOC wellness regulations issued in May 2016 are withdrawn, redrafted, or declared invalid, at any time after January 1, 2017, and provided that it is legally permitted under then existing laws and regulations to do so, the employee contribution, effective as soon as practicable after the withdrawal, redrafting or declaration of invalidity, shall revert to 5% of the employee's biweekly gross base salary if the employee and his/her qualifying dependents do not participate in the Get Healthy Program.

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

d. (1) For the first six (6) months of employment, the employee will be offered single coverage in the least costly medical plan offered and available in his/her area, with no supplemental benefits. The employee may opt to purchase medical coverage for the employee's qualifying dependents in the same medical plan as the employee, and/or may opt to purchase a more costly plan in the area by paying the difference in cost between the least costly and the more costly plan, in addition to the one percent (1%) 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 required under Paragraph 3.a.

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

e. Only employees who elect to enroll for PEBTF coverage, including those who enroll only for supplemental benefits, are subject to the employee contributions in this Recommendation. An employee who is only enrolled as a spouse of another PEBTF covered employee is not subject to any required employee contributions.

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

Paragraph 4. a. Permanent employees who are granted sick leave without pay, in accordance with Recommendation 9, Recommendation 10, Recommendation 23 or Recommendation 28 may continue to receive benefits as described in those Recommendations and as determined and extended by the Fund.

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

c. 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 Subparagraph a. or c. and 50% contributions for permanent part-time employees for the period of time for which they are entitled to benefits under Subparagraph a. or c.

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

Paragraph 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.

Paragraph 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 medical and prescription 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 memorandum for employees who retire on or after July 1, 2012 shall be three (3) percent of the employee's final annual gross salary at the time of retirement from State service and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate. Further, the annual retiree contribution rate for all present and future Medicare eligible retirees who have a contribution rate of three (3) percent will be reduced to one-and-one-half (1.5) percent of the appropriate base (final gross annual salary or final average salary) when a retiree becomes eligible for Medicare coverage, and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate.

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

e. The Employer shall continue to pay the cost of coverage, subject to the required retiree contribution rates, for 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 that, if an employee had previously qualified based on an approved disability retirement, then returns and retires under a normal or early retirement, he or she must retire at or after superannuation age with 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 was 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 Paragraph, credited service earned on or after July 1, 2007, will be limited to service as a Commonwealth employee which otherwise counts as credited service under the 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.

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

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

Paragraph 8. As comprehensive healthcare legislation has been passed, the parties agree to meet and discuss the impact, if any, of such legislation on the existing active and annuitant health care programs. The parties will evaluate the health care plans offered under the Fund, and take action as necessary, in order to ensure that a tax and/or penalty is not assessed pursuant to the terms of the Affordable Health Care Act as a result of the impact upon employees of any such plans.

#### RECOMMENDATION 17 LIFE INSURANCE

Paragraph 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 Paragraph 2. The amount of life insurance is based on the employee's annual pay rate in effect on the

preceding January 1 rounded to the nearest \$1,000, but not to exceed \$40,000. However, the amount of life insurance coverage will be reduced at age 70 to 65% of that coverage amount previously in effect and at age 75 to 50% of that coverage amount previously in effect.

Paragraph 2. a. Permanent employees who are granted leave without pay in accordance with Recommendation 9, Recommendation 10, Recommendation 23, and Recommendation 28 will continue to receive 100% State-paid coverage under the current life insurance plan as described in those Recommendations. When the entitlements to benefits end under those articles, employees may continue in the life insurance program by paying the entire premium. Coverage may continue for up to a total of one year, including both leave with benefits and leave without benefits.

b. Except as provided in Subparagraph c. below, those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than leave without pay in accordance with the Recommendations specified in a. above for longer than 91 calendar days may remain in the program for up to one year by paying the entire premium.

c. Permanent employees who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive 100% Employer-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.

Paragraph 3. The Employer shall continue to provide each employee who is covered under the currently existing life insurance plan with fully-paid accidental death benefits for work-related accidental deaths. The amount of coverage is \$25,000, unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

## RECOMMENDATION 18 MANAGEMENT RIGHTS

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

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

Paragraph 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 Employer in the past.

RECOMMENDATION 19  
CONSULTATION

Employer representatives will meet with committees of Alliance representatives at the State, departmental or institutional/university level at reasonable times upon request to resolve problems dealing with the implementation of the Memorandum of Understanding and other employee-management problems. Such meetings will be held at the level at which the Employer representative can respond to the proposed agenda. Both parties intend that such meetings will permit input and recommendations by Alliance representatives, foster the dissemination and exchange of information and resolve mutual problems.

RECOMMENDATION 20  
PRE-EXISTING BENEFITS, TERMS AND CONDITIONS

The Employer shall meet and discuss with the Alliance prior to changing or deleting any benefit or any term or conditions of employment in existence on the date of this Memorandum of Understanding that is not specifically provided for in this Memorandum of Understanding.

RECOMMENDATION 21  
GENERAL PROVISIONS

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

Paragraph 2. The Employer does not condone sexual harassment of any employee and encourages employees who, after appropriate consideration of all relevant facts, believe that he/she is the object of such conduct, to report such allegations as soon as possible. The burden of substantiating such an allegation rests with the charging party. Because of the seriousness of such allegations which could result in discipline or discharge of the person charged, it is understood that unsubstantiated allegations may result in disciplinary actions against the charging party.

Substantiated instances of such harassment will be remedied by the Employer. An arbitrator may decide only whether or not the charging party has substantiated that sexual harassment has occurred, but what constitutes the appropriate remedy will be determined by the Employer in its sole discretion.

An employee who has filed a sexual harassment complaint as well as the alleged offender will be notified of the outcome of the investigation.

Paragraph 3. The Employer agrees to provide space on bulletin boards to the Alliance for announcement of meetings and elections of officers of the Alliance and any other material related to Alliance business. The Alliance shall not post material detrimental to the labor-management

relationship nor of a political or controversial nature. The Alliance may send mail related to Alliance business to local official Alliance representatives at appropriate facilities to which mail is delivered.

Paragraph 4. No Alliance member or representative shall solicit members, engage in organizational work, or participate in other Alliance activities during working hours on the Employer's premises except as provided for in the handling of grievances.

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

Alliance representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if prior notification is given to the human resource officer or his/her designated representative. If the Alliance representative is an employee of the Commonwealth of Pennsylvania the employee shall request from his/her designated supervisor reasonable time off from his/her regular duties to handle grievances for employees of the Commonwealth of Pennsylvania. If the Alliance representative is an employee of the Pennsylvania State System of Higher Education, the employee shall request from the immediate supervisor reasonable time off from regular duties to process grievances for employees of the Pennsylvania State System of Higher Education. Such requests will not be unreasonably denied. The Employer will provide a reasonable number of employees with time off, if required, to attend negotiating meetings.

Paragraph 5. Employees shall be eligible for unemployment compensation benefits as provided by law.

Paragraph 6. The Employer shall furnish an employee with a copy of a rule or directive which has been issued in writing by the Employer and which is applicable to the employee's work situation. This requirement applies only to specific rules or directives which have been requested and does not require the Employer to furnish copies of manuals or compiled sets of rules or copies of this Agreement to employees.

Paragraph 7. The Employer shall provide any device, apparel or equipment necessary to protect employees from injury in accordance with the practice now prevailing. In addition, where the Employer requires special equipment, instruments, supplies, tools and specialized clothing, it shall be provided by the Employer, except for items that are customarily supplied by an individual in the profession. The Employer shall clean and maintain such items that it furnishes, except that the employee shall be required to perform such cleaning and maintenance as is customarily performed by the user of such items.

Paragraph 8. The Employer agrees to provide liability protection in accordance with the program currently in effect for employees subjected to lawsuits brought against them individually for actions taken or decisions made in their official capacity or within the scope of their employment as employees of the Commonwealth/Pennsylvania State System of Higher Education. This liability

protection shall continue in effect unless reduced by legislation, in which event, at the request of the Alliance, the parties shall meet to discuss the provisions of this Paragraph.

Paragraph 9. The Employer agrees that the reasons for a new subcontracting agreement that will directly result in the furlough of employees will not be arbitrary or capricious. Where practicable, the Employer will notify the Alliance one month in advance of any impending furlough which will result from a new subcontracting agreement.

Paragraph 10. a. Each permanent employee must complete a minimum of fifty (50) continuing medical education (CME) credit hours per fiscal year by attending professional training that the Employer agrees is directly related to their job duties, as a condition of continued employment. The proportion of those fifty (50) CME credits required per fiscal year which must be obtained under Category 1 will be in accordance with the American Medical Association guidelines for the Physicians Recognition Award or the membership criteria for the American Osteopathic Association, whichever is applicable to the individual practitioner. Dentists must complete a minimum of fifteen (15) CME credits per fiscal year, by attending professional training that the Employer agrees is directly related to their job duties, as a condition of continued employment. Should the Pennsylvania Department of State adjust the CME criteria required for licensure as a Dentist, the contractual CME requirements shall be similarly adjusted for the affected classification.

Failure to acquire said minimum may result in the issuance of disciplinary action up to and including removal. The review process shall be in accordance with the procedures established by the Employer.

b. Each permanent full-time employee shall be eligible for fifty (50) hours of continuing medical education leave per fiscal year, inclusive of reasonable travel time during normal work hours, for the purpose of acquiring the required professional training outlined in Subparagraph a. above. Requests to utilize this leave must be submitted to the Employer in writing and accompanied by documentation supporting the job-relatedness of the training. The Employer shall, at its sole discretion, approve such leave requests subject to a review of the job-relatedness of the training. This entitlement is to be prorated as set forth in Appendix H for part-time employees and full-time employees who are employed for less than the full fiscal year. Any usage of leave under this provision shall diminish the employee's eligibility under Recommendation 10, Paragraph 4.

c. Questions concerning the job-relatedness of the training referenced in Subparagraphs a. and b. above shall be decided by a medical authority within the appropriate discipline, as designated by the Employer. It is understood that requests for continuing medical education to be used in-state will be acted upon by the employee's institution/Department within thirty (30) days of the receipt.

Paragraph 11. The parties agree that employees represented by the Alliance in the Department of Corrections are subject to the provisions of the Department of Corrections Drug and Alcohol Testing Program contained in Appendix I. The Drug Interdiction Procedures Manual, Department of Corrections Policy Number 6.3.15; as amended and the K-9 Program, Drug Interdiction Procedures Manual 6.3.12, as amended, effective February 1, 1997.

Searches of employees due to a positive reaction to drug interdiction equipment or a K-9 will be conducted in accordance with the existing Institution Security Policy, OM-082-01.

The parties agree in the interest of achieving drug and alcohol free Department of Corrections institutions/boot camps/corrections community centers, that the Department of Corrections may modify the above referenced programs and policies including but not limited to random drug and alcohol testing in the same manner as the program and policies are modified for the employee organization which represents the majority of state employees after meeting and discussing with the Alliance.

The Commonwealth and the Alliance agree that the coverage of employees by the above referenced programs and policies and the agreement to meet and discuss prior to modifying the above referenced programs and policies represents the result of meet and discuss conducted under and in accordance with the Public Employee Relations Act and constitutes a term and condition of employment for employees in this meet and discuss unit.

Paragraph 12. Policies concerning tobacco use at the work site, including prohibitions against smoking, may be established by the Employer after meet and discuss with the Alliance.

Paragraph 13. The Employer's Corporate Card Program shall apply to employees in this meet and discuss unit.

#### RECOMMENDATION 22 CLASSIFICATION

Paragraph 1. The position classification plan, as established and maintained by the Employer, consists of a schedule of classification titles with class specifications for each class which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the work of the class.

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

STEP I: The Employee or the Alliance will present the grievance to the agency Human Resource Director or his or her designee. The Employee or Alliance will also provide an informational copy of the grievance to their institutional, regional or district Human Resources Office where applicable. The Employee or the Alliance 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 II: In the event that the grievance is not satisfactorily resolved at Step I, the Employee or the Alliance may submit a written appeal to the Office of Administration, Classification and Pay Division within 15 working days after the Employer's Step I 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 II may be reversed by the Office of Administration

For Pennsylvania State System of Higher Education classification grievances, the Alliance shall appeal from an unfavorable decision at Step I directly to Step II. The Alliance shall submit a copy of any such grievances to the Office of the Chancellor, Labor Relations Unit.

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 range 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 range, 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.

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

Paragraph 2. An employee who is assigned to work in a position with a higher classification in the position classification plan in excess of twelve consecutive working days shall receive an amount equal to four and one-half percent of the employee's current rate of pay (exclusive of the weighted portion) or the starting rate of the pay range for the higher class, whichever is greater, during the entire period of employment in the higher classification. 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 twelve full day threshold has been met. Such employee, while temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher level duties on his or her 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 twelve consecutive working days. Once the requirement for the twelve consecutive working days threshold has been met, payment will be included in the biweekly paycheck.

Paragraph 3. An employee or employees shall not be temporarily assigned to work in a position in a higher rated classification for more than nine (9) continuous months or the length of the leave of absence of the employee being replaced, whichever is greater.

Paragraph 4. The Commonwealth shall notify the Alliance of class specification and pay range revisions to all classes that are presently in the certified meet and discuss unit for which the Alliance is the representative and of class specifications and pay ranges of proposed classes that the Commonwealth may reasonably anticipate will be placed in this certified meet and discuss unit,



prior to the submission of these changes to the Executive Board of the Commonwealth.

The Alliance will submit acknowledgement of the receipt of the proposed changes and its comments, in writing, to the Commonwealth within 15 working days of receipt of the notification. If written comments are not received from the Alliance within 15 working days, the Commonwealth will contact the Alliance, by telephone, before submitting the proposals to the Executive Board. Reasonable written requests by the Alliance for time extensions will be granted.

RECOMMENDATION 23  
WORK-RELATED INJURIES

Paragraph 1. a. An employee who sustains a work-related injury during the term of this Memorandum as a result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Program, shall be entitled to use accumulated sick, annual, or 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 workers' compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, Social Security and retirement contributions. One full day of accumulated leave (7.5 hours) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of nine (9) months (274 calendar days) or for the duration of the disability, whichever is lesser, except that, if only accumulated leave is used, it may be used beyond nine (9) months (274 calendar days) until exhausted or until the disability ceases, whichever occurs sooner. In no case however will the aggregate of nine (9) months (274 calendar days) extend beyond three years from the date the injury occurred. If no leave is available under this Paragraph, the provisions of Paragraph 12 may apply.

