

MEMORANDUM
OF
UNDERSTANDING

Setting forth recommendations resulting from Meet and
Discuss sessions between the Commonwealth and the
Pennsylvania Social Services Union, affiliated with Service
Employees International Union, AFL-CIO.

Effective July 1, 2007 to June 30, 2011

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GENERAL

The Commonwealth of Pennsylvania, hereinafter referred to as the Employer, through its representatives, has engaged in dialogue with the Pennsylvania Social Services Union, affiliated with Service Employees International Union, AFL-CIO, hereinafter referred to as the Union, in its capacity as a representative of a group of first-level supervisors, more specifically referred to infra, as provided for under "meet and discuss" requirements of the Pennsylvania Public Employee Relations Act of 1970 (Act 195). As a result of this dialogue, the representatives of the Commonwealth agree to recommend for Commonwealth action and/or approval the following position statement:

WHEREAS, The Pennsylvania Labor Relations Board determined in Case No. PERA-R-2353-C that certain employees were to be included in a unit of first-level supervisors; and

WHEREAS, The Pennsylvania Social Services Union, affiliated with Service Employees International Union, AFL-CIO, is certified by the Pennsylvania Labor Relations Board as the employee organization elected to represent the employees in this unit; and

WHEREAS, The Employer, through its representatives, and the Union, as a representative, have met and discussed in good faith on a number of matters deemed to be bargainable for other public employees covered by the Public Employee Relations Act; and

WHEREAS, The Employer's representatives, as a result of these discussions, make the following recommendations:

RECOMMENDATION NO. 1

RECOGNITION

The Union be recognized as the exclusive representative for "meet and discuss" purposes for employees within the classifications established by a certification of the Pennsylvania Labor Relations Board, dated January 5, 1973, more specifically referred to as PERA-R-2353-C, as amended, and that the herein recommendations refer only to those employees falling within these classifications.

RECOMMENDATION NO. 2

UNION SECURITY

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

- a. The employee shall send a certified letter (Return Receipt Requested) of resignation to the headquarters of the Union and a copy of the letter to the employee's agency. The official membership card, if available, shall accompany the letter of resignation.
- b. The letter referred to in a. above shall be post marked during the fifteen (15) day period prior to the expiration date of this Memorandum, and shall state that the employee is resigning membership in the Union and where applicable, is revoking check-off authorization.

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

3) The Employer shall furnish each new employee with a copy of this Memorandum together with an authorization card for dues payroll deduction and a packet of informational material; provided, however, the Union has furnished the Employer with sufficient copies of the Memorandum containing the authorization for dues deduction as well as sufficient copies of the informational material. The Employer shall have the right to inspect the informational material and shall also retain the right to refuse to distribute the informational material if, in the Employer's opinion, the informational material contains derogatory statements or statements detrimental to the labor-management relationship. Additionally, if the Employer determines that the distribution of the informational material becomes an administrative burden, the Employer shall have the right to withdraw its participation.

Upon written request of the Union, on a monthly basis, the Employer shall provide a statewide list of all employees who have been hired, including their work locations and most recent date of hire.

4) At correctional institutions and hospitals, the Employer will make available to the Union representatives a list of all new hires within the supervisory unit. Such lists shall be provided on a monthly basis or at intervals determined by discussion between the Union and institutional representatives.

RECOMMENDATION NO. 3

DUES DEDUCTION

1) The Employer agrees to deduct the Union membership dues, an annual assessment, and an initiation fee, from the pay of those employees who individually request in writing that such deductions be made. The signature of the employee on a properly completed Union dues deduction authorization card shall constitute the only necessary authorization to begin payroll deductions of said dues. The Union shall certify to the Employer the rate at which union dues are to be deducted, and dues at this rate shall be deducted from all compensation paid. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. Except as otherwise provided in Recommendation No. 2 of this Memorandum the authorization shall be irrevocable during the term of this Memorandum. When revoked by the employee in accordance with Recommendation No. 2, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Memorandum.

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

3) The Employer further agrees to deduct a fair share fee from all compensation paid to all employees covered by this Memorandum who are not members of the Union. Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month after such deductions are made.

4) Where an employee has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, the Employer shall, in the manner outlined in Paragraphs 1 and 3 above, deduct the Union membership dues and fair share fees that are due and owing for the period for which the employee receives back pay. Dues deductions and fair share fees will be resumed for employees upon their return from a leave of absence without pay, recall from furlough or placement into a permanent, temporary, emergency or provisional position.

5) The dues deduction and fair share provisions of this Recommendation shall continue to pertain and be complied with by the Employer with regard to those employees who are promoted from or demoted into the rank and file unit represented by the Union.

6) The Employer shall continue to provide through electronic data transfer, at no cost to the Union, the personnel and the payroll data which are currently provided.

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

RECOMMENDATION NO. 4

PAYROLL DEDUCTIONS

1) In the event the Union establishes a Health and Welfare Fund providing benefits to all employees covered by this Memorandum, the Employer agrees to "meet and discuss" as provided in Act 195 to consider employee payroll deductions for said Health and Welfare Fund.

2) The Employer agrees to deduct from the paycheck of employees covered by this Memorandum voluntary contributions to the Union'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.

The Employer shall transmit the monies deducted in accordance with this Paragraph to the Union's Political Action Committee, in accordance with the written direction of the Union.

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

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

RECOMMENDATION NO. 5

CREDIT UNION

1) The Employer agrees to make payroll deductions available to employees who wish to participate in the State Employees Credit Union, as designated by the Union, and any one of the credit unions duly chartered under State or Federal Statutes and approved by the Employer.

2) The Employer shall remit the deductions of employees together with an itemized statement to the applicable credit union designated under Paragraph 1 above within 30 days following the end of the calendar month in which deductions were made.

3) a. The Employer shall establish rules, procedures and forms which it deems necessary to extend payroll deductions for credit union purposes.

b. Payroll deduction authorization forms for credit union purposes must be executed by and between the employee and an official of the credit union.

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

5) The Employer agrees to meet and discuss, at the request of the Union, concerning recommendations regarding the transfer of money to the State Employees Credit Union as well as the beginning and ending of credit union contributions.

RECOMMENDATION NO. 6

HOURS OF WORK

1) The work week shall consist of five consecutive work days in a pre-established work schedule except for employees in seven-day operations.

2) The work day shall consist of any 24 hours in a pre-established work schedule beginning with the scheduled reporting time for the employee's shift.

3) The work shift shall consist of 7-1/2 or 8 work hours within a work day.

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

5) a. Work schedules showing the employees' shifts, work days, and hours shall be posted on applicable departmental bulletin boards at the work site. Except for emergencies, changes will be posted two weeks in advance.

b. Where changes are to be made by the Employer for other than emergency reasons, or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules.

c. An employee whose regular work schedule is Monday through Friday throughout the year shall not have his/her work schedule changed to other than a Monday through Friday schedule except for a legitimate operational reason which is not arbitrary or capricious.

The Department of Public Welfare, Office of Income Maintenance, the Department of

Labor and Industry and the Department of Corrections, in order to meet new regular, reoccurring service delivery requirements, may establish six and/or seven day operations. To meet these

operational requirements on a non-overtime basis, work schedules other than Monday through Friday may be established after a meet and discuss with the Statewide Union.

6) a. Employees engaged in seven-day operations are defined as those employees working in any activity for which there is regularly scheduled employment for seven days a week. Except for Youth Development Centers and Youth Forestry Camps, the work week for seven-day operations shall consist of any five (5) consecutive days within a seven calendar day period except where employees have historically been regularly scheduled for seven days a week. In such cases of regularly scheduled employment for seven days per week, the work week shall consist of any five days within a consecutive seven calendar day period.

b. For employees of Youth Development Centers and Youth Forestry Camps in the Department of Public Welfare, the work schedule shall consist of any ten (10) days within a consecutive fourteen (14) calendar day period.

c. Employees engaged in seven day operations will not be scheduled for more than two (2) consecutive weekends except in cases where the Employer and the Union agree.

7) In the event of a change in shift from a pre-established work schedule, employees must be off regularly scheduled work for a minimum of three shifts or their equivalent unless a scheduled day or days off intervene between such shift change.