For temporary employees, accumulated leave and injury leave without pay shall be available for an aggregate of up to nine (9) months (274 calendar days), for the duration of the disability or for the scheduled duration of the temporary employment, whichever is the least. In no case, however, will the aggregate of nine (9) months (274 calendar days) extend beyond three years from the date the injury occurred.

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

b. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 16 and 17 will continue for the period of time that the employee is on leave under Recommendations 1.a. and 11 and for the first 13 weeks (91 calendar days) after leave under Recommendation 1.a. expires if the employee remains disabled, provided that the employee's right of return under Paragraph 6 has not expired.

Paragraph 2. An employee who works a reduced number of hours (part-time) due to partial disability may use leave in accordance with Paragraph 1.a. Pay for accumulated leave used will be

calculated in accordance with Paragraph 1.a., based on the net amount of lost earnings.

Paragraph 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.

Paragraph 4. At the expiration of the leave under Paragraph 1.a., if an employee continues to receive workers' compensation, the employee will be placed on leave without pay in accordance with Paragraph 7 below.

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

Paragraph 6. An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Recommendation 7, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Paragraphs 1.a. or 10, where applicable and the end of the guarantee in this Paragraph, the employee will be on leave without pay.

During the three-year period, employees who are not fully capable of performing the duties of their position shall have, upon request, a right to return to an available position in a lower classification, within the same organizational seniority unit, to which there are no seniority claims and which the agency/university intends to fill, provided the employee meets the minimum requirements and qualifications essential to the work of the classification and the employee is fully capable of performing the duties of the position. If an employee returns to a position in a lower classification, the employee will be demoted in accordance with the Employer's Personnel Rules, but shall maintain the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred, provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Recommendation 7, Seniority.

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

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

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

Paragraph 8. An employee who sustains a work-related injury, during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury in accordance with Recommendations 6, 8, and 11. If no paid leave is available, an employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This Paragraph is not applicable to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Paragraph 1 shall apply.

Paragraph 9. Paragraphs 1 through 8, 10 and 13 of this Recommendation shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

Paragraph 10. An employee who is disabled due to a recurrence of a work-related injury after three years from the date the injury occurred, or before three years if the leave entitlement in Paragraph 1.a. has been depleted, shall be entitled to use accumulated leave and injury leave without pay while disabled for a period of up to twelve weeks. To be eligible to use injury leave without pay, the employee must have been at work at least 1250 hours within the previous twelve months. The twelve week period will be reduced by any other leave used within the previous twelve 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 twelve weeks until exhausted or until the disability ceases, whichever occurs sooner. While using accumulated leave, the leave will be charged and paid in accordance with Paragraph 1.a.

Paragraph 11. It is understood by both parties that the provisions of this Recommendation are consistent with the Family and Medical Leave Act of 1993, USC Section 2601 et seq. and that leave granted in accordance with Paragraphs 1 and 10 shall be designated as leave under the provisions of the Act.

Paragraph 12. It is understood by both parties that the provisions of this Recommendation are consistent with the Americans with Disabilities Act.

Paragraph 13. Should the Patient Protection and Affordable Care Act of 2010, 42 USC, § 18001 *et seq.* or its regulations be modified or interpreted to not provide an additional 91 calendar days of benefits, as described in Paragraph 1.b. of this Recommendation, it is agreed that the health and life insurance entitlements outlined in this Recommendation will not be diminished.

RECOMMENDATION 24  
CIVIL LEAVE

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

Paragraph 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 Judge and Workers' Compensation Appeal Board. Permanent employees who are subpoenaed as witnesses before the State Civil Service Commission or Pennsylvania Human Relations Commission shall be granted leave with pay while attending such hearings.

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

Paragraph 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.

Paragraph 4. a. Permanent employees, while performing firefighting duties, fire police duties, emergency medical technician duties, civil air patrol activities or emergency management rescue work during a fire, flood, hurricane or other disaster, may be granted leave with pay. Certified Red Cross disaster relief volunteers may be granted leave with pay to perform disaster relief work for the Red Cross throughout the United States during a state of emergency as declared by that state's Governor.

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

RECOMMENDATION 25  
MILITARY LEAVE

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

Paragraph 1. Military Reserve

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

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

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

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

Paragraph 2. Pennsylvania National Guard

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

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

b. For military training duty or other military duty as provided for in Subparagraph a., the maximum military leave with compensation is fifteen working days per calendar year.

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

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

Paragraph 3. General

a. Employees who leave their jobs for the performance of duty, voluntarily or involuntarily, in any branch of the Armed Forces of the United States, any of its Reserve components or any of its National Guard components, or the commissioned corps of the Public Health Service for the purpose of training or service must be granted military leave without pay. The provisions of Paragraph 3 through Paragraph 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.

Paragraph 4. Granting, Duration and Expiration

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

(1) For all active duty (including full-time National Guard duty).

(2) For initial active duty for training.

(3) For other active or inactive military training duty. Employees who volunteer for additional duty not required as part of routine reserve training shall provide four weeks' notice, if possible, to their immediate supervisor prior to the commencement of such duty.

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

c. Military leave without pay shall expire:

(1) For periods of more than 180 days, no more than 90 days after 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 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 a 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 determination of such circumstance.

#### Paragraph 5. Re-employment

Employees have the right to return to employment at the time of or prior to the expiration of military leave upon notifying the agency head/Pennsylvania State System University President of the desire and availability to return to employment, provided the following are met:

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

#### Paragraph 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.

#### Paragraph 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.

#### Paragraph 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 Paragraph 3 through Paragraph 9 of the Recommendation (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.

Paragraph 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/university if the employee certified in writing that more than one day is required to complete the examination.

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

Paragraph 11. It is understood by the parties that the Commonwealth will provide Military Leave in accordance with applicable Federal and State laws inclusive of the Uniformed Services Employment and Reemployment Act of 1994 (Title 38 of the United States Code, Chapter 43).

RECOMMENDATION 26  
QUALITY ASSURANCE PROGRAM

Paragraph 1. In order to encourage the highest standards of treatment by medical and dental personnel employed by the Commonwealth/Pennsylvania State System of Higher Education, the Quality Assurance Program (QAP) was established July 1, 1981. The purpose of this program is to attract, retain, and reward the medical and dental professional. Except as specifically provided below, the payments set forth in this Recommendation shall apply to all classifications covered by this Memorandum.

Paragraph 2. In furtherance of the QAP, an employee shall be entitled to receive a QAP payment, on or about August 31 of each memorandum year, based on the number of credited years of service through the last day of the employee's last full pay period in June of the entitlement year.

<u>Memorandum Year</u>	<u>Paid on or about</u>	<u>Credited years of service by</u>
7/1/16 - 6/30/17	Upon implementation	the last day of the employee's last full pay period in June 2017
7/1/17 - 6/30/18	8/31/18	the last day of the employee's last full pay period in June 2018
7/1/18 - 6/30/19	8/31/19	the last day of the employee's last full pay period in June 2019

EXAMPLE: Quality Assurance Payment on August 31, 2018 in the amount of \$20,000 to an employee who had been hired on May 17, 2013.

RATIONALE: The employee has 5 years of credited service as of June 1, 2018 which equals a payment of \$20,000.



a. The amount of the payment to which an employee is entitled will be based on the schedule set forth below that corresponds to his/her credited years of service:

<u>Years of Service</u>	<u>Memorandum Years</u> <u>7/1/16 – 6/30/19</u>
1-4	\$10,000
5-9	\$20,000
10-14	\$25,000
15 or more	\$30,000

b. The amounts set forth in Subparagraph a. above will be pro-rated in accordance with the provisions that follow, with the proviso that an employee who terminates prior to the last day of the employee's last full pay period in June of any year shall not (except as provided in Paragraphs 4 or 5) receive payment for that or any subsequent year.

1. Payments to full-time and part-time employees not in active pay status the full memorandum year will be pro-rated based upon the employee's number of months of credited service in the memorandum year, i.e., the number of months in which the employee is in active pay status at least ten days or 75 hours.
2. Payments to part-time employees will also be prorated by comparing the employee's paid hours (counting one-quarter for each hour on call) to a full-time schedule, i.e., 1956 hours per year (163 hours per month). To be eligible for any payment, an employee must be paid at least 50% of the number of hours that would be worked by a full-time employee with the same number of months of credited service.

Paragraph 3. Beginning with the Quality Assurance Payment for the memorandum year ending on June 30, 2018, an employee must have an overall rating above unsatisfactory on their most recent employee performance review to be eligible to receive such payment.

Paragraph 4. An employee who is furloughed after July 1 of any entitlement year and who is not recalled prior to the last day of the employee's last full pay period in June of that entitlement year shall receive payment for that year only, calculated in accordance with the provisions of Paragraphs 2 or 3, as appropriate.

Paragraph 5. Upon the death of an eligible employee who qualified for a Quality Assurance Payment, the Employer will pay a pro-rated Quality Assurance Payment to the employee's estate. No reimbursement to the Employer will be required from the estate of an employee who dies subsequent to receipt of a Quality Assurance Payment.

RECOMMENDATION 27  
MISCELLANEOUS PROVISIONS

Paragraph 1. In the event that any provisions of this Memorandum of Understanding are found to be inconsistent with existing federal or state statutes, the provisions of such statutes shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

Paragraph 2. The Employer and the Alliance acknowledge that this Memorandum of Understanding represents the results of meet and discuss between said parties conducted under and in accordance with the provisions of the Public Employe Relations Act and Act 188 of 1982, as amended.

Paragraph 3. In the event that any provision of this Memorandum of Understanding requires legislative action to become effective, including but not limited to the amendment of existing statutes, the adoption of new legislation, or the granting of appropriations, it shall become effective only if such legislative action is taken. The parties, however, mutually agree to make recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Memorandum of Understanding.

Paragraph 4. In the event the Public Employe Relations Act is amended during the term of this Agreement, the parties agree to meet and discuss concerning the amendments to determine whether or not this Memorandum of Understanding should be amended to incorporate changes permitted by the amendments to the Act.

Paragraph 5. At the request of the Alliance, a labor-management committee shall be convened to meet and discuss over concerns related to the recruitment and retention of staff in Alliance-represented classifications in agencies under the Governor's jurisdiction.

Paragraph 6. Within ninety (90) days of the signing of this Memorandum, the parties shall meet toward the goal of resolving all outstanding grievances related to Quality Assurance and Board Certification payments made to individual employees covered by this Memorandum.

Paragraph 7. The Commonwealth and the Union agree to meet and discuss the impact, if any, of the Medical Marijuana Act of 2016 (SB 3).

RECOMMENDATION 28  
FAMILY CARE LEAVE

Paragraph 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 the employee's spouse, domestic partner, 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 12 months preceding the commencement of the leave.

Leave under this Paragraph 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 Paragraph, parental leave without pay used under Recommendation 9, Paragraph 1.a., and sick leave without pay used under Recommendation 10, Paragraph 6.a. Leave used under these Recommendations, as well as military exigency leave used under Recommendation 31, Paragraph 1, 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 Paragraph; Recommendation 9, Paragraph 1.a.; Recommendation 10, Paragraph 6.a., and/or Recommendation 31, Paragraph 1, 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 Paragraph is subject to the employee's payment of any required employee contribution under Recommendation 16, Paragraph 4.

Paragraph 2. Employer-paid coverage for life insurance and Employer payments toward coverage for health benefits as provided in Recommendations 16 and 17 will continue for the period of time the employee is on family care leave under Paragraph 1 of this Recommendation.

Paragraph 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 applicable accrued 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 will not be required to use annual, personal, compensatory, or holiday leave upon 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.

b. It is understood by the parties that Subparagraph 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 8, Paragraphs 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 at any time during the first twelve 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 twelve weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Recommendation 8. Such use will not be counted against the six month entitlement to leave without pay with benefits.

Paragraph 5. During the first six months of absence under Paragraph 1 of this Recommendation, 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

During any extension period, under Paragraph 3 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 seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Paragraph shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

Paragraph 6. For the purpose of this Recommendation, parent shall be defined as the biological 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 the employee's biological, adopted, or foster child, step-child, legal ward, or child of a person standing in loco parentis, or a biological or adopted child of the employee's domestic 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.

Paragraph 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.

Paragraph 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.

Paragraph 9. Effective with the beginning of the 2018 leave calendar year, this Recommendation shall expire and be replaced by the provisions of Recommendation 9, Parental Leave/Family and Medical Leave Act (FMLA) Leave.

RECOMMENDATION 29  
POLITICAL ACTION COMMITTEE DEDUCTIONS

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

Paragraph 2. The Employer shall transmit the monies deducted in accordance with this Recommendation to the Alliance's Political Action Committee in accordance with the procedures agreed to by the Employer and the Alliance.

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

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

RECOMMENDATION 30  
LEAVE DONATION PROGRAM

Paragraph 1. Permanent employees may donate annual and personal leave to a designated permanent employee in the employee's agency/university 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/illness or for the catastrophic injury/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 8, Paragraph 5.

Paragraph 2. Recipients

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

b. Family member is defined as a husband, wife, domestic partner, child, step-child, 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/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 Certification to Receive Leave Donations Form.

e. The absence due to the catastrophic or severe catastrophic illness/injury of the employee or the catastrophic illness of a family member must be for more than 20 workdays in the current leave calendar year. The 20-workday absence may be accumulated on an intermittent basis if properly documented as related to the same catastrophic or severe illness/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/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/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 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 twelve 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 or severe illness/injury.

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

i. Donated leave may be used on an intermittent basis. However, each absence may be required to be medically documented as due to the 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.

Paragraph 3. Donors

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

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

c. The donation is effected by the completion and submission of a Request to Donate Leave to the agency/university 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 Paragraph 1 above, an employee whose family member dies and who does not have accrued or anticipated sick leave available, may use donated leave as bereavement leave, subject to the limitations in Recommendation 8, Paragraph 5.

Paragraph 4. The provisions of this Recommendation cannot be grieved under Recommendation 14 of this Memorandum.

Paragraph 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.