8) a. Local union and management representatives at all locations may agree to work schedules that may be at variance with the specific provisions of this Memorandum provided such work schedules are approved, in writing, by the Local Union representative, the appropriate PSSU representative, the appropriate facility/location head, the agency, and the Office of Administration. Within 75 working days after receipt by the Agency for approval, the Agency shall return the work schedules to the local level parties for additional work/clarification or to the Office of Administration for their review and/or approval. Failure to do so will permit the proper PSSU official to submit the work schedules to the Office of Administration for review and/or approval. Such local agreement may include but need not be limited to alternative work schedules, schedules providing for every other weekend off, four day work weeks, flex-time, 10 consecutive work days, weekend and evening work, and the use of seniority for bidding on work days and hours, subject to management's responsibility to maintain efficient operations. Both parties will work diligently to reach an agreement at the local level. Prior to the establishment of any schedule under this Paragraph, the Union shall be required to prove a reasonable expectation that the schedule will improve the Employer's operational efficiency and/or service to its clients, and the quality of work life of employees.

b. It is understood that recommendations submitted in accordance with Subparagraph a. above shall not be unreasonably denied provided that none of the conditions of Subparagraph e. below have been violated.

c. Those cases where either party believes that the recommendations were unreasonably denied, as provided in Subparagraph b. above, may be submitted to a three person committee of representatives from PSSU, the affected agency and the Office of Administration.

d. Nothing herein will impair or limit the Employer's rights to schedule employees as set forth in this Memorandum.

e. No schedule may:

- (1) increase costs of operation
- (2) increase current complement
- (3) affect the Employer's ability to meet criteria for accreditation and/or certification
- (4) adversely impact the efficiency of affected operations, nor standards of service
- (5) contain an unreasonable number of work schedules

The Employer may cancel an alternate work schedule, schedule providing for every other weekend off or flextime schedule upon a minimum of 15 days notice to the Union, when the Employer reasonably determines that the purpose or conditions set forth above are not being met or that the criteria used to initiate the alternate work schedule, schedule providing for every other weekend off or flextime schedule have materially changed.

f. Representatives from the Office of Administration and PSSU shall meet and discuss in an attempt to draft standardized language and/or schedules that can be utilized to develop these scheduling arrangements.

g. All discussions conducted pursuant to this Paragraph shall be in accordance with the meet and discuss provisions of the Memorandum.

RECOMMENDATION NO. 7

REST PERIODS

1) An employee shall be permitted a fifteen-minute paid rest period (uninterrupted) during each one-half work shift provided the employee works a minimum of three hours in that one-half work shift. The rest period shall be scheduled and taken whenever possible at the middle of such one-half shift. The Employer, however, shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance.

2) Employees who work, without interruption, beyond their regular shifts for at least one hour shall receive a fifteen minute rest period and shall thereafter receive a fifteen minute rest period for each additional two hours of such work unless at the end of such two-hour period his/her work is completed. If the employee takes a meal period at the expiration of his/her normal work day, then he/she shall thereafter be given a fifteen minute rest period for each additional two hours of such work unless at the end of such two-hour period his/her work is completed.

3) The scheduling of rest periods immediately before or after meal periods is permissible where the Employer agrees.

RECOMMENDATION NO. 8

MEAL PERIODS

1) All employees shall be granted a duty free meal period, during the third to fifth hours, inclusive, of their work day unless emergencies require a variance. This shall not restrict the Employer's right to require an employee to remain on duty through his/her meal period or to recall an employee during any part of his/her meal period and compensate the employee as provided for in Paragraph 6 of Recommendation No. 21. Required hours of work during a work day shall be exclusive of this period.

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

3) With the prior written approval of the first-level of management at the work site, employees may be allowed to utilize one-half of the time provided for the meal period to effect either a later reporting time at the beginning of the shift or an earlier dismissal time at the end of the shift. Such requests shall be considered on an individual by individual basis. However, it is understood and agreed that the approval of such request is at the sole discretion of the Employer.

RECOMMENDATION NO. 9

EATING AND SANITARY FACILITIES

1) The Employer shall provide adequate eating and sanitary facilities at all permanent state-owned or leased locations, which shall be properly heated and ventilated.

2) Vending machines for beverages shall be provided at institutional sites where meal facilities are not available at all times. The Union may meet with authorized personnel of the various institutions to discuss the possible increase in items that may be furnished through vending machines. Additional vending machines may be installed in existing or new locations when feasible, providing that existing vendor contracts permit the installation of additional vending machines and that arrangements can be made to do so at no cost to the Employer.

3) The Employer agrees to meet and discuss at the request of the Union regarding the standards for eating and sanitary facilities to be included in the specifications for state-owned or leased buildings.

RECOMMENDATION NO. 10

HOLIDAYS

1) The following days shall be recognized as holidays:

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

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

2) 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 scheduled to work on that day and if the employee was in an active pay status on the afternoon of the scheduled work day immediately prior and the morning of the scheduled work day immediately

subsequent thereto. If a holiday occurs while employees are on leave without pay under Recommendation No. 17, Paragraph 3, they shall be paid for the holiday provided the

employees were in an active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay.

If a holiday is observed while a permanent full-time employee is on paid leave status, the employee will receive holiday pay and the day will not be charged against other paid leave credits. The provisions of this Paragraph shall also apply to special holidays declared by the Employer in accordance with Paragraph 5 of this Recommendation.

Full-time permanent employees working other than a regular Monday through Friday work week shall be guaranteed the same number of days off with pay equal to the number of paid holidays received by the employees on the regular Monday through Friday schedule, subject to the same entitlement requirement.

3) If a permanent full-time employee works on any of the holidays set forth in Paragraph 1 of this Recommendation, except the day after Thanksgiving, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours worked on said holiday. In addition, the employee shall receive paid time off for all hours worked on a holiday but not to exceed the hours in the employee's regular work shift.

Employees will be permitted to use paid time off earned for working scheduled holidays within 60 days succeeding the designated holiday. If such scheduling is not possible, the scheduling period shall be extended 60 days, regardless of the calendar year. The employees may select the date on which they shall utilize their paid time off provided they have given the Employer three weeks notice and the Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. If the employee is not granted such paid time off in accordance with the above provisions, the employee shall be compensated at his/her regular rate of pay in lieu of such paid time off. Available paid time off may be used by the employee for an emergency.

4) If a permanent full-time employee works on the day after Thanksgiving, the employee shall be compensated at the employee's regular hourly rate of pay for all hours worked on said holiday. In addition, the employee shall receive paid time off for all hours worked on the day after Thanksgiving but not to exceed the hours in the employee's regular work shift.

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

6) When an employee's work shift overlaps the calendar day, the first shift of the employee in which 50% or more of the time occurs on the applicable holiday shall be considered in

the holiday period and the holiday period shall end 24 hours after the commencement of that shift.

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

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

8) In no event shall an employee be entitled to duplicate holiday payment. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Paragraph 1 of Recommendation No. 21 of this Memorandum.

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

10) When it is necessary to schedule employees in this unit to work on a holiday listed in Paragraph 1 of this Recommendation, the Employer shall first seek to obtain volunteers from among employees in the same job classification at the work site beginning with the most senior employee. In the event that sufficient volunteers are not available, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees in the same job classification at the work site who have not worked a holiday on an involuntary basis. Volunteers may be passed over in order to insure that all employees have an equal opportunity to work holidays.

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

In the event that any participant (in the leave payout plan) also participates in the State System of Higher Education Alternative Retirement Plan (the "ARP"), 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 ARP on behalf of the participant.

RECOMMENDATION NO. 11

PERSONAL LEAVE DAYS

- 1) All permanent full-time employees will be eligible for paid personal leave days as follows:
 - a. One paid personal leave day will be earned in the employee's first calendar year of employment provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in the calendar year.
 - b. One paid personal leave day per one-half calendar year will be earned in the employee's second calendar year of employment, provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-half calendar year.
 - c. One paid personal leave day per calendar quarter will be earned in the employee's third and subsequent years of employment, provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-quarter calendar year.
 - d. Leave service credit earned during all periods of Commonwealth employment will be used to determine whether, for purposes of this Paragraph, an employee is in the first calendar year of employment, the second calendar year of employment, or the third and subsequent years of employment.
- 2) Personal leave shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. Management shall not unreasonably deny such requests based on arbitrarily established numerical formulas. 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 Supervisory Unit seniority with the Employer shall be given a choice of personal leave in the event of any conflict in selection. Where reasonable opportunities are available for selection of personal leave on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.
- 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.

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 (7) 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 (7) pay periods of the next calendar year will be lost.

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

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

7) Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, 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 the leave payout plan) also participates in the State System of Higher Education Alternative Retirement Plan (the "ARP"), 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 ARP on behalf of the participant.

8) 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 work day, 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.

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

RECOMMENDATION NO. 12

SICK LEAVE AND BEREAVEMENT LEAVE

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

Maximum Sick Leave Entitlement Per Year:

Sick Leave will be	37.5 Hour Workweek: 97.5 Hours (13 days)
earned at the rate of	40 Hour Workweek: 104 Hours (13 days)
5% of all Regular	
Hours Paid	

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

2) Employees may accumulate sick leave up to a maximum of 300 days.

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

b. In those cases where a pattern of sick leave abuse is suspected, the Employer will advise the employee of the suspected abuse and discuss the matter with the employee. The total circumstances of an employee's use of sick leave rather than a numerical formula shall be the basis upon which the Employer's final determination is made that the employee is abusing sick leave.

c. Upon return from sick leave, employees are not required to state the nature of their illness on Form OA-330 or doctor's statement except as required by Recommendation No. 17, Paragraphs 5 and 6 and in those cases where sick leave abuse is suspected or where there is a suspicion of a contagious disease.

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

4) Where sickness in the immediate family requires the employee's absence from work, employees may use not more than five days of such sick leave entitlement in each calendar year for that purpose. Immediate family, for the purposes of this Paragraph, 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 in accordance with Paragraph 3 above.

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

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

Leave Service Credit

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

Sick Family Allowance

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

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

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

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

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

6) 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 the leave privilege. Permanent employees with less than one year of service since their last date of hire may not anticipate sick leave.

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

8) 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% over 300	13

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

(1) Superannuation retirement with at least five years of credited service in the State and/or Public School Retirement Systems,

- (2) Disability retirement which requires at least five years of credited service in the State and/or Public School Retirement Systems,
- (3) Other retirement with at least 25 years of credited service in the State and/or Public School Retirement Systems,
- (4) After seven 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. Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

In the event that any participant (in the leave payout plan) also participates in the State System of Higher Education Alternative Retirement Plan (the "ARP"), 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 ARP on behalf of the participant.

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

10) 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.

11) Employees on leave without pay for the purposes provided for in Recommendation No. 17, Paragraphs 2 and 3 shall have that time included in regular hours paid for the purpose of

earning sick leave entitlement in accordance with Paragraph 1 above, provided, however, such leave without pay does not exceed six (6) weeks per employee per year.

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

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

RECOMMENDATION NO. 13

VACATIONS

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

Leave Service Credit (Includes all periods of Commonwealth Service)	Maximum Annual Leave Entitlement Per Year
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Up to 3 Years:

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

37.5 Hour Workweek: 52.5 Hours (7 days)
40 Hour Workweek: 56 Hours (7 days)

Over 3 Years to 15 Years Inclusive:

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

37.5 Hour Workweek: 112.5 Hours (15 days)
40 Hour Workweek: 120 Hours (15 days)

Over 15 Years to 25 Years Inclusive:

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

37.5 Hour Workweek: 150 Hours (20 days)

40 Hour Workweek: 160 Hours (20 days)

Over 25 Years:

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

37.5 Hour Workweek: 195 Hours (26 days)

40 Hour Workweek: 208 Hours (26 days)

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

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

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

3) Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. Management shall not unreasonably deny such requests based on arbitrarily established numerical formulas. 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 Supervisory Unit seniority 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.

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

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

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

Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave

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

In the event that any participant (in the leave payout plan) also participates in the State System of Higher Education Alternative Retirement Plan (the "ARP"), 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 ARP on behalf of the participant.

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

8) 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. However, employees will be permitted to carry over annual leave in excess of the forty-five day limit into the first seven (7) pay periods of the next calendar year. Any days carried over in accordance with this Paragraph which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be converted to sick leave, subject to the 300 day limitation contained in Recommendation No. 12, Paragraph 2. Scheduling of those days carried over shall be in accordance with Paragraph 3 above.

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

10) 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.

11) Employees on leave without pay for the purposes provided for in Recommendation No. 17, Paragraphs 2 and 3 shall have that time included in regular hours paid for the purpose of earning vacation leave entitlement in accordance with Paragraph 1 above; provided, however, such leave without pay does not exceed six (6) weeks per employee per year.

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

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

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

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

RECOMMENDATION NO. 14

LEAVES OF ABSENCE

1) All time that an employee is absent from work shall be appropriately charged. This shall not affect the current practice of allowing employees to schedule medical appointments during work hours, provided such absences are charged to an appropriate leave.

2) Where a state civil service examination is not readily available during an employee's non-working time, a permanent full time employee shall be granted administrative leave with pay to take such examination which is scheduled during his/her regular work hours at the nearest location subject to management's responsibility to maintain efficient operations. Employees shall only be entitled to leave for this purpose on two occasions during the calendar year. Such leave shall not exceed the employee's normal work shift or the time necessary to travel to and from the examination and to take the examination, whichever is lesser. Employees shall not be eligible for travel expenses under this 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.

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

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

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

RECOMMENDATION NO. 15

CIVIL LEAVE

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

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

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

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

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

- 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.

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, United States District Court and a Grand Jury.

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

b. Volunteer participation in fire fighting activities, emergency medical technician activities, civil air patrol activities, emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the 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 NO. 16

MILITARY LEAVES

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

1) Military Reserve

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

- (1) Annual active duty for training
- (2) Attendance at service schools
- (3) Basic training
- (4) Short tours of active duty for special projects
- (5) Attendance at military conferences and participating 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 15 working days per calendar year.

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

2) Pennsylvania National Guard

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

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

b. For military training duty as provided for in Subparagraph a., the maximum military leave with compensation is 15 working days per calendar year.

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

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

3) General

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

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.

4) Granting, Duration and Expiration of Military Leave Without Pay

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 training shall provide four weeks notice if possible to their immediate supervisor prior to the commencement of such duty.

Employees are required to provide their supervisor with notice of approval for additional military duty, not required as a part of routine reserve training, as soon as it is approved and provide their supervisor with a copy of the orders as soon as the employees receive orders to that effect.

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

c. Military leave without pay shall expire:

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

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

(3) For periods of service that were less than 31 days, the first full regularly scheduled work period following the period of service or up to eight hours after an opportunity to

return from the place of service to the employee's home.

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

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

5) Reemployment

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

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

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.

7) Retirement Rights

Employees who are granted military leave may, under conditions provided in the Military Code (51 P.L. 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.

8) Loss of Benefits

Employees who are separated from the service by 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 this Recommendation (relating to Military Leaves Without Pay) except such vested rights as they may have acquired thereto by virtue of payments into their retirement accounts.

9) Physical Examination

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

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.

RECOMMENDATION NO. 17

LEAVES OF ABSENCE WITHOUT PAY

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

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

3) Union officials or elected delegates shall be granted, subject to management's responsibility to maintain efficient operations, up to six weeks leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official union conventions or conferences. Employees may use accrued annual or personal leave for this purpose in lieu of leave without pay.

The following shall be recognized as official union conferences or conventions:

SEIU National Convention - Conferences
SEIU Public Employee Convention - Conferences
SEIU Women's Conference
SEIU Pa. State Council Convention - Conferences
SEIU Health Care Conventions - Conferences
AFL-CIO State Convention - Conference
CLUW State Convention - Conference
CBTU State Convention - Conference
AFL-CIO Legislative/Newspaper/COPE - Conferences
AFL-CIO Regional Conference

AFL-CIO George Meany School - Conferences
SEIU Regional Conferences - Training
Local 668 Executive Board Meetings
Local 668 Officer Training
Local 668 Legislative Conference
Local 668 Health & Safety Conference
Local 668 Meet & Discuss Training
Local 668 Grievance Training
Local 668 Health Care Training
Local 668 Convention
Local 668 Leadership Skills Conference
A. Phillip Randolph Conference

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

4) After completing one year of service, an employee may be granted a leave of absence without pay at the sole discretion of the Employer for educational purposes. Such leave shall not exceed one year and shall not be granted more than once every four years. Where an employee has been granted an approved leave of absence without pay for educational purposes the employee will have the right to return, upon the expiration of such approved leave of absence without pay for educational purposes, to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Recommendation No. 29, Seniority.