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

RECOMMENDATION 31  
MILITARY EXIGENCY LEAVE

Paragraph 1. After completing one year of service, employees shall be granted up to twelve weeks of military exigency 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. Leave under this Paragraph may be used when an absence arises from the fact that an employee's spouse, parent, son or daughter is on active duty or has been notified of an impending call or order to active duty either 1) in support of a contingency operation as a member of the national guard or a member or retired member of a reserve branch of the Armed Forces; or 2) deployed to a foreign country as a member of a regular component of the Armed Forces, for reasons described in the Family and Medical Leave Act.

Leave for this purpose shall be approved on an intermittent or reduced-time basis.

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

The twelve week entitlement of leave without pay with benefits under this Recommendation will be reduced by parental leave without pay used under Recommendation 9, Paragraph 1.a., sick leave without pay used under Recommendation 10, Paragraph 6.a., and family care leave without pay used under Recommendation 28, Paragraph 1.

After the employee has used an aggregate of twelve weeks of leave with benefits under this Recommendation; Recommendation 9, Paragraph 1.a.; Recommendation 10, Paragraph 6.a.; and/or Recommendation 28, Paragraph 1; 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 twelve week 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 Paragraph is subject to the employee's payment of any required employee contribution under Recommendation 16, Paragraph 4.

Paragraph 2. Employer-paid coverage for life insurance and Employer payments toward coverage for health benefits as provided in Recommendations 16 and 17 will continue for the period of time



the employee is on military exigency leave under this Recommendation.

Paragraph 3. An employee shall be required to use accrued annual, personal, compensatory and holiday leave upon commencement of military exigency leave. Such annual, personal, compensatory and holiday leave will run concurrently with and reduce the twelve week entitlement to leave without pay with benefits.

Paragraph 4. An employee shall have the right to return to the same position in the same classification held before going on military exigency leave, or to an equivalent position with regard to pay and skill for absences under this Recommendation.

Paragraph 5. For the purpose of this Recommendation, the definition of spouse, parent, son and daughter is defined in the Family and Medical Leave Act as related to military exigency leave.

Paragraph 6. 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. and that leave granted in accordance with this Recommendation shall be designated as leave under the provisions of the Act, where applicable.

Paragraph 7. Effective with the beginning of the 2018 leave calendar year, this Recommendation shall expire and be replaced by the provisions of Paragraphs 10 through 17 of Recommendation 9.

### RECOMMENDATION 32 MILITARY CAREGIVER LEAVE

Paragraph 1. After completing one year of service, employees shall be granted up to 26 weeks of military caregiver leave without pay with benefits in a single twelve month period beginning with the first date of absence, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. Leave under this Paragraph may be used for the purpose of attending to the medical needs of a servicemember due to the serious injury or illness of that servicemember who is an employee's spouse, parent, son or daughter, or next of kin.

Leave for this purpose shall be approved on an intermittent or reduced-time basis as medically necessary.

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

Up to 26 weeks of military caregiver absence is available for each servicemember and each serious injury or illness, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave. Not more than 26 weeks of leave under this Recommendation may be used within any single twelve month period, beginning with the first date of absence.

The continuation of benefits under this Paragraph is subject to the employee's payment of any required employee contribution under Recommendation 16, Paragraph 4.

Paragraph 2. Employer-paid coverage for life insurance and Employer payments toward coverage for health benefits as provided in Recommendations 16 and 17 will continue for the period of time the employee is on military caregiver leave under this Recommendation.

Paragraph 3. An employee shall be required to use applicable accrued sick family, additional sick family, annual, personal, compensatory and holiday leave. Such sick family, additional sick family, annual, personal, compensatory and holiday leave will run concurrently with and reduce the 26 week entitlement to leave without pay with benefits.

Paragraph 4. An employee shall have the right to return to the same position in the same classification held before going on military exigency leave, or to an equivalent position with regard to pay and skill for absences under this Recommendation.

Paragraph 5. For the purpose of this Recommendation, the definition of service member, serious injury or illness, spouse, parent, son or daughter, and next of kin is defined in the Family and Medical Leave Act as related to military caregiver leave.

Paragraph 6. 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. and that leave granted in accordance with this Recommendation shall be designated as leave under the provisions of the Act, where applicable.

Paragraph 7. Effective with the beginning of the 2018 leave calendar year, this Recommendation shall expire and be replaced by the provisions of Sections 10 through 17 of Recommendation 9.

### RECOMMENDATION 33 SAFETY AND HEALTH


Paragraph 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. Upon written request, the Alliance shall be provided with copies of statistical reports concerning work-related incidents.


RECOMMENDATION 34  
TERMINATION

Paragraph 1. This Memorandum shall be effective as of July 1, 2016 and shall continue in full force and effect up to and including June 30, 2019.

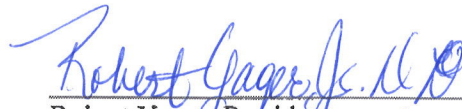
The parties hereto through their duly authorized officers or representatives and intending to be legally bound, hereby have hereunto set their hands and seals October 16, 2017.

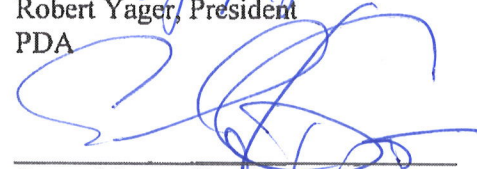
FOR THE  
COMMONWEALTH OF PENNSYLVANIA

  
\_\_\_\_\_  
Sharon P. Minnich  
Secretary of Administration

  
\_\_\_\_\_  
John P. Gasdaska  
Commonwealth Chief Spokesperson

FOR THE  
PENNSYLVANIA DOCTORS ALLIANCE

  
\_\_\_\_\_  
Robert Yager, President  
PDA

  
\_\_\_\_\_  
Samuel Spear, Esquire  
PDA Chief Spokesperson

PENNSYLVANIA STATE SYSTEM  
OF HIGHER EDUCATION

\_\_\_\_\_  
Dr. Karen M. Whitney  
Interim Chancellor, Pennsylvania State  
System of Higher Education

APPENDIX A

COMMONWEALTH OF PENNSYLVANIA  
 PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE  
 EFFECTIVE OCTOBER 1, 2016  
 PAY SCALE TYPE DR

P.S. Level		P.S. Group DR01	P.S. Group DR02	P.S. Group DR03	P.S. Group DR04	P.S. Group DR05	P.S. Group DR06
<b>01</b>	Hourly	43.52	49.03	55.40	62.60	70.76	80.19
	Biweekly	<b>3,264.00</b>	<b>3,677.25</b>	<b>4,155.00</b>	<b>4,695.00</b>	<b>5,307.00</b>	<b>6,014.25</b>
	Annual*	85,125	95,903	108,362	122,446	138,407	156,852
<b>02</b>	Hourly	44.41	50.07	56.51	63.87	72.25	81.85
	Biweekly	<b>3,330.75</b>	<b>3,755.25</b>	<b>4,238.25</b>	<b>4,790.25</b>	<b>5,418.75</b>	<b>6,138.75</b>
	Annual*	86,866	97,937	110,534	124,930	141,321	160,099
<b>03</b>	Hourly	45.25	51.05	57.64	65.22	73.76	83.56
	Biweekly	<b>3,393.75</b>	<b>3,828.75</b>	<b>4,323.00</b>	<b>4,891.50</b>	<b>5,532.00</b>	<b>6,267.00</b>
	Annual*	88,509	99,854	112,744	127,570	144,275	163,443
<b>04</b>	Hourly	46.21	52.15	58.86	66.52	75.31	85.34
	Biweekly	<b>3,465.75</b>	<b>3,911.25</b>	<b>4,414.50</b>	<b>4,989.00</b>	<b>5,648.25</b>	<b>6,400.50</b>
	Annual*	90,387	102,005	115,130	130,113	147,306	166,925
<b>05</b>	Hourly	47.12	53.16	60.07	67.95	76.93	87.11
	Biweekly	<b>3,534.00</b>	<b>3,987.00</b>	<b>4,505.25</b>	<b>5,096.25</b>	<b>5,769.75</b>	<b>6,533.25</b>
	Annual*	92,167	103,981	117,497	132,910	150,475	170,387
<b>06</b>	Hourly	48.10	54.30	61.28	69.37	78.50	88.95
	Biweekly	<b>3,607.50</b>	<b>4,072.50</b>	<b>4,596.00</b>	<b>5,202.75</b>	<b>5,887.50</b>	<b>6,671.25</b>
	Annual*	94,084	106,211	119,864	135,688	153,546	173,986
<b>07</b>	Hourly	49.03	55.40	62.60	70.76	80.19	90.79
	Biweekly	<b>3,677.25</b>	<b>4,155.00</b>	<b>4,695.00</b>	<b>5,307.00</b>	<b>6,014.25</b>	<b>6,809.25</b>
	Annual*	95,903	108,362	122,446	138,407	156,852	177,585
<b>08</b>	Hourly	50.07	56.51	63.87	72.25	81.85	92.71
	Biweekly	<b>3,755.25</b>	<b>4,238.25</b>	<b>4,790.25</b>	<b>5,418.75</b>	<b>6,138.75</b>	<b>6,953.25</b>
	Annual*	97,937	110,534	124,930	141,321	160,099	181,341
<b>09</b>	Hourly	51.05	57.64	65.22	73.76	83.56	94.68
	Biweekly	<b>3,828.75</b>	<b>4,323.00</b>	<b>4,891.50</b>	<b>5,532.00</b>	<b>6,267.00</b>	<b>7,101.00</b>
	Annual*	99,854	112,744	127,570	144,275	163,443	185,194
<b>10</b>	Hourly	52.15	58.86	66.52	75.31	85.34	96.64
	Biweekly	<b>3,911.25</b>	<b>4,414.50</b>	<b>4,989.00</b>	<b>5,648.25</b>	<b>6,400.50</b>	<b>7,248.00</b>
	Annual*	102,005	115,130	130,113	147,306	166,925	189,028

COMMONWEALTH OF PENNSYLVANIA  
 PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE  
 EFFECTIVE OCTOBER 1, 2016  
 PAY SCALE TYPE DR

P.S. Level		P.S. Group DR01	P.S. Group DR02	P.S. Group DR03	P.S. Group DR04	P.S. Group DR05	P.S. Group DR06
<b>11</b>	Hourly	53.16	60.07	67.95	76.93	87.11	98.64
	Biweekly	<b>3,987.00</b>	<b>4,505.25</b>	<b>5,096.25</b>	<b>5,769.75</b>	<b>6,533.25</b>	<b>7,398.00</b>
	Annual*	103,981	117,497	132,910	150,475	170,387	192,940
<b>12</b>	Hourly	54.30	61.28	69.37	78.50	88.95	100.68
	Biweekly	<b>4,072.50</b>	<b>4,596.00</b>	<b>5,202.75</b>	<b>5,887.50</b>	<b>6,671.25</b>	<b>7,551.00</b>
	Annual*	106,211	119,864	135,688	153,546	173,986	196,930
<b>13</b>	Hourly	55.40	62.60	70.76	80.19	90.79	102.77
	Biweekly	<b>4,155.00</b>	<b>4,695.00</b>	<b>5,307.00</b>	<b>6,014.25</b>	<b>6,809.25</b>	<b>7,707.75</b>
	Annual*	108,362	122,446	138,407	156,852	177,585	201,018
<b>14</b>	Hourly	56.51	63.87	72.25	81.85	92.71	104.90
	Biweekly	<b>4,238.25</b>	<b>4,790.25</b>	<b>5,418.75</b>	<b>6,138.75</b>	<b>6,953.25</b>	<b>7,867.50</b>
	Annual*	110,534	124,930	141,321	160,099	181,341	205,184
<b>15</b>	Hourly	57.64	65.22	73.76	83.56	94.68	107.07
	Biweekly	<b>4,323.00</b>	<b>4,891.50</b>	<b>5,532.00</b>	<b>6,267.00</b>	<b>7,101.00</b>	<b>8,030.25</b>
	Annual*	112,744	127,570	144,275	163,443	185,194	209,429
<b>16</b>	Hourly	58.86	66.52	75.31	85.34	96.64	109.28
	Biweekly	<b>4,414.50</b>	<b>4,989.00</b>	<b>5,648.25</b>	<b>6,400.50</b>	<b>7,248.00</b>	<b>8,196.00</b>
	Annual*	115,130	130,113	147,306	166,925	189,028	213,752
<b>17</b>	Hourly	60.07	67.95	76.93	87.11	98.64	
	Biweekly	<b>4,505.25</b>	<b>5,096.25</b>	<b>5,769.75</b>	<b>6,533.25</b>	<b>7,398.00</b>	
	Annual*	117,497	132,910	150,475	170,387	192,940	
<b>18</b>	Hourly	61.28	69.37	78.50	88.95	100.68	
	Biweekly	<b>4,596.00</b>	<b>5,202.75</b>	<b>5,887.50</b>	<b>6,671.25</b>	<b>7,551.00</b>	
	Annual*	119,864	135,688	153,546	173,986	196,930	
<b>19</b>	Hourly	62.60	70.76	80.19	90.79	102.77	
	Biweekly	<b>4,695.00</b>	<b>5,307.00</b>	<b>6,014.25</b>	<b>6,809.25</b>	<b>7,707.75</b>	
	Annual*	122,446	138,407	156,852	177,585	201,018	
<b>20</b>	Hourly	63.87	72.25	81.85	92.71	104.90	
	Biweekly	<b>4,790.25</b>	<b>5,418.75</b>	<b>6,138.75</b>	<b>6,953.25</b>	<b>7,867.50</b>	
	Annual*	124,930	141,321	160,099	181,341	205,184	

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

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION  
 PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE  
 EFFECTIVE OCTOBER 1, 2016  
 PAY SCALE TYPE DR

P.S. Level		P.S. Group DR08	P.S. Group DR09	P.S. Group DR10	P.S. Group DR11	P.S. Group DR12	P.S. Group DR13	P.S. Group DR14
<b>01</b>	Hourly	29.21	33.33	37.53	42.27	47.65	53.77	60.79
	Biweekly	<b>2,190.75</b>	<b>2,499.75</b>	<b>2,814.75</b>	<b>3,170.25</b>	<b>3,573.75</b>	<b>4,032.75</b>	<b>4,559.25</b>
	Annual*	57,135	65,193	73,409	82,680	93,203	105,174	118,905
<b>02</b>	Hourly	29.84	34.07	38.29	43.07	48.58	54.86	62.05
	Biweekly	<b>2,238.00</b>	<b>2,555.25</b>	<b>2,871.75</b>	<b>3,230.25</b>	<b>3,643.50</b>	<b>4,114.50</b>	<b>4,653.75</b>
	Annual*	58,367	66,641	74,895	84,245	95,022	107,306	121,370
<b>03</b>	Hourly	30.52	34.83	39.06	43.97	49.60	56.00	63.30
	Biweekly	<b>2,289.00</b>	<b>2,612.25</b>	<b>2,929.50</b>	<b>3,297.75</b>	<b>3,720.00</b>	<b>4,200.00</b>	<b>4,747.50</b>
	Annual*	59,697	68,127	76,401	86,005	97,018	109,536	123,815
<b>04</b>	Hourly	31.21	35.59	39.82	44.85	50.59	57.16	64.65
	Biweekly	<b>2,340.75</b>	<b>2,669.25</b>	<b>2,986.50</b>	<b>3,363.75</b>	<b>3,794.25</b>	<b>4,287.00</b>	<b>4,848.75</b>
	Annual*	61,047	69,614	77,888	87,727	98,954	111,805	126,455
<b>05</b>	Hourly	31.91	36.36	40.60	45.78	51.66	58.33	66.01
	Biweekly	<b>2,393.25</b>	<b>2,727.00</b>	<b>3,045.00</b>	<b>3,433.50</b>	<b>3,874.50</b>	<b>4,374.75</b>	<b>4,950.75</b>
	Annual*	62,416	71,120	79,414	89,546	101,047	114,093	129,116
<b>06</b>	Hourly	32.57	37.21	41.42	46.67	52.72	59.55	67.35
	Biweekly	<b>2,442.75</b>	<b>2,790.75</b>	<b>3,106.50</b>	<b>3,500.25</b>	<b>3,954.00</b>	<b>4,466.25</b>	<b>5,051.25</b>
	Annual*	63,707	72,783	81,018	91,287	103,120	116,480	131,737
<b>07</b>	Hourly	33.33	38.06	42.27	47.65	53.77	60.79	68.75
	Biweekly	<b>2,499.75</b>	<b>2,854.50</b>	<b>3,170.25</b>	<b>3,573.75</b>	<b>4,032.75</b>	<b>4,559.25</b>	<b>5,156.25</b>
	Annual*	65,193	74,445	82,680	93,203	105,174	118,905	134,475
<b>08</b>	Hourly	34.07	38.85	43.07	48.58	54.86	62.05	70.20
	Biweekly	<b>2,555.25</b>	<b>2,913.75</b>	<b>3,230.25</b>	<b>3,643.50</b>	<b>4,114.50</b>	<b>4,653.75</b>	<b>5,265.00</b>
	Annual*	66,641	75,991	84,245	95,022	107,306	121,370	137,311
<b>09</b>	Hourly	34.83	39.74	43.97	49.60	56.00	63.30	71.66
	Biweekly	<b>2,612.25</b>	<b>2,980.50</b>	<b>3,297.75</b>	<b>3,720.00</b>	<b>4,200.00</b>	<b>4,747.50</b>	<b>5,374.50</b>
	Annual*	68,127	77,731	86,005	97,018	109,536	123,815	140,167
<b>10</b>	Hourly	35.59	40.63	44.85	50.59	57.16	64.65	73.21
	Biweekly	<b>2,669.25</b>	<b>3,047.25</b>	<b>3,363.75</b>	<b>3,794.25</b>	<b>4,287.00</b>	<b>4,848.75</b>	<b>5,490.75</b>
	Annual*	69,614	79,472	87,727	98,954	111,805	126,455	143,199

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION  
 PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE  
 EFFECTIVE OCTOBER 1, 2016  
 PAY SCALE TYPE DR

P.S. Level		P.S. Group DR08	P.S. Group DR09	P.S. Group DR10	P.S. Group DR11	P.S. Group DR12	P.S. Group DR13	P.S. Group DR14
<b>11</b>	Hourly	36.36	41.55	45.78	51.66	58.33	66.01	74.71
	Biweekly	<b>2,727.00</b>	<b>3,116.25</b>	<b>3,433.50</b>	<b>3,874.50</b>	<b>4,374.75</b>	<b>4,950.75</b>	<b>5,603.25</b>
	Annual*	71,120	81,272	89,546	101,047	114,093	129,116	146,133
<b>12</b>	Hourly	37.21	42.45	46.67	52.72	59.55	67.35	76.30
	Biweekly	<b>2,790.75</b>	<b>3,183.75</b>	<b>3,500.25</b>	<b>3,954.00</b>	<b>4,466.25</b>	<b>5,051.25</b>	<b>5,722.50</b>
	Annual*	72,783	83,032	91,287	103,120	116,480	131,737	149,243
<b>13</b>	Hourly	38.06	43.43	47.65	53.77	60.79	68.75	77.89
	Biweekly	<b>2,854.50</b>	<b>3,257.25</b>	<b>3,573.75</b>	<b>4,032.75</b>	<b>4,559.25</b>	<b>5,156.25</b>	<b>5,841.75</b>
	Annual*	74,445	84,949	93,203	105,174	118,905	134,475	152,353
<b>14</b>	Hourly	38.85	44.39	48.58	54.86	62.05	70.20	79.53
	Biweekly	<b>2,913.75</b>	<b>3,329.25</b>	<b>3,643.50</b>	<b>4,114.50</b>	<b>4,653.75</b>	<b>5,265.00</b>	<b>5,964.75</b>
	Annual*	75,991	86,827	95,022	107,306	121,370	137,311	155,561
<b>15</b>	Hourly	39.74	45.37	49.60	56.00	63.30	71.66	81.20
	Biweekly	<b>2,980.50</b>	<b>3,402.75</b>	<b>3,720.00</b>	<b>4,200.00</b>	<b>4,747.50</b>	<b>5,374.50</b>	<b>6,090.00</b>
	Annual*	77,731	88,744	97,018	109,536	123,815	140,167	158,827
<b>16</b>	Hourly	40.63	46.36	50.59	57.16	64.65	73.21	82.91
	Biweekly	<b>3,047.25</b>	<b>3,477.00</b>	<b>3,794.25</b>	<b>4,287.00</b>	<b>4,848.75</b>	<b>5,490.75</b>	<b>6,218.25</b>
	Annual*	79,472	90,680	98,954	111,805	126,455	143,199	162,172
<b>17</b>	Hourly	41.55	47.44	51.66	58.33	66.01	74.71	84.65
	Biweekly	<b>3,116.25</b>	<b>3,558.00</b>	<b>3,874.50</b>	<b>4,374.75</b>	<b>4,950.75</b>	<b>5,603.25</b>	<b>6,348.75</b>
	Annual*	81,272	92,793	101,047	114,093	129,116	146,133	165,575
<b>18</b>	Hourly	42.45	48.49	52.72	59.55	67.35	76.30	86.40
	Biweekly	<b>3,183.75</b>	<b>3,636.75</b>	<b>3,954.00</b>	<b>4,466.25</b>	<b>5,051.25</b>	<b>5,722.50</b>	<b>6,480.00</b>
	Annual*	83,032	94,846	103,120	116,480	131,737	149,243	168,998
<b>19</b>	Hourly	43.43	49.56	53.77	60.79	68.75	77.89	88.22
	Biweekly	<b>3,257.25</b>	<b>3,717.00</b>	<b>4,032.75</b>	<b>4,559.25</b>	<b>5,156.25</b>	<b>5,841.75</b>	<b>6,616.50</b>
	Annual*	84,949	96,939	105,174	118,905	134,475	152,353	172,558
<b>20</b>	Hourly	44.39	50.66	54.86	62.05	70.20	79.53	90.10
	Biweekly	<b>3,329.25</b>	<b>3,799.50</b>	<b>4,114.50</b>	<b>4,653.75</b>	<b>5,265.00</b>	<b>5,964.75</b>	<b>6,757.50</b>
	Annual*	86,827	99,091	107,306	121,370	137,311	155,561	176,236

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

APPENDIX B

COMMONWEALTH OF PENNSYLVANIA  
 PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE  
 EFFECTIVE JULY 1, 2017  
 PAY SCALE TYPE DR

P.S. Level		P.S. Group DR01	P.S. Group DR02	P.S. Group DR03	P.S. Group DR04	P.S. Group DR05	P.S. Group DR06
<b>01</b>	Hourly	44.39	50.01	56.51	63.85	72.18	81.79
	Biweekly	<b>3,329.25</b>	<b>3,750.75</b>	<b>4,238.25</b>	<b>4,788.75</b>	<b>5,413.50</b>	<b>6,134.25</b>
	Annual*	86,827	97,820	110,534	124,891	141,184	159,981
<b>02</b>	Hourly	45.30	51.07	57.64	65.15	73.70	83.49
	Biweekly	<b>3,397.50</b>	<b>3,830.25</b>	<b>4,323.00</b>	<b>4,886.25</b>	<b>5,527.50</b>	<b>6,261.75</b>
	Annual*	88,607	99,893	112,744	127,433	144,157	163,306
<b>03</b>	Hourly	46.16	52.07	58.79	66.52	75.24	85.23
	Biweekly	<b>3,462.00</b>	<b>3,905.25</b>	<b>4,409.25</b>	<b>4,989.00</b>	<b>5,643.00</b>	<b>6,392.25</b>
	Annual*	90,289	101,849	114,993	130,113	147,169	166,710
<b>04</b>	Hourly	47.13	53.19	60.04	67.85	76.82	87.05
	Biweekly	<b>3,534.75</b>	<b>3,989.25</b>	<b>4,503.00</b>	<b>5,088.75</b>	<b>5,761.50</b>	<b>6,528.75</b>
	Annual*	92,186	104,040	117,438	132,715	150,260	170,270
<b>05</b>	Hourly	48.06	54.22	61.27	69.31	78.47	88.85
	Biweekly	<b>3,604.50</b>	<b>4,066.50</b>	<b>4,595.25</b>	<b>5,198.25</b>	<b>5,885.25</b>	<b>6,663.75</b>
	Annual*	94,005	106,054	119,844	135,570	153,487	173,791
<b>06</b>	Hourly	49.06	55.39	62.51	70.76	80.07	90.73
	Biweekly	<b>3,679.50</b>	<b>4,154.25</b>	<b>4,688.25</b>	<b>5,307.00</b>	<b>6,005.25</b>	<b>6,804.75</b>
	Annual*	95,961	108,343	122,270	138,407	156,617	177,468
<b>07</b>	Hourly	50.01	56.51	63.85	72.18	81.79	92.61
	Biweekly	<b>3,750.75</b>	<b>4,238.25</b>	<b>4,788.75</b>	<b>5,413.50</b>	<b>6,134.25</b>	<b>6,945.75</b>
	Annual*	97,820	110,534	124,891	141,184	159,981	181,145
<b>08</b>	Hourly	51.07	57.64	65.15	73.70	83.49	94.56
	Biweekly	<b>3,830.25</b>	<b>4,323.00</b>	<b>4,886.25</b>	<b>5,527.50</b>	<b>6,261.75</b>	<b>7,092.00</b>
	Annual*	99,893	112,744	127,433	144,157	163,306	184,959
<b>09</b>	Hourly	52.07	58.79	66.52	75.24	85.23	96.57
	Biweekly	<b>3,905.25</b>	<b>4,409.25</b>	<b>4,989.00</b>	<b>5,643.00</b>	<b>6,392.25</b>	<b>7,242.75</b>
	Annual*	101,849	114,993	130,113	147,169	166,710	188,891
<b>10</b>	Hourly	53.19	60.04	67.85	76.82	87.05	98.57
	Biweekly	<b>3,989.25</b>	<b>4,503.00</b>	<b>5,088.75</b>	<b>5,761.50</b>	<b>6,528.75</b>	<b>7,392.75</b>
	Annual*	104,040	117,438	132,715	150,260	170,270	192,803



COMMONWEALTH OF PENNSYLVANIA  
 PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE  
 EFFECTIVE JULY 1, 2017  
 PAY SCALE TYPE DR

P.S. Level		P.S. Group DR01	P.S. Group DR02	P.S. Group DR03	P.S. Group DR04	P.S. Group DR05	P.S. Group DR06
<b>11</b>	Hourly	54.22	61.27	69.31	78.47	88.85	100.61
	Biweekly	<b>4,066.50</b>	<b>4,595.25</b>	<b>5,198.25</b>	<b>5,885.25</b>	<b>6,663.75</b>	<b>7,545.75</b>
	Annual*	106,054	119,844	135,570	153,487	173,791	196,793
<b>12</b>	Hourly	55.39	62.51	70.76	80.07	90.73	102.69
	Biweekly	<b>4,154.25</b>	<b>4,688.25</b>	<b>5,307.00</b>	<b>6,005.25</b>	<b>6,804.75</b>	<b>7,701.75</b>
	Annual*	108,343	122,270	138,407	156,617	177,468	200,862
<b>13</b>	Hourly	56.51	63.85	72.18	81.79	92.61	104.83
	Biweekly	<b>4,238.25</b>	<b>4,788.75</b>	<b>5,413.50</b>	<b>6,134.25</b>	<b>6,945.75</b>	<b>7,862.25</b>
	Annual*	110,534	124,891	141,184	159,981	181,145	205,047
<b>14</b>	Hourly	57.64	65.15	73.70	83.49	94.56	107.00
	Biweekly	<b>4,323.00</b>	<b>4,886.25</b>	<b>5,527.50</b>	<b>6,261.75</b>	<b>7,092.00</b>	<b>8,025.00</b>
	Annual*	112,744	127,433	144,157	163,306	184,959	209,292
<b>15</b>	Hourly	58.79	66.52	75.24	85.23	96.57	109.21
	Biweekly	<b>4,409.25</b>	<b>4,989.00</b>	<b>5,643.00</b>	<b>6,392.25</b>	<b>7,242.75</b>	<b>8,190.75</b>
	Annual*	114,993	130,113	147,169	166,710	188,891	213,615
<b>16</b>	Hourly	60.04	67.85	76.82	87.05	98.57	111.47
	Biweekly	<b>4,503.00</b>	<b>5,088.75</b>	<b>5,761.50</b>	<b>6,528.75</b>	<b>7,392.75</b>	<b>8,360.25</b>
	Annual*	117,438	132,715	150,260	170,270	192,803	218,035
<b>17</b>	Hourly	61.27	69.31	78.47	88.85	100.61	
	Biweekly	<b>4,595.25</b>	<b>5,198.25</b>	<b>5,885.25</b>	<b>6,663.75</b>	<b>7,545.75</b>	
	Annual*	119,844	135,570	153,487	173,791	196,793	
<b>18</b>	Hourly	62.51	70.76	80.07	90.73	102.69	
	Biweekly	<b>4,688.25</b>	<b>5,307.00</b>	<b>6,005.25</b>	<b>6,804.75</b>	<b>7,701.75</b>	
	Annual*	122,270	138,407	156,617	177,468	200,862	
<b>19</b>	Hourly	63.85	72.18	81.79	92.61	104.83	
	Biweekly	<b>4,788.75</b>	<b>5,413.50</b>	<b>6,134.25</b>	<b>6,945.75</b>	<b>7,862.25</b>	
	Annual*	124,891	141,184	159,981	181,145	205,047	
<b>20</b>	Hourly	65.15	73.70	83.49	94.56	107.00	
	Biweekly	<b>4,886.25</b>	<b>5,527.50</b>	<b>6,261.75</b>	<b>7,092.00</b>	<b>8,025.00</b>	
	Annual*	127,433	144,157	163,306	184,959	209,292	