5 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 shall state a prognosis and expected date of return.

If requested and properly documented as medically necessary, 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 of less than two consecutive weeks.

b) Employees shall be required to use all accrued paid sick leave upon

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

c) 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 18, Paragraph 2.a., and family care leave without pay used under Recommendation 43, Paragraph 1. Leave used under these Recommendations will be deducted from the six month entitlement and run concurrently.

d) After the employee has used an aggregate of six months of leave without pay with benefits under this Paragraph, Recommendation 18, Paragraph 2.a., and/or Recommendation 47 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.

e) The continuation of benefits under this Paragraph is subject to the employee's payment of any required employee contribution under Recommendation 25, Paragraph 3.

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

6) Upon request of the employee, an extension of up to an additional six months leave without pay shall be granted provided the employee provides proof of continuing illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return.

The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits. It shall not be used on an intermittent or reduced-time basis. Upon certification from the employee's doctor that the employee is able to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/ organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this 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. This Paragraph shall not apply to a work-related injury.

7) First-level supervisory employees who are elected or appointed as part-time Union officials shall be allowed to use leave without pay in accordance with the provisions of Article 17, Section 2(b) of the collective bargaining agreement between the Commonwealth and the Union.

8) In those cases where an employee relocates from one geographical work location to another for Commonwealth employment, the employee will be entitled, upon request, to a leave of absence without pay for up to five days. Such requests shall be approved subject to management's responsibility to maintain efficient operations.

9) It is understood by both parties that the provisions of Paragraphs 5, 6, and 7 are consistent with the Family and Medical Leave Act of 1993, 29 USC Sections 2601 et seq.

10) State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 24 and 25 will continue for the period of time the employee is on sick leave without pay with benefits under Paragraph 5 of this Recommendation.

11) Paragraphs 5 through 10 of this Recommendation become effective January 1, 2008. Absences occurring before January 1, 2008 shall be covered by the provisions of Recommendation 17, Leaves of Absence Without Pay, of the Memorandum between the Commonwealth of Pennsylvania and PSSU effective July 1, 2003 through June 30, 2007. Absences on December 31, 2007, and continuing on or after January 1, 2008, shall remain covered by the provisions of the July 1, 2003 through June 30, 2007 Memorandum until those benefits are exhausted or the employee returns to work, whichever occurs first.

RECOMMENDATION NO. 18

PARENTAL LEAVE

1) Employees shall be eligible for parental leave as provided below:

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 below will be to a position at the work site in which the employee was assigned to work prior to the parental leave, providing that a position in the employee's classification continues to exist at that work site and further provided that the employee is not subject to a transfer or furlough as provided for in Recommendation No. 29.

2) General

a. After completing one year of service, all permanent employees of the Commonwealth 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 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, 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. One aggregate six month entitlement of leave without pay with benefits will be provided for parental leave without pay used under Paragraph 2.a., sick leave without pay used under Recommendation No. 17, Paragraph 5.a., and family care leave without pay used under Recommendation No. 43, Paragraph 1. Leave used under these Recommendations 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 No. 17, Paragraph 5.a., and/or Recommendation No. 43, 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 25, Paragraph 3.

f. The provisions of Paragraphs 2, 4, 5, 6 and 7 shall be consistent with the act of July 9, 1969, P.L. 133, No. 56, (43 P.S. 952 et seq.).

3) Granting Leave

a. Employees 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 leaves 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 unpaid parental leave shall be granted beyond one year from

the date of birth or of assuming custody of an adopted child or placement of a foster child.

b. In no case shall employees be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.

c. During the first six months of absence under Paragraph 2.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.

4) Reemployment

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 2.d of this Recommendation, the employee, upon written request to return to work, shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this 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.

5) Seniority Rights

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

6) Annual, Personal, Sick, Compensatory and Holiday Leave

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. Employees shall not be required to use annual, personal, compensatory or holiday upon the commencement of leave without pay; however, if annual, personal, 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.

7) Benefits.

State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 24 and 25 will continue for the period of time the employee is on parental leave without pay with benefits under Paragraph 2.a. of this Recommendation.

8) Guidelines

Guidelines established by the Secretary of Administration regarding parental leave are published through the Directives Management System (Reference Management Directive 530.2). Guidelines regarding benefits while on parental leave are published through the Directives Management System (Reference Management Directive 530.4).

9) It is understood by both parties that the provisions of this Recommendation are consistent with the Family and Medical Leave Act of 1993, 29 USC Sections 2601 et seq.

10) This Recommendation becomes effective January 1, 2008. Absences occurring before January 1, 2008 shall be covered by the provisions of Recommendation 18, Parental Leave, of the Memorandum between the Commonwealth of Pennsylvania and PSSU effective July 1, 2003 through June 30, 2007. Absences on December 31, 2007, and continuing on or after January 1, 2008, shall remain covered by the provisions of the July 1, 2003 through June 30, 2007 Memorandum until those benefits are exhausted or the employee returns to work, whichever occurs first.

RECOMMENDATION NO. 19

WORK-RELATED INJURIES

1) An employee who sustains a work-related injury, during the period of this Memorandum, as the result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Program, shall be entitled to use accumulated sick, 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 and social security and retirement contributions. One full day of accumulated

leave (7.5 or 8 hours as appropriate) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of 12 months or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond 12 months until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred. If no leave is available under this 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 12 months, for the duration of the disability or for the scheduled duration of the temporary employment, whichever is the least. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred.

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

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

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.

4) At the expiration of the leave under Paragraph 1, if an employee continues to receive workers' compensation, the employee will be placed on leave without pay in accordance with Paragraph 7 below and will not be entitled to receive state-paid coverage for life insurance and state payments toward coverage for health benefits.

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. 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.

6) State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendation Nos. 24 and 25, will continue for the period of time that the employee is on leave under Paragraphs 1 and 12.

7) An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to

the furlough provisions of Recommendation No. 29, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Paragraphs 1 or 12, 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 geographical/organizational limitation as the seniority unit, to which there are no seniority claims and which the agency intends to fill, provided the employee meets the minimum requirements and qualifications essential to the work of the classification and the employee is fully capable of performing the duties of the position. If an employee returns to a position in a lower classification, the employee will be demoted in accordance with the Commonwealth's Personnel Rules, but shall maintain the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred, provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Recommendation No. 29, 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.

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

9) An employee who sustains a work-related injury, during the period of this Memorandum, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury in accordance with Recommendation Nos. 11, 12, and 13. If no paid leave is available, an employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This 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.

10) Paragraphs 4, 6, and 8 of this Recommendation shall not apply to temporary

employees.

11) The Commonwealth agrees to the use of modified duty where the employee is able to work only in a limited capacity and the prognosis for the injury indicates that the employee will be able to resume all of the duties of the employee's classification in a reasonable period of time. The Employer may terminate a modified duty assignment when it becomes apparent that the employee will not be able to resume the full duties of the employee's classification within a reasonable period of time.

Under the modified duty concept, the employee will be retained without loss of pay or status. The Employer may assign the employee duties outside their classification and supervisory unit, outside their previously assigned shift and/or outside their overtime equalization unit. To facilitate the implementation of modified duty assignments, schedule and assignment changes may be implemented as soon as practicable. If the employee is unable to resume all of the duties of the employee's classification within a reasonable period of time, the Employer may demote or laterally reclassify the employee to an appropriate classification, taking into account the duties and responsibilities the employee is capable of performing and subject to the protections afforded by Federal and State Statutes.

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

13) Paragraphs 1 through 10 and Paragraph 12 of this Recommendation shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

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

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

RECOMMENDATION NO. 20

SALARIES AND WAGES

1) Effective July 1, 2007, employees will continue to be paid in accordance with the January 1, 2007 Standard Pay Schedule in Appendix A.