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

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION  
 PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE  
 EFFECTIVE JULY 1, 2017  
 PAY SCALE TYPE DR

P.S. Level		P.S. Group DR08	P.S. Group DR09	P.S. Group DR10	P.S. Group DR11	P.S. Group DR12	P.S. Group DR13	P.S. Group DR14
<b>01</b>	Hourly	29.79	34.00	38.28	43.12	48.60	54.85	62.01
	Biweekly	<b>2,234.25</b>	<b>2,550.00</b>	<b>2,871.00</b>	<b>3,234.00</b>	<b>3,645.00</b>	<b>4,113.75</b>	<b>4,650.75</b>
	Annual*	58,269	66,504	74,876	84,343	95,062	107,287	121,292
<b>02</b>	Hourly	30.44	34.75	39.06	43.93	49.55	55.96	63.29
	Biweekly	<b>2,283.00</b>	<b>2,606.25</b>	<b>2,929.50</b>	<b>3,294.75</b>	<b>3,716.25</b>	<b>4,197.00</b>	<b>4,746.75</b>
	Annual*	59,541	67,971	76,401	85,927	96,920	109,458	123,795
<b>03</b>	Hourly	31.13	35.53	39.84	44.85	50.59	57.12	64.57
	Biweekly	<b>2,334.75</b>	<b>2,664.75</b>	<b>2,988.00</b>	<b>3,363.75</b>	<b>3,794.25</b>	<b>4,284.00</b>	<b>4,842.75</b>
	Annual*	60,890	69,497	77,927	87,727	98,954	111,727	126,299
<b>04</b>	Hourly	31.83	36.30	40.62	45.75	51.60	58.30	65.94
	Biweekly	<b>2,387.25</b>	<b>2,722.50</b>	<b>3,046.50</b>	<b>3,431.25</b>	<b>3,870.00</b>	<b>4,372.50</b>	<b>4,945.50</b>
	Annual*	62,259	71,003	79,453	89,487	100,930	114,035	128,979
<b>05</b>	Hourly	32.55	37.09	41.41	46.70	52.69	59.50	67.33
	Biweekly	<b>2,441.25</b>	<b>2,781.75</b>	<b>3,105.75</b>	<b>3,502.50</b>	<b>3,951.75</b>	<b>4,462.50</b>	<b>5,049.75</b>
	Annual*	63,668	72,548	80,998	91,345	103,062	116,382	131,697
<b>06</b>	Hourly	33.22	37.95	42.25	47.60	53.77	60.74	68.70
	Biweekly	<b>2,491.50</b>	<b>2,846.25</b>	<b>3,168.75</b>	<b>3,570.00</b>	<b>4,032.75</b>	<b>4,555.50</b>	<b>5,152.50</b>
	Annual*	64,978	74,230	82,641	93,106	105,174	118,807	134,377
<b>07</b>	Hourly	34.00	38.82	43.12	48.60	54.85	62.01	70.13
	Biweekly	<b>2,550.00</b>	<b>2,911.50</b>	<b>3,234.00</b>	<b>3,645.00</b>	<b>4,113.75</b>	<b>4,650.75</b>	<b>5,259.75</b>
	Annual*	66,504	75,932	84,343	95,062	107,287	121,292	137,174
<b>08</b>	Hourly	34.75	39.63	43.93	49.55	55.96	63.29	71.60
	Biweekly	<b>2,606.25</b>	<b>2,972.25</b>	<b>3,294.75</b>	<b>3,716.25</b>	<b>4,197.00</b>	<b>4,746.75</b>	<b>5,370.00</b>
	Annual*	67,971	77,516	85,927	96,920	109,458	123,795	140,050
<b>09</b>	Hourly	35.53	40.53	44.85	50.59	57.12	64.57	73.09
	Biweekly	<b>2,664.75</b>	<b>3,039.75</b>	<b>3,363.75</b>	<b>3,794.25</b>	<b>4,284.00</b>	<b>4,842.75</b>	<b>5,481.75</b>
	Annual*	69,497	79,277	87,727	98,954	111,727	126,299	142,964
<b>10</b>	Hourly	36.30	41.44	45.75	51.60	58.30	65.94	74.67
	Biweekly	<b>2,722.50</b>	<b>3,108.00</b>	<b>3,431.25</b>	<b>3,870.00</b>	<b>4,372.50</b>	<b>4,945.50</b>	<b>5,600.25</b>
	Annual*	71,003	81,057	89,487	100,930	114,035	128,979	146,055

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION  
 PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE  
 EFFECTIVE JULY 1, 2017  
 PAY SCALE TYPE DR

P.S. Level	P.S. Group DR08	P.S. Group DR09	P.S. Group DR10	P.S. Group DR11	P.S. Group DR12	P.S. Group DR13	P.S. Group DR14
Hourly	37.09	42.38	46.70	52.69	59.50	67.33	76.20
<b>11</b> Biweekly	<b>2,781.75</b>	<b>3,178.50</b>	<b>3,502.50</b>	<b>3,951.75</b>	<b>4,462.50</b>	<b>5,049.75</b>	<b>5,715.00</b>
Annual*	72,548	82,895	91,345	103,062	116,382	131,697	149,047
Hourly	37.95	43.30	47.60	53.77	60.74	68.70	77.83
<b>12</b> Biweekly	<b>2,846.25</b>	<b>3,247.50</b>	<b>3,570.00</b>	<b>4,032.75</b>	<b>4,555.50</b>	<b>5,152.50</b>	<b>5,837.25</b>
Annual*	74,230	84,695	93,106	105,174	118,807	134,377	152,235
Hourly	38.82	44.30	48.60	54.85	62.01	70.13	79.45
<b>13</b> Biweekly	<b>2,911.50</b>	<b>3,322.50</b>	<b>3,645.00</b>	<b>4,113.75</b>	<b>4,650.75</b>	<b>5,259.75</b>	<b>5,958.75</b>
Annual*	75,932	86,651	95,062	107,287	121,292	137,174	155,404
Hourly	39.63	45.28	49.55	55.96	63.29	71.60	81.12
<b>14</b> Biweekly	<b>2,972.25</b>	<b>3,396.00</b>	<b>3,716.25</b>	<b>4,197.00</b>	<b>4,746.75</b>	<b>5,370.00</b>	<b>6,084.00</b>
Annual*	77,516	88,568	96,920	109,458	123,795	140,050	158,671
Hourly	40.53	46.28	50.59	57.12	64.57	73.09	82.82
<b>15</b> Biweekly	<b>3,039.75</b>	<b>3,471.00</b>	<b>3,794.25</b>	<b>4,284.00</b>	<b>4,842.75</b>	<b>5,481.75</b>	<b>6,211.50</b>
Annual*	79,277	90,524	98,954	111,727	126,299	142,964	161,996
Hourly	41.44	47.29	51.60	58.30	65.94	74.67	84.57
<b>16</b> Biweekly	<b>3,108.00</b>	<b>3,546.75</b>	<b>3,870.00</b>	<b>4,372.50</b>	<b>4,945.50</b>	<b>5,600.25</b>	<b>6,342.75</b>
Annual*	81,057	92,499	100,930	114,035	128,979	146,055	165,419
Hourly	42.38	48.39	52.69	59.50	67.33	76.20	86.34
<b>17</b> Biweekly	<b>3,178.50</b>	<b>3,629.25</b>	<b>3,951.75</b>	<b>4,462.50</b>	<b>5,049.75</b>	<b>5,715.00</b>	<b>6,475.50</b>
Annual*	82,895	94,651	103,062	116,382	131,697	149,047	168,881
Hourly	43.30	49.46	53.77	60.74	68.70	77.83	88.13
<b>18</b> Biweekly	<b>3,247.50</b>	<b>3,709.50</b>	<b>4,032.75</b>	<b>4,555.50</b>	<b>5,152.50</b>	<b>5,837.25</b>	<b>6,609.75</b>
Annual*	84,695	96,744	105,174	118,807	134,377	152,235	172,382
Hourly	44.30	50.55	54.85	62.01	70.13	79.45	89.98
<b>19</b> Biweekly	<b>3,322.50</b>	<b>3,791.25</b>	<b>4,113.75</b>	<b>4,650.75</b>	<b>5,259.75</b>	<b>5,958.75</b>	<b>6,748.50</b>
Annual*	86,651	98,876	107,287	121,292	137,174	155,404	176,001
Hourly	45.28	51.67	55.96	63.29	71.60	81.12	91.90
<b>20</b> Biweekly	<b>3,396.00</b>	<b>3,875.25</b>	<b>4,197.00</b>	<b>4,746.75</b>	<b>5,370.00</b>	<b>6,084.00</b>	<b>6,892.50</b>
Annual*	88,568	101,067	109,458	123,795	140,050	158,671	179,756

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

COMMONWEALTH OF PENNSYLVANIA  
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 PAY SCALE TYPE DR

P.S. Level		P.S. Group DR01	P.S. Group DR02	P.S. Group DR03	P.S. Group DR04	P.S. Group DR05	P.S. Group DR06
<b>01</b>	Hourly	45.50	51.26	57.92	65.45	73.98	83.83
	Biweekly	<b>3,412.50</b>	<b>3,844.50</b>	<b>4,344.00</b>	<b>4,908.75</b>	<b>5,548.50</b>	<b>6,287.25</b>
	Annual*	88,998	100,265	113,292	128,020	144,705	163,971
<b>02</b>	Hourly	46.43	52.35	59.08	66.78	75.54	85.58
	Biweekly	<b>3,482.25</b>	<b>3,926.25</b>	<b>4,431.00</b>	<b>5,008.50</b>	<b>5,665.50</b>	<b>6,418.50</b>
	Annual*	90,817	102,397	115,560	130,622	147,756	167,394
<b>03</b>	Hourly	47.31	53.37	60.26	68.18	77.12	87.36
	Biweekly	<b>3,548.25</b>	<b>4,002.75</b>	<b>4,519.50</b>	<b>5,113.50</b>	<b>5,784.00</b>	<b>6,552.00</b>
	Annual*	92,538	104,392	117,869	133,360	150,847	170,876
<b>04</b>	Hourly	48.31	54.52	61.54	69.55	78.74	89.23
	Biweekly	<b>3,623.25</b>	<b>4,089.00</b>	<b>4,615.50</b>	<b>5,216.25</b>	<b>5,905.50</b>	<b>6,692.25</b>
	Annual*	94,494	106,641	120,372	136,040	154,015	174,534
<b>05</b>	Hourly	49.26	55.58	62.80	71.04	80.43	91.07
	Biweekly	<b>3,694.50</b>	<b>4,168.50</b>	<b>4,710.00</b>	<b>5,328.00</b>	<b>6,032.25</b>	<b>6,830.25</b>
	Annual*	96,353	108,714	122,837	138,954	157,321	178,133
<b>06</b>	Hourly	50.29	56.77	64.07	72.53	82.07	93.00
	Biweekly	<b>3,771.75</b>	<b>4,257.75</b>	<b>4,805.25</b>	<b>5,439.75</b>	<b>6,155.25</b>	<b>6,975.00</b>
	Annual*	98,367	111,042	125,321	141,869	160,529	181,908
<b>07</b>	Hourly	51.26	57.92	65.45	73.98	83.83	94.93
	Biweekly	<b>3,844.50</b>	<b>4,344.00</b>	<b>4,908.75</b>	<b>5,548.50</b>	<b>6,287.25</b>	<b>7,119.75</b>
	Annual*	100,265	113,292	128,020	144,705	163,971	185,683
<b>08</b>	Hourly	52.35	59.08	66.78	75.54	85.58	96.92
	Biweekly	<b>3,926.25</b>	<b>4,431.00</b>	<b>5,008.50</b>	<b>5,665.50</b>	<b>6,418.50</b>	<b>7,269.00</b>
	Annual*	102,397	115,560	130,622	147,756	167,394	189,576
<b>09</b>	Hourly	53.37	60.26	68.18	77.12	87.36	98.98
	Biweekly	<b>4,002.75</b>	<b>4,519.50</b>	<b>5,113.50</b>	<b>5,784.00</b>	<b>6,552.00</b>	<b>7,423.50</b>
	Annual*	104,392	117,869	133,360	150,847	170,876	193,605
<b>10</b>	Hourly	54.52	61.54	69.55	78.74	89.23	101.03
	Biweekly	<b>4,089.00</b>	<b>4,615.50</b>	<b>5,216.25</b>	<b>5,905.50</b>	<b>6,692.25</b>	<b>7,577.25</b>
	Annual*	106,641	120,372	136,040	154,015	174,534	197,615

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P.S. Level		P.S. Group DR01	P.S. Group DR02	P.S. Group DR03	P.S. Group DR04	P.S. Group DR05	P.S. Group DR06
<b>11</b>	Hourly	55.58	62.80	71.04	80.43	91.07	103.13
	Biweekly	<b>4,168.50</b>	<b>4,710.00</b>	<b>5,328.00</b>	<b>6,032.25</b>	<b>6,830.25</b>	<b>7,734.75</b>
	Annual*	108,714	122,837	138,954	157,321	178,133	201,722
<b>12</b>	Hourly	56.77	64.07	72.53	82.07	93.00	105.26
	Biweekly	<b>4,257.75</b>	<b>4,805.25</b>	<b>5,439.75</b>	<b>6,155.25</b>	<b>6,975.00</b>	<b>7,894.50</b>
	Annual*	111,042	125,321	141,869	160,529	181,908	205,889
<b>13</b>	Hourly	57.92	65.45	73.98	83.83	94.93	107.45
	Biweekly	<b>4,344.00</b>	<b>4,908.75</b>	<b>5,548.50</b>	<b>6,287.25</b>	<b>7,119.75</b>	<b>8,058.75</b>
	Annual*	113,292	128,020	144,705	163,971	185,683	210,172
<b>14</b>	Hourly	59.08	66.78	75.54	85.58	96.92	109.68
	Biweekly	<b>4,431.00</b>	<b>5,008.50</b>	<b>5,665.50</b>	<b>6,418.50</b>	<b>7,269.00</b>	<b>8,226.00</b>
	Annual*	115,560	130,622	147,756	167,394	189,576	214,534
<b>15</b>	Hourly	60.26	68.18	77.12	87.36	98.98	111.94
	Biweekly	<b>4,519.50</b>	<b>5,113.50</b>	<b>5,784.00</b>	<b>6,552.00</b>	<b>7,423.50</b>	<b>8,395.50</b>
	Annual*	117,869	133,360	150,847	170,876	193,605	218,955
<b>16</b>	Hourly	61.54	69.55	78.74	89.23	101.03	114.26
	Biweekly	<b>4,615.50</b>	<b>5,216.25</b>	<b>5,905.50</b>	<b>6,692.25</b>	<b>7,577.25</b>	<b>8,569.50</b>
	Annual*	120,372	136,040	154,015	174,534	197,615	223,493
<b>17</b>	Hourly	62.80	71.04	80.43	91.07	103.13	
	Biweekly	<b>4,710.00</b>	<b>5,328.00</b>	<b>6,032.25</b>	<b>6,830.25</b>	<b>7,734.75</b>	
	Annual*	122,837	138,954	157,321	178,133	201,722	
<b>18</b>	Hourly	64.07	72.53	82.07	93.00	105.26	
	Biweekly	<b>4,805.25</b>	<b>5,439.75</b>	<b>6,155.25</b>	<b>6,975.00</b>	<b>7,894.50</b>	
	Annual*	125,321	141,869	160,529	181,908	205,889	
<b>19</b>	Hourly	65.45	73.98	83.83	94.93	107.45	
	Biweekly	<b>4,908.75</b>	<b>5,548.50</b>	<b>6,287.25</b>	<b>7,119.75</b>	<b>8,058.75</b>	
	Annual*	128,020	144,705	163,971	185,683	210,172	
<b>20</b>	Hourly	66.78	75.54	85.58	96.92	109.68	
	Biweekly	<b>5,008.50</b>	<b>5,665.50</b>	<b>6,418.50</b>	<b>7,269.00</b>	<b>8,226.00</b>	
	Annual*	130,622	147,756	167,394	189,576	214,534	

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

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION  
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 PAY SCALE TYPE DR

P.S. Level		P.S. Group DR08	P.S. Group DR09	P.S. Group DR10	P.S. Group DR11	P.S. Group DR12	P.S. Group DR13	P.S. Group DR14
<b>01</b>	Hourly	30.53	34.85	39.24	44.20	49.82	56.22	63.56
	Biweekly	<b>2,289.75</b>	<b>2,613.75</b>	<b>2,943.00</b>	<b>3,315.00</b>	<b>3,736.50</b>	<b>4,216.50</b>	<b>4,767.00</b>
	Annual*	59,717	68,167	76,753	86,455	97,448	109,966	124,323
<b>02</b>	Hourly	31.20	35.62	40.04	45.03	50.79	57.36	64.87
	Biweekly	<b>2,340.00</b>	<b>2,671.50</b>	<b>3,003.00</b>	<b>3,377.25</b>	<b>3,809.25</b>	<b>4,302.00</b>	<b>4,865.25</b>
	Annual*	61,027	69,673	78,318	88,079	99,345	112,196	126,886
<b>03</b>	Hourly	31.91	36.42	40.84	45.97	51.85	58.55	66.18
	Biweekly	<b>2,393.25</b>	<b>2,731.50</b>	<b>3,063.00</b>	<b>3,447.75</b>	<b>3,888.75</b>	<b>4,391.25</b>	<b>4,963.50</b>
	Annual*	62,416	71,238	79,883	89,917	101,419	114,524	129,448
<b>04</b>	Hourly	32.63	37.21	41.64	46.89	52.89	59.76	67.59
	Biweekly	<b>2,447.25</b>	<b>2,790.75</b>	<b>3,123.00</b>	<b>3,516.75</b>	<b>3,966.75</b>	<b>4,482.00</b>	<b>5,069.25</b>
	Annual*	63,824	72,783	81,448	91,717	103,453	116,891	132,206
<b>05</b>	Hourly	33.36	38.02	42.45	47.87	54.01	60.99	69.01
	Biweekly	<b>2,502.00</b>	<b>2,851.50</b>	<b>3,183.75</b>	<b>3,590.25</b>	<b>4,050.75</b>	<b>4,574.25</b>	<b>5,175.75</b>
	Annual*	65,252	74,367	83,032	93,634	105,644	119,296	134,984
<b>06</b>	Hourly	34.05	38.90	43.31	48.79	55.11	62.26	70.42
	Biweekly	<b>2,553.75</b>	<b>2,917.50</b>	<b>3,248.25</b>	<b>3,659.25</b>	<b>4,133.25</b>	<b>4,669.50</b>	<b>5,281.50</b>
	Annual*	66,602	76,088	84,714	95,433	107,795	121,781	137,742
<b>07</b>	Hourly	34.85	39.79	44.20	49.82	56.22	63.56	71.88
	Biweekly	<b>2,613.75</b>	<b>2,984.25</b>	<b>3,315.00</b>	<b>3,736.50</b>	<b>4,216.50</b>	<b>4,767.00</b>	<b>5,391.00</b>
	Annual*	68,167	77,829	86,455	97,448	109,966	124,323	140,597
<b>08</b>	Hourly	35.62	40.62	45.03	50.79	57.36	64.87	73.39
	Biweekly	<b>2,671.50</b>	<b>3,046.50</b>	<b>3,377.25</b>	<b>3,809.25</b>	<b>4,302.00</b>	<b>4,865.25</b>	<b>5,504.25</b>
	Annual*	69,673	79,453	88,079	99,345	112,196	126,886	143,551
<b>09</b>	Hourly	36.42	41.54	45.97	51.85	58.55	66.18	74.92
	Biweekly	<b>2,731.50</b>	<b>3,115.50</b>	<b>3,447.75</b>	<b>3,888.75</b>	<b>4,391.25</b>	<b>4,963.50</b>	<b>5,619.00</b>
	Annual*	71,238	81,252	89,917	101,419	114,524	129,448	146,544
<b>10</b>	Hourly	37.21	42.48	46.89	52.89	59.76	67.59	76.54
	Biweekly	<b>2,790.75</b>	<b>3,186.00</b>	<b>3,516.75</b>	<b>3,966.75</b>	<b>4,482.00</b>	<b>5,069.25</b>	<b>5,740.50</b>
	Annual*	72,783	83,091	91,717	103,453	116,891	132,206	149,712

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION  
 PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE  
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 PAY SCALE TYPE DR

P.S. Level	P.S. Group DR08	P.S. Group DR09	P.S. Group DR10	P.S. Group DR11	P.S. Group DR12	P.S. Group DR13	P.S. Group DR14
Hourly	38.02	43.44	47.87	54.01	60.99	69.01	78.11
<b>11</b> Biweekly	<b>2,851.50</b>	<b>3,258.00</b>	<b>3,590.25</b>	<b>4,050.75</b>	<b>4,574.25</b>	<b>5,175.75</b>	<b>5,858.25</b>
Annual*	74,367	84,969	93,634	105,644	119,296	134,984	152,783
Hourly	38.90	44.38	48.79	55.11	62.26	70.42	79.78
<b>12</b> Biweekly	<b>2,917.50</b>	<b>3,328.50</b>	<b>3,659.25</b>	<b>4,133.25</b>	<b>4,669.50</b>	<b>5,281.50</b>	<b>5,983.50</b>
Annual*	76,088	86,807	95,433	107,795	121,781	137,742	156,050
Hourly	39.79	45.41	49.82	56.22	63.56	71.88	81.44
<b>13</b> Biweekly	<b>2,984.25</b>	<b>3,405.75</b>	<b>3,736.50</b>	<b>4,216.50</b>	<b>4,767.00</b>	<b>5,391.00</b>	<b>6,108.00</b>
Annual*	77,829	88,822	97,448	109,966	124,323	140,597	159,297
Hourly	40.62	46.41	50.79	57.36	64.87	73.39	83.15
<b>14</b> Biweekly	<b>3,046.50</b>	<b>3,480.75</b>	<b>3,809.25</b>	<b>4,302.00</b>	<b>4,865.25</b>	<b>5,504.25</b>	<b>6,236.25</b>
Annual*	79,453	90,778	99,345	112,196	126,886	143,551	162,641
Hourly	41.54	47.44	51.85	58.55	66.18	74.92	84.89
<b>15</b> Biweekly	<b>3,115.50</b>	<b>3,558.00</b>	<b>3,888.75</b>	<b>4,391.25</b>	<b>4,963.50</b>	<b>5,619.00</b>	<b>6,366.75</b>
Annual*	81,252	92,793	101,419	114,524	129,448	146,544	166,045
Hourly	42.48	48.47	52.89	59.76	67.59	76.54	86.68
<b>16</b> Biweekly	<b>3,186.00</b>	<b>3,635.25</b>	<b>3,966.75</b>	<b>4,482.00</b>	<b>5,069.25</b>	<b>5,740.50</b>	<b>6,501.00</b>
Annual*	83,091	94,807	103,453	116,891	132,206	149,712	169,546
Hourly	43.44	49.60	54.01	60.99	69.01	78.11	88.50
<b>17</b> Biweekly	<b>3,258.00</b>	<b>3,720.00</b>	<b>4,050.75</b>	<b>4,574.25</b>	<b>5,175.75</b>	<b>5,858.25</b>	<b>6,637.50</b>
Annual*	84,969	97,018	105,644	119,296	134,984	152,783	173,106
Hourly	44.38	50.70	55.11	62.26	70.42	79.78	90.33
<b>18</b> Biweekly	<b>3,328.50</b>	<b>3,802.50</b>	<b>4,133.25</b>	<b>4,669.50</b>	<b>5,281.50</b>	<b>5,983.50</b>	<b>6,774.75</b>
Annual*	86,807	99,169	107,795	121,781	137,742	156,050	176,685
Hourly	45.41	51.81	56.22	63.56	71.88	81.44	92.23
<b>19</b> Biweekly	<b>3,405.75</b>	<b>3,885.75</b>	<b>4,216.50</b>	<b>4,767.00</b>	<b>5,391.00</b>	<b>6,108.00</b>	<b>6,917.25</b>
Annual*	88,822	101,340	109,966	124,323	140,597	159,297	180,402
Hourly	46.41	52.96	57.36	64.87	73.39	83.15	94.20
<b>20</b> Biweekly	<b>3,480.75</b>	<b>3,972.00</b>	<b>4,302.00</b>	<b>4,865.25</b>	<b>5,504.25</b>	<b>6,236.25</b>	<b>7,065.00</b>
Annual*	90,778	103,590	112,196	126,886	143,551	162,641	184,255

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

APPENDIX D

PHYSICIAN AND RELATED OCCUPATIONS,  
FIRST-LEVEL SUPERVISORY UNIT (T5)  
COMMONWEALTH OF PENNSYLVANIA

<u>Class Code</u>	<u>Class Title</u>	<u>Pay Range</u>	<u>Minimum Step</u>
33940	Dentist Supervisor	3	1
37510	Psychiatrist Supervisor	5	12
37830	Supervisory Physician	4	9

PHYSICIAN AND RELATED OCCUPATIONS,  
FIRST-LEVEL SUPERVISORY UNIT (T5)  
PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION

<u>Class Code</u>	<u>Class Title</u>	<u>Pay Range</u>	<u>Minimum Step</u>
37830	Supervisory Physician	12	9



APPENDIX E  
MEDICAL SPECIALTY BOARDS

American Board of Family Practice  
American Osteopathic Board of General Practice (equivalent to AMA Board of Family Practice)

American Board of Internal Medicine  
American Osteopathic Board of Internal Medicine

American Board of Physical Medicine and Rehabilitation Medicine  
American Osteopathic Board of Rehabilitation Medicine

American Board of Psychiatry and Neurology  
American Osteopathic Board of Neurology and Psychiatry

American Board of Anesthesiology  
American Osteopathic Board of Anesthesiology

American Board of Dermatology  
American Osteopathic Board of Dermatology

American Board of Emergency Medicine  
American Osteopathic Board of Emergency Medicine

American Board of Internal Medicine (including subspecialties)  
American Osteopathic Board of Internal Medicine (including subspecialties)

American Board of Nuclear Medicine  
American Osteopathic Board of Nuclear Medicine

American Board of Obstetrics and Gynecology  
American Osteopathic Board of Obstetrics and Gynecology  
American Osteopathic Board of Obstetrical and Gynecological Surgery  
American Board of Orthopedic Surgery  
American Osteopathic Board of Orthopedic Surgery

American Board of Otolaryngology  
American Osteopathic Board of Ophthalmology  
American Osteopathic Board of Ophthalmology and Otorhinolaryngology  
(including subspecialties)

American Board of Pathology  
American Osteopathic Board of Pathology

\*American Board of Pediatrics  
\*American Osteopathic Board of Pediatrics

American Board of Preventive Medicine  
American Osteopathic Board of Public Health and Preventive Medicine  
American Board of Radiology  
American Osteopathic Board of Radiology

American Board of Surgery  
American Osteopathic Board of Surgery (including subspecialties)

American Board of Urology

American Board of Allergy and Immunology

American Board of Colon and Rectal Surgery

American Board of Neurological Surgery

American Board of Plastic Surgery

American Board of Thoracic Surgery

American Board of Forensic Psychiatry

\*Pediatrics defined as care of infants and children to chronological age 18

APPENDIX F  
BOARD CERTIFICATION PAYMENT ENTITLEMENT TABLES

**JULY 1, 2016 TO JUNE 30, 2019**

Months of Service	Full-Time Employment	75%-99% Employment	50%-74% Employment
12	\$6,500.00	\$4,875.00	\$3,250.00
11	\$5,958.33	\$4,468.75	\$2,979.13
10	\$5,416.67	\$4,062.50	\$2,708.30
9	\$4,875.00	\$3,656.25	\$2,437.47
8	\$4,333.33	\$3,250.00	\$2,166.64
7	\$3,791.67	\$2,843.75	\$1,895.81
6	\$3,250.00	\$2,437.50	\$1,625.00
5	\$2,708.33	\$2,031.25	\$1,354.15
4	\$2,166.67	\$1,625.00	\$1,083.32
3	\$1,625.00	\$1,218.75	\$812.50
2	\$1,083.33	\$812.50	\$541.66
1	\$541.67	\$406.25	\$270.83

Example I: An employee's total compensable hours for the entitlement year of July 1, 2016 to June 30, 2017, counting one quarter hour for each hour on call, amount to 900; the employee has been in an active pay status ten or more working days in each of ten calendar months; and the position held would normally be on a 37.5-hour schedule. The percent of a full-time schedule, computed as follows, would be 55% and the amount of the payment would be \$2,708.30.