2) Each permanent full-time employee covered by this Memorandum who is in an active pay status on July 1, 2007, shall receive a one-time lump sum cash payment of \$1,250. Each permanent part-time employee covered by this Memorandum who is in an active pay status on July 1, 2007, and who works at least a 50% work schedule, shall receive a one-time lump sum cash payment of \$625. Employees will be considered to be in an active pay status if they are paid for the last regularly scheduled day prior to July 1, 2007, and are paid for the first regularly scheduled day on or after July 1, 2007. Payment will be made as soon as possible after July 1, 2007. Permanent full-time and permanent part-time employees who are in an inactive pay status on July 1, 2007, and return to active pay status on or before December 31, 2007, shall receive the cash payments listed above provided they remain in an active pay status for sixty (60) calendar days after returning to work. This payment will not be included in the regular rate for overtime purposes, and will not be subject to the terms of Paragraph 11 of this Recommendation. For the purposes of this Paragraph only, employees on unpaid military leave will be considered to be in an active pay status.

3) Effective July 1, 2008, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of three percent (3.0%). This increase is reflected in the Standard Pay Schedule in Appendix B

4) Effective July 1, 2009, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of three percent (3%). This increase is reflected in the Standard Pay Schedule in Appendix C.

5) Effective October 1, 2010, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of four percent (4.0%). This increase is reflected in the Standard Pay Schedule in Appendix D.

6) 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 3, 4 and 5 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.

7) a. Employees covered by this Memorandum who have been employed continuously by the Commonwealth since January 31, 2007 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2008.

b. Employees covered by this Memorandum who have been employed continuously by the Commonwealth since January 31, 2008 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2009.

c. Employees covered by this Memorandum who have been employed continuously by the Commonwealth since January 31, 2009 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2010.

d. Employees covered by this Memorandum who have been employed continuously by the Commonwealth since January 31, 2010 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2011.

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

f. During the term of this Memorandum, employees who are at or above the maximum step of their pay scale group at the time they become eligible for a service increment as outlined in Subparagraphs a., b., c., and d., 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.

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

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

c. When an employee covered by this Memorandum is transferred to another

classification in the same pay scale group, the employee shall be placed at the same pay scale level in the pay scale group.

9) The cash payments provided for in this Recommendation, shall not be added to the employee's base salary. The cash payments shall be subject to dues deductions and fair share fees where applicable.

10) An employee in an inactive pay status shall, upon return to active pay status, be entitled to the above general pay increases outlined in Paragraphs 3, 4 and 5; the cash payments outlined in Paragraphs 6 and 8; and the service increments outlined in Paragraph 6 where applicable.

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

12) The Employer agrees to pay a supervisory differential of up to one step above the highest paid subordinate provided the following criteria are met:

- a. A supervisor who is paid a biweekly salary which is less than that supervisor's subordinate will be eligible for the supervisory differential if that supervisor has more total Commonwealth service than the subordinate. Total Commonwealth service shall be interpreted to mean only that service occurring since the supervisor's most recent appointment. Service occurring prior to a supervisor's break in employment shall not be counted unless the supervisor returns to the same agency and classification series within one year of the date of termination.
- b. A supervisor will not be eligible for the supervisory differential if the supervisor's biweekly salary is less than the salary of the subordinate, and the supervisor has less total Commonwealth service than the subordinate.
- c. A supervisor will not be eligible for the differential adjustment if the subordinate's salary is greater than the supervisor's as a direct result of a downward reallocation with a salary save.
- d. Supervisor/subordinate pay relationships will be reviewed on an ongoing basis using the criteria established above. The effective date for adjustments for the ongoing review will be the promotion date of the employee which caused the adjustment to occur.

Supervisory differential adjustments must be approved by the Office of Administration.

13) All employees will be required to sign up for direct deposit of paychecks and travel

expense reimbursement.

RECOMMENDATION NO. 21

OVERTIME

1) One and one-half of the employee's regular hourly rate of pay exclusive of any premium or differential pay shall be paid for work under the following conditions:

- a. For any work performed in excess of eight hours in any work day or in excess of 40 hours in any work week;
- b. For employees of Youth Development Centers and Youth Forestry Camps in the Department of Public Welfare, for any work in excess of eight hours in any one work day or in excess of 80 hours in any biweekly pay period.
- c. There shall be no duplication of premium pay for the same hours worked under the provisions of Subparagraphs a. and b. of this Paragraph.
- d. The provisions of this Recommendation are not applicable to employees in job classes assigned to pay scale group 8 and above and identified as exempt from the overtime provisions of the Fair Labor Standards Act in the Commonwealth's Pay Plan. However, such employees shall be granted straight-time pay or compensatory time off one hour for each hour worked at the election of the employee.

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

- a. Hours worked, excluding standby time.
- b. Rest periods.
- c. Holidays, except where compensation is paid for a holiday which occurs on an employee's day off.
- d. Annual leave.
- e. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- f. Personal day leave.
- g. Sick leave.
- h. Administrative leave.

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

- a. An employee on a five day per week schedule shall be paid double time for hours worked on the second scheduled day off in the work week provided the employee is in an active pay status on his/her five regularly scheduled work days and works his/her first scheduled day off in the work week. If such an employee is in an active pay status his/her next five regularly scheduled work days and works his/her next scheduled day off or his/her next two scheduled days off, he/she shall be paid double time for hours worked on those days and shall continue to be paid double time for hours worked on subsequent scheduled days off until the employee is not required to work on a regularly scheduled day off provided the employee continues in an active pay status on all regularly scheduled work days.
 - b. An employee whose work schedule consists of any ten days within a consecutive 14 calendar day period as provided in Recommendation No. 6, Paragraph 6, shall be paid double time for the second and fourth scheduled days off work; provided, in order to be eligible for double time on the second day off, the employee must be in an active pay status the first five regularly scheduled work days and work the first scheduled day off in the normal biweekly work period and, in order to be eligible for double time on the fourth day off, the employee must be in an active pay status the second five regularly scheduled work days and work the third scheduled day off in the normal biweekly work period. An employee on this work schedule shall be paid double time for the third scheduled day off; provided, in order to be eligible for double time on the third day off, the employee must be in an active pay status ten (10) regularly scheduled work days and work the first and second scheduled days off in the normal biweekly work period. An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked provided the employee is in an active pay status the first five regularly scheduled work days in the normal biweekly work period, if the first or first and second scheduled days off are worked, and the employee is in an active pay status the second five regularly scheduled work days in the normal biweekly work period, if the third or third and fourth scheduled days off are worked.
 - c. For fifteen-minute rest periods, in the event employees are required, while on premium overtime, to work through their rest periods.
- 4) By mutual agreement between the Employer, the appropriate local union representative, and the employee involved, compensatory time at the appropriate rate may be granted in lieu of overtime pay. Such compensatory time is to be granted within the 60 calendar day period succeeding the date on which the overtime is worked. The compensatory time off shall be scheduled for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the compensatory time off is not granted within this time period, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off. By

mutual consent of the Employer and the employee involved such scheduling period may be extended an additional 60 calendar days.

5) The Employer will attempt to equalize overtime between or among the employees within the same job classification within each equalization unit during each one-half calendar year. When an overtime opportunity occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work beginning with the most senior of the employees using Supervisory Unit seniority who have the least overtime credit during the one-half calendar year. In the event that sufficient volunteers are not available, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees who have had the least assigned overtime on a non-volunteer basis during the period.

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

Employees entering established equalization units after the beginning of a six month equalization period shall be credited for equalization purposes with an amount of overtime equal to the maximum amount of credited overtime held by an employee in the same classification in the equalization unit.

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

Equalization units will be established by a memorandum between the parties. If either party requests a change to an established equalization unit the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party can request that an unresolved equalization unit issue be submitted to a committee consisting of representatives of the Union and representatives of the Office of Administration and the department or agency. The Committee will determine the applicable equalization units through meet and discuss.

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

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

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

eligibility for overtime pay under Paragraph 1 of this Recommendation.

9) Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, 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 the leave payout plan) also participates in the State System of Higher Education Alternative Retirement Plan (the "ARP"), 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 ARP on behalf of the participant.

RECOMMENDATION NO. 22

CALL TIME AND STAND-BY TIME

1) An employee who has been called into work outside of his/her regular shift schedule shall be guaranteed a minimum of four (4) hours' work. Call time pay begins when the employee reports to his/her assigned work site ready for work. There shall be no duplication of hours.

2) Call time shall be paid for at whatever rate is appropriate.

3) An employee is on standby during the period that the employee is required to remain at home and to be available for emergencies. Only employees who are required to be on standby are entitled to the compensation hereafter set forth. Such an employee on standby time, at the Employer's discretion, shall either be paid 25% of his/her regular base pay for such standby time or receive compensatory time off equivalent to twenty-five percent of such standby time. Standby time shall not be considered as hours worked for the purpose of computing overtime. An employee is not considered to be on standby time during the period he/she is being paid for call time.

RECOMMENDATION NO. 23

SHIFT DIFFERENTIAL

- 1) An employee whose work shift consisting of 7.5 or 8 work hours on a scheduled work day begins before 6:00 a.m. or at or after 12:00 noon will be paid a shift differential of \$1.00 per hour for all such hours worked on that shift.
- 2) Any employee who works overtime on his/her work shift as described in Paragraph 1 will receive the applicable shift differential for all overtime hours worked.
- 3) Employees who are called in to work a shift on their scheduled day off and who worked not less than a full 7.5 or 8 hour shift which begins before 6:00 a.m. or at or after 12:00 noon shall receive, in addition to the appropriate rate, the shift differential as set forth in Paragraph 1 for all such hours worked.

RECOMMENDATION NO. 24

INSURANCE

- 1) The Employer shall continue to assume the entire cost of the life insurance coverage for eligible employees as set forth in the currently existing life insurance plan. The amount of insurance is based on the employee's annual pay rate in effect on the preceding January 1, rounded to the nearest \$1,000, but not to exceed \$40,000. However, the amount of life insurance coverage will be reduced at age 70 to 65% of that coverage amount previously in effect and at age 75 to 50% of that coverage amount previously in effect.
- 2)
 - a. Permanent employees who are granted sick leave without pay, parental leave without pay, or family care leave without pay will continue to receive 100% state-paid coverage under the current life insurance plan for up to six (6) months. Permanent employees who are on sick, parental, or family care leave without pay for longer than six (6) months may remain in the program for an additional six (6) month period by paying the entire premium. Permanent employees who are granted injury leave (paid and unpaid) will continue to receive 100% state-paid coverage under the current life insurance plan for up to twelve (12) months or, if only paid leave is used, beyond twelve (12) months until the paid leave is exhausted.
 - b. Those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental, family care or injury leave for longer than one full pay period may remain in the program for up to one (1) year by paying the entire premium.
- 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.

4) The Employer will continue to provide liability coverage for employees who use their personal automobile on state business. It is clearly understood and agreed that this liability coverage is on an excess basis only and that excess liability limits applicable correspond to that minimally required on a per person and per occurrence basis under the Pa. Motor Vehicle Financial Responsibility Law, Act of February 12, 1984 (P.L. 26, No. 11 & 12) 75 Pa. C.S. Chapter 17. Excess basis means that any other valid and collectible insurance will be primary. The coverage provided by the Employer shall be considered primary if, in fact, no other valid and collectible insurance was in effect. However, in the event an employee has not complied with the mandated minimum coverage stated in the Pa. Motor Vehicle Financial Responsibility Law, the Employer's liability coverage as provided for above shall be considered primary only to the extent that any claims exceed the mandated minimums. Any accident occurring while on state business will be reported to the employee's own insurance carrier in addition to the Bureau of Risk and Insurance Management, Department of General Services.

RECOMMENDATION NO. 25

HEALTH BENEFITS

1) Pennsylvania Employees Benefit Trust Fund

a. A jointly administered, multi-union, health and welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between Council 13, American Federation of State, County and Municipal Employees, AFL-CIO, and the Employer. This jointly administered Fund is known as the Pennsylvania Employees Benefit Trust Fund (hereinafter Fund or PEBTF). The Fund shall conform to all existing and future Federal and Commonwealth statutes applicable to and controlling such Health and Welfare Fund. Said Agreement and Declaration of Trust shall provide for equal representation on the Board of Trustees appointed by the unions and the Employer. In addition, the Agreement and Declaration of Trust will allow the Fund to provide benefits to management level and retired employees, as well as employees represented by other unions and other Employers in the Commonwealth of Pennsylvania.

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

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

effective on the first pay date in July of each fiscal year specified below:

July 2007 – June 2008	\$330 biweekly per employee
July 2008 – June 2009	\$365 biweekly per employee
July 2009 – June 2010	\$400 biweekly per employee
July 2010 – June 2011	\$440 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 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.

e. 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.

f. 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.

g. 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 Subparagraph c. above.

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.

3) The Fund shall continue to provide each permanent full-time active employee medical plans 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 2007 – June 2008	1.0%
July 2008 – June 2009	1.5%
July 2009 – September 2010	2.0%
October 2010 – June 2011	3.0%

Employee contributions shall be effective the first full pay period in July/October 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 eligible for an Employee Contribution Waiver if the employee and his/her qualifying dependents, as determined by the Trustees, participate in the Get Healthy Program as established from time-to-time by the Fund. In accordance with 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 for qualifying for the Employee Contribution Waiver and for making determinations regarding whether an employee and dependents have fulfilled the conditions for such Waiver.

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

	<u>Waiver Amount</u>	<u>Employee contribution with Waiver</u>	<u>Employee contribution without Waiver</u>
July 2007 – June 2008	0.5%	0.5%	1.0%
July 2008 – June 2009	0.5%	1.0%	1.5%
July 2009 – September 2010	1.0%	1.0%	2.0%
October 2010 – June 2011	1.5%	1.5%	3.0%

Employee Contribution Waivers shall be effective the first full pay period in July/October as applicable, of the period specified above.

c. The parties agreed to an evaluation process with respect to the reserve levels of

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

(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.

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

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

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

4) a. Permanent employees who are granted sick leave without pay (Recommendation

17), parental leave without pay (Recommendation 18), or family care leave without pay (Recommendation 43) may continue to receive benefits as determined and extended by the Fund for up to six months. Permanent employees who are granted injury leave (paid and unpaid) may continue to receive benefits as determined and extended by the Fund for up to 12 months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. Permanent part-time employees and those permanent full-time employees who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental leave, family care leave or injury leave for longer than one full pay period or who are on leave longer than the applicable period specified in a. above will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

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

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

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.

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

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

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

(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 have at least 15 years of credited service as of June 30, 2008, or who have 13 years of credited service and are within one year of superannuation age as of June 30, 2008, whether it has been purchased as of that date or eligible to be purchased as of that date, shall be eligible to elect REHP coverage upon reaching superannuation age with 15

years of credited service rather than 20. The three-year rehire rule will not apply to such employees.

(5) For purposes of eligibility for REHP coverage under this 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.

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 age 60.

8) In the event that comprehensive healthcare legislation is passed, the parties agree to meet and discuss the impact, if any, of such legislation on the existing active and annuitant health care programs.

RECOMMENDATION NO. 26

DAY CARE

A statewide joint committee comprised of five representatives of the union and five representatives of the employer (agencies under the Governor's jurisdiction) will meet during the term of this Memorandum to discuss expansion of child care facilities.

RECOMMENDATION NO. 27

CLASSIFICATION

1) The position classification plan, as established and maintained by the Employer, consists of a schedule of class titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the performance of the work of the class. If employees consider their permanent position to be improperly classified the employee may process an appeal for a reallocation of his/her position through the fourth step of the grievance procedure set forth in this Memorandum. 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 determination is made by the Employer in the course of an employee appeal or an Employer initiated classification review that a position should be downgraded, the employee shall be demoted to the proper classification and pay scale group at the nearest level (step) not greater than the employee's current salary. If the employee's salary is greater than the maximum level (step) of the lower pay scale group, there shall be no reduction in salary.

The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

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

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

Whenever an employee within the unit temporarily is charged to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those of the employee's own position for a period of five full cumulative days in a quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to four and one-half percent of the employee's current rate of pay or at the starting rate of the pay scale group for the higher class, whichever is greater. Employees who are charged to perform higher class work for a full day and who take leave for a portion of that day will be compensated, in increments of 1/4 hour, for the partial day worked in the higher class after the five full day threshold has been met. Such employee while 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/her scheduled workday immediately before and immediately after such holiday and is

paid at the higher rate for those days. The holiday shall not count toward the requirement for five full cumulative days in a quarter, unless actually worked. Once the requirement for the five full cumulative day threshold has been met, payment will be included in the biweekly paycheck.

An employee or employees shall not be temporarily assigned to fill a position in a higher rated classification for more than nine (9) continuous months or the length of an approved leave of absence where the employee being replaced has a guaranteed right of return, whichever is greater.