Full-time weekly schedule x 52 weeks per year = 1950 hours  
(37.5 hours x 52 weeks)

Average hours worked per month = 90 hours  
(900 hours divided by 10 months)

Total compensable hours converted to a 12 month schedule = 1080 hours  
(90 hours x 12 months)

1080 divided by 1950 = 55.38% or 55% and the employee would be entitled to a payment based on 50-74% employment for ten months or \$2,708.30.

Example II: That same employee, in an active pay status ten or more working days in each of twelve calendar months is not eligible for a payment, based on the computations below:

Full-time weekly schedule x 52 weeks per year = 1950 hours

(37.5 hours x 52 weeks)

Average hours worked per month = 75 hours

(900 hours divided by 12 months)

Total compensable hours in entitlement years = 900 hours

900 divided by 1950 = 46.15% or 46% and thus the employee would not be entitled to a payment.

Example III: An employee's total compensable hours amount to 2040, including ten days in each of 12 months. The employee resigns June 17. The employee is not eligible for a payment because he/she was not in the Commonwealth's/Pennsylvania State System of Higher Education's employ on June 30.

APPENDIX G  
ACCREDITING BODIES FOR CONTINUING EDUCATION

- A. Medicine
  - 1. American Medical Association, Council on Medical Education (CME)
  - 2. Pennsylvania Medical Society
  - 3. Pennsylvania Psychiatric Society
  
- B. Podiatry
  - 1. Council on Podiatric Education on the American Podiatric Association
  - 2. Courses accredited by schools of Podiatric Medicines
  - 3. American Medical Association, Council on Medical Education (CME)
  
- C. Dentistry
  - 1. Pennsylvania Dental Association
  - 2. Philadelphia County Dental Society
  - 3. University of Pittsburgh, University of Pennsylvania, and Temple University
  - 4. Council on Dental Education of the American Dental Association
  - 5. American Medical Association, Council on Medical Education (CME)
  
- D. Osteopathy
  - 1. American Medical Association, Council on Medical Education (CME)
  - 2. American Osteopathic Association, Council on Medical Education (CME)
  - 3. Pennsylvania Medical Association
  
- E. Medical Research
  - 1. American Medical Association, Council on Medical Education (CME)
  - 2. Recognized national organizations in the fields of chemistry, psychology and statistics.

APPENDIX H  
EDUCATIONAL LEAVE WITH PAY

Maximum Hours of Educational Leave with Pay

<b>Months of Service</b>	<b>Full-Time Employment</b>	<b>75%-99% Employment</b>	<b>50%-74% Employment</b>
12	50.00	38.00	25.00
11	46.00	35.00	23.00
10	42.00	32.00	21.00
9	38.00	29.00	19.00
8	34.00	25.00	17.00
7	30.00	22.00	15.00
6	25.00	19.00	13.00
5	21.00	16.00	11.00
4	17.00	13.00	9.00
3	13.00	10.00	7.00
2	9.00	7.00	5.00
1	5.00	4.00	3.00

APPENDIX I  
DEPARTMENT OF CORRECTIONS  
DRUG AND ALCOHOL TESTING PROGRAM

**1. POLICY**

- a.** Employees of the Department of Corrections are required to participate in the Drug and Alcohol Testing Program, as outlined below.
- b.** The following controlled substance and alcohol testing is required:
  - 1) Reasonable Suspicion
  - 2) Return-to-duty
  - 3) Follow-up
- c.** The split sample collection method will be used for urine samples for purposes of testing for controlled substances. The breath alcohol testing method administered by a trained Breath Alcohol Technician (BAT) using an Evidential Breath Testing device (EBT), will be used for the alcohol testing.
- d. Prohibitions for controlled substances.**

**No employee shall:**

- 1) Perform work when using or being under the influence of any controlled substance, except under instruction of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform the employee's job duties.
- 2) Perform work if the employee tests positive for controlled substances.
- 3) Refuse to submit to a controlled substance test.

- e. Prohibitions for alcohol**

**No employee shall:**

- 1) Perform work while being under the influence of alcohol as defined by g. and h. below.
- 2) Perform work while possessing or using alcohol.
- 3) Refuse to submit to an alcohol test

**f. No supervisor/manager shall:**

- 1) Permit an employee who refuses to submit to controlled substance and/or alcohol tests to perform or continue to perform job functions.
- 2) Permit an employee to perform or continue to perform work if the Employer has actual knowledge that an employee has tested positive for alcohol and/or controlled substances.

**g. Consequences to employees who test 0.02% or greater but less than 0.04% for alcohol (CDL only)**

- 1) Employees will not be permitted to perform work for at least 24 hours.
- 2) Employees shall be advised of the availability of the State Employees Assistance Program.
- 3) The employee shall be subject to unannounced follow-up alcohol testing. The number and frequency will consist of at least six tests in the first 12 months following the date of the employee's return to duty.
- 4) Employees who have a verified positive test result for alcohol during the 12 months following the date of the employee's return to duty shall be referred to SEAP and treated under h. below.
- 5) Employees who have a verified positive test result for alcohol during the initial hire, 6 or 12 month probationary period shall be terminated.

**h. Consequences to employees who test positive for controlled substances or .04% or greater for alcohol or employees who test positive under the provisions of g. (4) above.**

- 1) Employees shall not be permitted to perform work and shall be evaluated by a State Employees Assistance Program substance abuse professional who shall determine what assistance the employee needs in resolving problems associated with the use of controlled substances and/or alcohol.



- 2) If the employee is determined to require treatment, the substance abuse professional will evaluate the employee's participation in the program and determine whether or not the employee has followed the prescribed rehabilitation program.
  - 3) A return to duty controlled substances and/or alcohol test will be required and the result must be a verified negative.
  - 4) The employee shall be subject to unannounced follow-up controlled substance and/or alcohol testing. The number and frequency of such follow-up testing shall be directed by the SEAP substance abuse professional and will consist of at least six tests in the first 12 months following the date of the employee's return to duty.
  - 5) Employees who have a verified positive test result for controlled substances and/or alcohol during the 12 months following the date of the employee's return to duty shall be terminated.
  - 6) Employees who have a verified positive test result for controlled substances and/or alcohol during the initial hire, 6 or 12 month probationary period shall be terminated.
- i.** All immediate supervisors of employees and all other supervisors who may be involved in making "reasonable suspicion" decisions as to whether or not an employee may be fit for duty based on observable behavior and should receive a drug and/or alcohol test are required to receive approximately 60 minutes of approved training on controlled substance use, alcohol misuse and reasonable suspicion determinations. This training will be provided by a contractor and will cover the physical, behavioral, speech and performance indicators of use of controlled substances and of probable alcohol misuse.
- j.** All employees will receive educational material which explains the requirements, policies and procedures of the drug and alcohol testing program. This information will contain prohibitions, consequences, and information on the effects and symptoms of drug and alcohol use. Employees are required to sign a certificate indicating they have received this information. If employees refuse to sign the form indicating they have received this information, they will be subject to appropriate discipline. If employees refuse to sign the forms necessary for them to be tested or refuse to be tested for controlled substances and/or alcohol, the employee will have been deemed to have tested positive and will be subject to the provisions of h. above.
- k.** All drug and alcohol testing required by this policy, except for return to duty testing, is considered to be conducted on duty time and thus employees are in compensable status for all time spent providing a urine or breath sample,

including travel time to and from the collection site.

- l.** An employee removed from duty pending the outcome of a reasonable suspicion controlled substance test may use Combined Leave, Annual Leave, Personal Leave, or Leave Without Pay. If the test result is negative, the employee will be made whole for any wages lost, or paid leave used.
- m.** If an employee is removed from duty and referred to treatment following a positive test for controlled substances and/or alcohol, he/she may use paid sick leave or sick leave without pay consistent with the provisions of the Memorandum of Understanding.

## **2. DEFINITIONS**

- a. Alcohol.** The intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or other low molecular weight alcohols, including methyl and isopropyl alcohol.
- b. Alcohol use.** The consumption of any beverage, mixture, or preparation. For employees in the CDL program this definition also includes the consumption of any medication containing alcohol.
- c. Breath Alcohol Technician (BAT).** An individual who instructs and assists individuals in the alcohol testing process and operates an Evidential Breath Testing (EBT) device.
- d. Controlled Substances.** The controlled substances covered by this policy include cocaine, marijuana, opiates, phencyclidine (PCP), amphetamines, barbiturates, Benzodiazepam and Quaaludes (Methaqualine) and are subject to change consistent with the Mandatory Guidelines for Federal Drug Testing Programs issued by the Department of Health and Human Services (DHHS).
- e. Medical Review Officer (MRO).** A licensed physician (medical doctor or doctor of osteopathy) employed by the contractor responsible for receiving laboratory results generated by an Employers drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's confirmed positive test result together with the employee's medical history and any other biomedical information.
- f. Evidential Breath Testing Device.** A device approved by the National Highway Traffic Safety Administration for the evidential testing of breath.
- g. Reasonable suspicion.** A belief that the employee has violated the controlled substance and/or alcohol prohibitions, based on specific contemporaneous, articulable observations concerning the appearance,

behavior, speech, or body odors of the employee. Other indicators of reasonable suspicion include: (A) a positive reading from drug interdiction equipment; (B) a positive reaction from a K-9 dog to an employee's property; and (C) notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.

**h. Refusal to submit to testing.** An employee who (a) refuses or fails to provide adequate urine for controlled substances testing without a valid medical explanation after the employee has received notice of the requirement for urine testing; or (b) refuses or fails to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing; (c) engages in conduct that clearly obstructs the testing process.

**i. Positive Test:**

1) Screening test cut off levels:

a)	Marijuana	50 ng/ml
b)	Cocaine	300 ng/ml
c)	Opiates	300 ng/ml
d)	Phencyclidine	25 ng/ml
e)	Amphetamines	1,000 ng/ml
f)	Barbiturates	300 ng/ml
g)	Benzodiazepine	300 ng/ml
h)	Quaaludes (Methaqualine)	300 ng/ml

2) Confirmatory test cut off levels:

a)	Marijuana	15 ng/ml
b)	Cocaine	150 ng/ml
c)	Opiates	300 ng/ml
d)	Phencyclidine	125 ng/ml
e)	Amphetamines	500 ng/ml
f)	Barbiturates	200 ng/ml
g)	Benzodiazepine	200 ng/ml
h)	Quaaludes (Methaqualine)	200 ng/ml

These cutoff levels are established consistent with the Mandatory Guidelines for Federal Drug Testing Programs and are subject to change by the Department of Health and Human Services (DHHS). When advances in technology or other considerations warrant identification of these substances in other concentrations and the Department of Health and Human Services (DHHS) changes the Mandatory Guidelines for Federal Drug Testing Programs, the Drugs and the Drug Testing thresholds enumerated above will be changed as of the same effective date. The

Department of Corrections will provide the Alliance with an updated Policy upon completion of said changes.

- j. The selected contractor must use a Department of Health and Human Services certified laboratory.**

### **3. RESPONSIBILITIES.**

- a.** Department of Corrections will establish overall policy and administer the program activities by coordinating with the Alliance to ensure all program activities are coordinated and appropriate communication occurs. Specific responsibilities include:

- 1) Developing information material to be given to all employees to explain the drug and alcohol testing requirements and applicable policies regarding drug and alcohol use and the consequences.
- 2) Coordinating with the State Civil Service Commission and the Bureau of State Employment to ensure that employment/recruitment material includes information on the drug and alcohol testing requirements, and that procedures are established to deal with employees who fail the drug and/or alcohol tests.
- 2) Ensuring that orientation information for covered employees reflects the policies, procedures, testing requirements, and consequences mandated by this program.
- 4) Ensuring that all appropriate agency management are aware of drug and alcohol policy and program requirements, and that all aspects of the program policies and procedures are coordinated and implemented within the agency.
- 5) Ensuring that appropriate agency procedures have been established to ensure that drug and alcohol testing occurs as required for:
  - a) Reasonable Suspicion
  - b) Return-to-duty
  - c) Follow-up
- 6) In conjunction with the Office of Administration ensure that SEAP and the contractor share appropriate information and follow established policies and procedures.

- b.** Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that the drug and alcohol testing program is implemented, coordinated, and maintained in their respective institutions by:
  - 1) Ensuring that all appropriate supervisors receive the MANDATORY training.
  - 2) Ensuring that appropriate records are maintained only by identified personnel and that strict confidentiality procedures are followed for the testing results.
  - 3) Ensuring that appropriate agency procedures are established for dealing with employees who test positive for drugs and/or alcohol.
- c.** Agency Human Resource Officer is to assist Institution/Boot Camp/Corrections Community Center Coordinators in ensuring that all personnel program activities affected by the program requirements have been modified to meet these requirements which impact upon the recruitment, hiring, orientation, testing, training, transactions, discipline, labor relations and record keeping activities of the agency.
- d.** Selected Contractors are responsible for administering the drug and alcohol testing requirements, supervisory training, record keeping and reporting processes consistent with the signed contract and this policy.
- e.** The Department of Corrections is responsible for developing and/or obtaining educational/procedural materials relating to this program and disseminating such materials to all affected employees.
- f.** State Employees Assistance Program will coordinate the evaluation and referral of employees who have tested positive for controlled substances and/or alcohol with a substance abuse professional. SEAP will coordinate all aspects of evaluation, treatment and follow up and communicate appropriately with the employee, agency and contractor.