If the position is filled permanently by other than the employee temporarily filling the position, the employee temporarily assigned shall be returned to his/her previous position and compensation, but shall receive any increments and service credits for such increments to which he/she would have been entitled had they remained in their normal assignment.

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

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

3) The Employer and the Union agree to create a Job Evaluation Committee. The committee will perform the following functions:

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

The provisions of this Paragraph shall not be subject to arbitration.

4) When employees are assigned to a new permanent job with duties that are substantially different from their current duties, a job description, if available, shall be provided in advance of the new job being assumed. If no job description exists, sufficient explanation shall be provided and the job description prepared as soon as possible. Employee job descriptions should be reviewed with the employee on an annual basis and updated as necessary. Upon request, the

employee shall be provided a copy. The appropriate forum for issues relating to this Paragraph shall be labor-management meetings.

RECOMMENDATION NO. 28

TRAVEL EXPENSES

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

2) An employee who is required by the Employer to travel 15 miles or more from his/her regular office work site and whose work assignment requires that he/she remain away from said office work site during his/her normal lunch period, shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 (including sales tax).

3) When an employee is required to take patients/residents/inmates out of the institution or to shop off grounds for the patient/resident/inmate over a meal period, the employee will be provided with a meal similar to that provided the patients/residents/inmates, or will be compensated for meal in the amount not to exceed \$7.75 including sales tax. In addition, an employee shall be compensated for the money expended on a meal for the patient/resident/inmate. These allowances for subsistence require no receipt or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

RECOMMENDATION NO. 29

SENIORITY

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

government or a particular organizational or occupational segment thereof.

a. Supervisory Unit seniority standing for the purpose of promotions, shift preference and furloughs shall be determined by the length of unbroken (as defined in Paragraph 2) service with the Employer in classifications in the Supervisory Unit covered by this Memorandum.

b. Employees who are absent without pay will not lose seniority for regularly scheduled days off that immediately precede the day of their return, provided the employees return at the beginning of their scheduled shift.

c. Employees who served in the Armed Forces of the United States during the periods of time listed below shall, if they have not previously done so, be responsible for providing proof of military service to their human resource officer in order to receive seniority credit in accordance with the Preference in Public Employment Act of 1945, P.S. 837. When the Employer determines that a furlough is necessary and there is no proof of military service in an employee's personnel file, the Employer shall not be held liable for any actions associated with the evaluation of seniority standing unless an employee provides proof of military service within ten (10) days of the date the employee is notified of his/her furlough.

Applicable periods are as follows:

1. World War I - April 6, 1917 - November 11, 1918
2. World War II - December 7, 1941 - September 2, 1945
3. Korea - June 25, 1950 - July 27, 1953
4. Vietnam - August 5, 1964 - January 28, 1973

d. Employees will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly pay period plus the number of hours of military leave without pay; leave without pay for Union business in accordance with Recommendation No. 17, Paragraphs 3 and 8; leave without pay for work-related injuries in accordance with Recommendation No. 19; sick leave without pay in accordance with Recommendation No. 17, Paragraphs 5 and 6; parental leave without pay in accordance with Recommendation No. 18, Paragraph 1 and family care leave without pay in accordance with Recommendation No. 43 will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to the employee's accumulated total.

2) The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five consecutive working days, failure to report within 10 consecutive working days of recall, expiration of recall period, failure to report after leave and acceptance of other permanent employment while on leave. This shall not restrict the Employer's right to take whatever personnel action it deems warranted for any of the above. If service is broken by any of the above, the employee shall lose Supervisory Unit 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 break in service occurred, but shall not be entitled to any credit for the time represented by such break in service. Furloughed employees who either superannuated or who are eligible under a special retirement incentive program, 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.

3) Seniority lists shall be prepared for each seniority group and revised where necessary every six months. Appropriate seniority dates shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards at permanent work sites.

4) The Employer agrees to post all vacancies within the supervisory unit at appropriate work locations within the seniority unit prior to the filling of such vacancies for a period of at least 15 calendar days when the vacancies are above the entrance level and 10 calendar days when the vacancies are entrance level unless an emergency requires a lesser period of time. Such posted notice shall include the location (i.e. office, institution) of the vacancy. With respect to the Bureau of Employer and Career Services, the postmark or the date on a return receipt will be the determining factor in deciding timely bids.

If a vacancy is not filled within 90 calendar days following the closing date specified on the posting, the Employer will re-post the vacancy and all employees must follow the procedures set forth in Paragraphs 5.a. and 6.a. of this Recommendation in order to be considered.

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

a. Employees in the seniority unit and in the classification(s) immediately below (as shown in Appendix D) the classification of the vacancy wishing to bid for such vacancy shall submit to the Employer their name on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

b. Where it is determined that skill and ability are relatively equal among the bidding seniority unit employees in the classification(s) immediately below (as shown in Appendix D) the classification of the vacancy, the vacancy shall be filled by the employee with the greatest Supervisory Unit seniority except in the following instances:

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

Program.

- (2) Where the job involved requires highly specialized skill, training and expertise and there are no employees in the classification immediately below (as shown in Appendix D) the vacancy who possess such qualifications.
 - (3) Whenever a position is reclassified upward to correct an improper classification or to reflect an accretion of duties or reorganization of duties, then the incumbent shall be awarded the higher position.
- c. If an employee is promoted in accordance with this Paragraph and was temporarily assigned, at the time the position was posted or thereafter, to work in that position, the employee will be promoted retroactive to the ending date of the posting.
- 6) Whenever the Employer deems it necessary to fill a civil service vacancy, vacancies shall be filled in the following manner:
- a. Employees in the seniority unit and in the classification immediately below (as shown in Appendix D), the classification of the vacancy wishing to bid for such vacancy shall submit to the Employer their name on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.
 - b. When a vacancy is filled without examination and where it is determined that skill and ability are relatively equal among the bidding seniority unit employees in the classification(s) immediately below (as shown in Appendix D) the vacancy, the vacancy shall be filled by promoting the employee with the greatest Supervisory Unit seniority in the classification immediately below the classification of the vacancy (as shown in Appendix D) subject to the exceptions noted in Paragraph 5.b. of this Recommendation.
 - c. When a vacancy is filled by examination within a seniority unit, the bidding employee with the greatest Supervisory Unit seniority in the classification(s) immediately below (as shown in Appendix D) the vacancy who is within five points of the seniority unit employee with the highest score shall be promoted unless a person outside the seniority unit receives a grade placing him/her 10 points or more higher than the seniority unit employee with the highest score in which instance the person from outside the seniority unit may be appointed. An example of a five-point range would be 85-90, inclusive. An example of a 10 point range would be 80-90, inclusive. This Paragraph is subject to the exceptions as set forth for non-civil service employees in Subparagraphs (1), (2) and (3) of Paragraph 5.b. of this Recommendation. For the purpose of this Paragraph, persons outside the

seniority unit whose names appear on the civil service list are not required to submit a bid in order to be considered for the vacancy.

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

7) When the Employer determines that a furlough is necessary within a seniority unit as listed in Appendix E employees will be furloughed in the inverse order of Supervisory Unit 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 back into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit listed in Appendix E, provided that he/she has more Supervisory Unit seniority than the employee with the least Supervisory Unit seniority in that classification and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.
- b. If the affected employee is unable under Subparagraph a. above, to bump into a lower classification, he/she shall bump laterally or down into any other classification previously held within the supervisory unit and within the same geographical and organizational limitation of the seniority unit listed in Appendix E, using the seniority procedure specified in a. above. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure.
- c. If the affected employee is unable to bump into any position as provided in Subparagraph a. and b. above, the employee will be furloughed except for employees of County Assistance Offices (CAO), Mental Health/Mental Retardation (MH/MR) facilities, General Hospitals, Youth Development Centers (YDC), Youth Forestry Camps (YFC), and the Office of Vocational Rehabilitation who have five or more years of Supervisory Unit seniority. An employee in any of the above referenced organizational units who has five or more years of Supervisory Unit seniority and who is scheduled to be furloughed from an individual CAO, MH/MR facility, General Hospital, YDC and YFC or a District Office of the Office of Vocational Rehabilitation in which the employee is employed, may bump, in a manner consistent with the provisions of Subparagraphs a. and b. above within the appropriate expanded seniority unit as listed in Appendix F. If such affected employee is unable to bump into any positions in the appropriate expanded seniority unit such employee shall be furloughed. An employee who refuses to bump within

the appropriate expanded seniority unit listed in Appendix F shall forfeit all recall rights within the applicable expanded seniority unit listed in Appendix F but shall retain recall rights within the seniority unit listed in Appendix E. The application of the provisions of this Subparagraph shall not be subject to arbitration. The response from the Office of Administration, Bureau of Labor Relations, will be final and binding.