#### **4. PROCEDURES**

- a.** Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that all supervisors who may be involved in a "reasonable suspicion" determination are identified and trained in accordance with these procedures.
- b.** Reasonable Suspicion Testing for Observable Behavior.
  - 1) An agency supervisor/manager, who has been trained in accordance with the regulations, must require an employee to submit to a controlled substance and/or alcohol test when the supervisor has

reasonable suspicion to believe the employee has violated the controlled substance and/or alcohol prohibitions. Upon determining that reasonable suspicion due to observable behavior exists, the agency supervisor/manager should have another supervisor/manager who has been trained in accordance with the regulations, witness the observations.

- 2) The required observations for controlled substances and alcohol reasonable suspicion testing must be made by a supervisor or manager who is trained in accordance with the following requirements:
  - a) Supervisors/Managers designated to determine whether reasonable suspicion exists to require an employee to undergo controlled substance and/or alcohol testing must receive the Department of Corrections approved training on controlled substances, alcohol misuse and reasonable suspicion determinations.
  - b) The training provided by the contractor must cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.
- 3) A written record must be made of the observations leading to a controlled substances and/or alcohol test, and must be signed by the supervisor/manager who made the observations. A separate independently written statement must be signed by the supervisor/manager who witnesses the observations. These reports must be made within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.
- 4) Department of Corrections must transport the employee to and from the testing site. The employee must be removed from duty until verified test results are received. If the test results are negative, the employee will be returned to work with back pay or the return of paid leave taken.
- 5) The employee is to be given a form which the employee must present to the testing facility prior to testing. This form will contain employee identification and notification information as well as the name of the agency contact person.
- 6) The employee must provide the testing site with positive identification in the form of a photo I.D.

- c.** Reasonable Suspicion for a positive reaction to drug interdiction equipment or a positive reaction by a K-9 dog to an employee's property or notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.
- 1) If an employee has a positive reaction to drug interdiction equipment in accordance with the Department of Corrections Drug Interdiction Equipment Program, Policy Number 6.3.16, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.
  - 2) If a positive reaction to an employee's property by a K-9 detects the presence of contraband in accordance with the Department of Corrections, K-9 Program, Policy Number 6.3.14, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.
  - 3) If the Department is notified that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.
- d.** Return-to-duty testing.
- 1) If SEAP has determined that the employee requires treatment, SEAP must certify to the agency that an employee identified as needing assistance in resolving problems associated with controlled substance use and/or alcohol misuse was evaluated by a substance abuse professional, the employee followed the rehabilitation program prescribed, and the employee has undergone a return-to-duty controlled substance test with a verified negative result.
  - 2) Before an employee can be returned to duty, the employee must undergo both alcohol and a controlled substance returned to duty test with negative results.

**e.** Follow-up testing.

The employee shall be subject to a minimum of six unannounced follow-up controlled substance and/or alcohol tests as directed by the substance abuse professional during the 12 month period following the employees' return-to-duty.

**f.** Positive controlled substance test results.

- 1) Upon confirmation of a positive test result, the employee may request a secondary split sample be sent to a different certified laboratory to be analyzed.
- 2) If an employee has a verified positive test for controlled substances, the Medical Review Officer will inform the employee and the agency contact person, in writing. Prior to verifying a positive result, the MRO will make every reasonable effort to contact the employee confidentially and afford the employee the opportunity to discuss the test result. If after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO shall contact a designated management official who shall direct the employee to contact the MRO as soon as possible (within 24 hours).
- 3) As soon as the agency is notified of a verified positive test result, the agency contact person must ensure that the employee is removed immediately from the performance of work.

**g.** Maintenance of Records.

- 1) The Contractor will be responsible for maintaining all records resulting from the administration of drug and alcohol tests under this program. These records will be maintained as outlined in the contract with DOC and will be consistent with the federal requirements.
- 2) The MRO will notify the employee, in writing, of both positive and negative drug and/or alcohol test results, and the specific controlled substances for which the test was verified positive.
- 3) With the employee's written consent, the Contractor will provide any of the testing information to another Employer.
- 4) The Department of Corrections is to establish internal confidential procedures to ensure that testing notifications, test results, and any other data pertaining to the drug and alcohol testing of employee are maintained in a locked file and are released only to authorized



personnel as determined by the agency Coordinator.

**h.** Training.

- 1) The Contractor will provide drug and alcohol training to supervisors.
- 2) The Contractor or Agency Human Resource Office will notify Institution/Boot Camp contact persons where and when training will be conducted. This training is mandatory and it is the institution's responsibility to ensure that employees and supervisors receive this training. If an employee/supervisor is unable to participate in the scheduled training, the Institution/Boot Camp Coordinator should be notified and the Coordinator should make alternate arrangements through the employee to receive the training as soon as possible.
- 3) No supervisor should be involved in a reasonable suspicion determination unless the supervisor has received the required training.
- 4) Once the initial training is provided, new supervisors/managers of employees are to be provided the required training from the Contractor or Agency Human Resource Office within 60 days of becoming a supervisor/manager of these employees. Agency Coordinators shall contact the Contractor within 10 days of the employee becoming a supervisor and provide the names and locations of the supervisors/managers in need of training.
- 5) New employees will be provided educational material during their orientation regarding the policies and requirements of the drug and alcohol testing program. Prior to any testing, the employee will be provided with additional information. The employee will be required to sign receipt of any information and forms that are provided.

Employees in this supervisory unit who are randomly tested for controlled substances and/or alcohol under the CDL policy and who test positive will be treated under the provisions of this policy.

Employees in this supervisory unit who are tested for controlled substances and/or alcohol due to the employee's assignment to the Drug Interdiction Team and who test positive will be treated under the provisions of this policy.

APPENDIX J  
RULES OF THE ACCELERATED GRIEVANCE PROCEDURE

RULE 1 - THE JOINT PENNSYLVANIA STATE COMMITTEE

Paragraph 1. Function

It shall be the sole purpose of the Joint Pennsylvania State Committees to hear unresolved grievances from Step 1. The Joint State Committees shall have the authority to render final and binding decisions on all grievances properly brought before them. The Commonwealth of Pennsylvania and the Pennsylvania State System of Higher Education shall operate separate Joint Pennsylvania State Committees.

Paragraph 2. Composition

All Joint Pennsylvania State Committees shall be made up of an equal number of representatives selected by the respective parties, with half being designated by the Alliance and half designated by the Commonwealth/Pennsylvania State System of Higher Education, from persons not directly involved in the case. Each Committee Panel will consist of a total of six members. In addition, each party shall designate one of its Committee representatives as a Co-Chairperson for the purpose of ensuring the orderly execution of the established procedures.

RULE 2 - MEETING DOCKETS

A docket indicating the cases scheduled to be heard at each Joint State Committee meeting will be furnished by the Office of Administration, Bureau of Labor Relations or the Office of the Chancellor, Labor Relations Unit at least 10 days prior to the date of each meeting. Copies are to be provided to the Pennsylvania Doctors Alliance and the affected Employers, where applicable.

Once the docket has been prepared and distributed to all interested parties, no additional cases can be added to the docket for that meeting, unless agreed upon by the parties. If the Co-Chairperson for the Alliance and the Co-Chairperson for the Employer mutually agree that a case may be heard by the Joint State Committee on short notice, then such case will be placed on a supplemental docket prior to the Joint State Committee meeting.

A discharged employee or employees in cases of conflicting seniority claims shall be notified within a reasonable time prior to the hearing by the party filing the grievance of the time and place of the grievance meeting, and of the employee's rights, including the right to be present at such hearing. In the event the Alliance or Commonwealth/Pennsylvania State System of Higher Education does not give notice to the employee, the Committee nevertheless may, in its discretion, hear and decide the case.

## RULE 3 - PROCEDURES ON GRIEVANCES

### Paragraph 1. Filing of Grievances

The grievance shall be reduced to writing by the Alliance on a form approved by the respective Joint State Committees. Copies of the same shall be submitted to the Office of Administration, Bureau of Labor Relations for Commonwealth grievances or the Office of the Chancellor, Labor Relations Unit for Pennsylvania State System grievances, the Pennsylvania Doctors Alliance, and the affected Employer (Division of Labor Relations), where applicable.

### Paragraph 2. Selection of Panel

The Alliance and the Commonwealth/Pennsylvania State System of Higher Education will select their respective Co-Chairpersons. The position of Acting Chairperson for each Joint State Committee meeting will be alternately filled by each side. Each Co-Chairperson shall select his/her panel members to hear each case on the docket. Any Joint State Committee panel hearing a case shall consist of three representatives designated by each party, and at all times shall consist of an equal number of Employer and Alliance representatives.

In the event any case on the docket affects the work location of any member of the panel, then such panel member shall be removed from the panel for that case and the appropriate Co-Chairperson shall designate another member of his/her group to the Committee to hear that particular case.

No representative of either side who participated in the prior hearing of the case at Step 1 shall be permitted to act as a member of the panel hearing the case at Step 2.

### Paragraph 3. Settlements

If a case, after being placed on the Joint State Committee's docket for a particular meeting, is settled by the parties involved, each party shall inform the Co-Chairpersons of the Joint State Committee of the settlement before the meeting when such case is scheduled to be heard.

### Paragraph 4. Postponement of Cases

Postponement of cases on the agenda of a Joint State Committee will be permitted only once for each party. Notice of a postponement shall be given to the other party by the fastest possible method of communication upon knowledge of the need to postpone. No subsequent postponements by that party will be permitted by the Joint State Committee.

### Paragraph 5. Default

In the event either party in a dispute fails to appear before the Joint State Committee or a panel thereof without an authorized postponement, the Joint State Committee shall render a default decision in favor of the appearing party. If either party in a case which is scheduled to be heard at a particular meeting fails to appear at the time the case is called, that case will be placed at the

end of the docket and will be called again after all of the cases preceding it have been heard. At that time when the case is called for the second time, if the party again fails to appear, the Committee shall render a default decision in favor of the appearing party. However, in any such case, the Co-Chairperson of the group whose representative fails to appear may appoint a member of the Committee, or an alternate, to present the case. Only with the express consent of both Co-Chairpersons shall the State Committee be required to meet on the day following the day of a scheduled meeting because of the failure of a party to appear on the date for which the hearing was scheduled.

#### RULE 4 - OPERATION OF JOINT PENNSYLVANIA STATE COMMITTEE

##### Paragraph 1. Rules

The operation of the Joint State Committees shall be in accordance with these Rules of Procedure and such other rules as may from time to time be adopted by the Joint State Committees. Such other rules shall be established by a majority vote of the respective Joint State Committee provided, however, that both the Alliance and the Employer members of the Committee have equal voting power. Whenever an addition or amendment to these Rules of Procedure or other rules is duly adopted or proposed, it shall be presented in writing to the Joint State Committee at a regularly scheduled meeting of the Committee and voted upon at the following meeting.

##### Paragraph 2. Order of Cases

Docketed discharge cases will be heard during the time period scheduled for the Joint State Committee for which it has been docketed. All other cases will be heard by the Joint State Committee in the order in which the Chairpersons mutually agree.

##### Paragraph 3. Hearings

In the hearing of a case, either party may present any evidence bearing on the facts of the particular case and may present testimony of witnesses either in person or by written witness statements. However, these statements must contain the following statement:

"The following statement is being given by me freely and without coercion for official Commonwealth or Pennsylvania State System of Higher Education business and will be considered for all purposes, including actions under the statutes of this Commonwealth, just as though it had been sworn or affirmed before a court of law or formal arbitration panel."

All evidence to be presented must be made known to the other party within a reasonable time prior to the hearing and no later than 48 hours prior to the scheduled meeting of the Joint State Committee. The following are the only permissible exceptions: bargaining history, precedent-setting arbitration awards, precedent-setting settlements, court decisions, and labor board decisions. Failure to comply with this rule by either party shall constitute grounds for the Committee to refuse to consider the evidence in question if an objection to its introduction is raised. During the hearing, only panel members, alternate members of the Joint State

Committee, the parties presenting the case, and those directly involved in the specific case being heard, shall be allowed to sit in the immediate area where the hearing is being conducted. Other members of the Joint State Committee, except for the designated panel hearing the case, shall not participate in the presentation, the discussion, or the questioning.

In discharge, involuntary demotion, suspension, and reprimand cases, the Employer must present its evidence first; in all other cases, the Alliance will present its evidence first. Each party shall declare, prior to the presentation of its case, whether there will be a co-presenter on the respective case. The number of co-presenters shall be limited to two individuals, and a co-presenter shall only supplement the presentation of the case. Both sides will have an opportunity to summarize and rebut; however, when co-presenters are used, only one of the co-presenters may respond during the summation and rebuttal portion of the presentation. After each party has presented its case and its official rebuttal testimony, the panel members will be free to ask questions of the parties. After such questioning, the panel of the Joint State Committee will retire to executive session and will vote, and thereby render its decision. The voting will be conducted by secret ballot if requested by any member of the committee; otherwise, voting by a show of hands will be deemed to be sufficient. When the panel goes into executive session in order to decide the case, all others must retire from the room. After a decision has been reached by a majority vote of the panel, the decision shall be reduced to writing and provided to the parties in a manner agreed upon by the respective Joint State Committee.

#### Paragraph 4. Recess

A recess may be requested by either party during the hearing of a case. However, if such a request is granted by the Acting Chairperson, it shall not exceed one hour. The Acting Chairperson may also call for recess at any time, but such recess shall not exceed one hour in duration.

#### Paragraph 5. Minutes

The Employer Co-Chair shall prepare written minutes of each committee meeting, briefly outlining the facts and the decision reached by the Committee in each case heard. Copies of all such minutes and decisions shall be provided to the Alliance. The Office of Administration, Bureau of Labor Relations will provide copies of these documents to all Commonwealth agencies (Divisions of Labor Relations) participating in the AGP for the Commonwealth Joint Pennsylvania State Committee only. Minutes for the Joint State Committee will be approved at the next meeting of the Committee and will form the official record of the Committee action.

#### Paragraph 6. Time and Place

The Joint Pennsylvania State Committees shall meet on a quarterly basis, unless otherwise mutually agreed.