- d. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.
- e. Employees shall be permitted to adjust their seniority downward prior to any furlough action which affects their classification. However, exercise of this option shall be subject to the following limitations:
 - (1) there shall be no increase in cost to the Employer;
 - (2) the employee must sign an indemnification agreement holding the Employer and the Union harmless from any claims resulting by operation of this Paragraph;
 - (3) the employee shall be subject to recall in accordance with his or her own seniority and the applicable provisions on recall contained herein;
 - (4) the employee shall not have rights to placement;
 - (5) the employee shall not have rights to bump.

The Union shall provide the Employer with written notice of the names of those employees who have elected to exercise this option and the fully executed indemnification agreement within 10 calendar days of the date of the Employer's notice to the Union of furlough.

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

Before any furlough is implemented in a non-civil service classification, all temporary employees in that classification in the seniority unit will be separated before any permanent employees are furloughed.

9) The Employer shall establish a recall list by classification series using the same geographical and organizational limitation as the seniority unit in which the furlough occurred (see

Appendix E for seniority unit designations) for those employees furloughed under Paragraph 7 of this Recommendation in the inverse order of seniority:

- a. Employees on such recall lists shall have rights to a position in a classification within the geographical and organizational unit as listed in Appendix E from which they were furloughed or to any lower level classification in the same classification series in the same geographical and organizational limitation as the seniority unit listed in Appendix E in which the furlough occurred provided they have the requisite seniority and skill and ability.
- b. The Employer shall also establish a recall list for employees furloughed under Paragraph 7.a., b. and c. of this Recommendation from positions in County Assistance Offices, MH/MR facilities, OFAIR, Divisions of Quality Control and Field Assessment in OIM, Bureau of Program Evaluation and Staff Development, General Hospitals, YDC's and YFC's, Correctional Institutions, Office of Vocational Rehabilitation and the Bureau of Employer and Career Services by classification series using the geographical and organizational units listed in Appendix E.

Employees on such recall lists shall have rights to a position in a classification within the geographical and organizational unit as listed in Appendix E or to any lower level classification in the same classification series in the same geographical and organizational unit as listed in Appendix E provided there are no claims to such positions arising from a. above, and provided they have the requisite seniority and skill and ability.

Employees furloughed as a result of the closing of an institution operated by the Department of Public Welfare will be allowed a one-time right to be placed on the recall list of another institution.

- c. In the event an employee refuses an offer of employment to any classification for which he/she has recall rights under b. above, such employee shall forfeit all recall rights under b. above and shall be limited to recall rights to the classification from which furloughed in Paragraph 7 above.
- d. If an employee on a recall list in accordance with a. above refuses an offer of employment in a lower classification for which he/she has seniority rights, he/she shall forfeit recall rights to such a classification. If the employee refuses an offer of employment in the classification from which he/she was initially furloughed he/she shall forfeit all recall rights under this Recommendation.
- e. An employee who accepts an offer of employment to a lower classification for which he/she has seniority rights under a. and b. above shall not be removed from

any recall list for any higher level classification for which he/she has seniority rights.

- f. Employees shall be placed on recall lists in a. and b. above in Supervisory Unit seniority order (most senior first) and employees shall be recalled in Supervisory Unit seniority order regardless of the date of furlough or the date an employee was placed on the list.
 - g. 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.
 - h. An employee's name shall remain on all recall lists for a period of three (3) years after the date of the furlough. If an employee has not been recalled within such three (3) year period, the employee's name shall be removed from all recall lists.
 - i. During the period that an employee is on any recall list, he/she shall keep the Commonwealth informed of any address changes. The Employer shall not be held liable if an employee is not offered recall due to failure to notify the Employer of a change of address.
 - j. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall be eligible for all benefits enjoyed by permanent employees, provided other applicable eligibility requirements are met.
 - k. The Employer will provide the Union with a copy of all recall lists.
 - l. The recall period of a furloughed employee who, during the recall period, returns to the furloughing Agency's payroll in a temporary capacity shall be extended by the amount of time the employee serves in the temporary capacity.
 - m. Furloughed employees who either are superannuated or who are eligible under a special retirement incentive program and who file applications for retirement benefits which are subsequently approved, shall forfeit all recall rights under this Paragraph, as of the date of the approval of benefits by the State Employees' Retirement Board.
- 10) If an employee is unable to execute a bump as provided by Recommendation No. 29, Paragraph 7, and is placed on a furlough list, the Employer will attempt to place the employee in a budgeted, available, uncommitted vacancy in a classification covered by the Memorandum to which there are no seniority claims in the following manner:

- a. Placement will be made to positions in classifications covered by this Memorandum to which the employee has bumping rights in any agency under the jurisdiction of the Governor provided the employee possesses the requisite skill and ability. In addition, placement will be made to entrance level vacancies in any classification covered by this Memorandum in the same or lower pay scale group in any agency under the Governor's jurisdiction, provided the employee meets the minimum requirements and qualifications essential to the work of the vacancy.
- b. Employees placed in entrance level vacancies which are not in the classification or classification series which an employee previously held will serve a six month probationary period during which time the provisions of Recommendation No. 31, Paragraph 1 shall not apply. Employees who are terminated for failure to successfully complete the probationary period shall retain recall rights under Paragraph 9 of this Recommendation.
- c. Geographic limitations for the application of this Paragraph will be designated by the employee completing a placement questionnaire. The employee may choose up to ten counties in which the employee would be available for employment or a statewide availability. Such county or statewide designation may be changed once during the placement period. Such change will not be considered effective until received, in writing, by the Bureau of State Employment, Office of Administration, and will not alter the status of any placement referrals which have been initiated. In addition, the employee may designate a pay scale group below which the employee will not accept an offer of placement. However, once such a pay scale group cutoff is designated, it cannot be changed.
- d. Each employee will complete an "Availability for Temporary Employment Questionnaire". If an employee indicates a desire not to be offered placement to temporary positions no such offers will be made and placement rights to permanent positions will not be affected. However, if an employee indicates a desire to be offered placement to temporary positions, is offered a temporary position and refuses such an offer, the employee shall forfeit all placement rights.
- e. Placement will be made in order of Supervisory Unit seniority.
- f. Civil service employees will have placement rights to both civil service and non-civil service vacancies consistent with the requirements outlined in Subparagraph a. of this Paragraph.

Non-civil service employees will have placement rights only to non-civil service vacancies, except that if an appropriate vacancy in a non-civil service position is not available and the employee previously was a member of the classified service in a

classification to which the employee would have rights under this Paragraph, placement in that civil service classification will be attempted consistent with the requirements outlined in Subparagraph a. of this Paragraph and in accordance with the Civil Service Act and Rules.

- g. Employees will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Paragraph cease. The furloughed employee shall retain recall rights as outlined in Recommendation No. 29, Paragraph 9.
- h. If an employee accepts an offer of placement under this Paragraph, any other placement rights to which an employee may be entitled under this Paragraph cease.

If an employee accepts an offer of placement to a temporary position, the employee shall retain placement rights to a permanent, full-time position under this Paragraph.

- i. Employees placed in vacancies in the same classification from which furloughed or in vacancies in other classifications at the same pay scale group of the classification from which furloughed will lose recall rights outlined by Recommendation No. 29, Paragraph 9. However, employees placed in vacancies in the same classification from which furloughed or in vacancies in other classifications at the same pay scale group of the classification from which furloughed but in a seniority unit other than the seniority unit from which furloughed, will retain recall rights only to the seniority unit from which they were furloughed. Those employees placed in a classification in a lower pay scale group will retain their recall rights under Recommendation No. 29, Paragraph 9.
- j. The provisions of this Paragraph will be implemented at the time the employee's completed placement questionnaire is received by the central human resource office of the appropriate agency, and will continue for 12 months after the employee has been furloughed. When the 12 month period has expired, an employee's rights under this Paragraph cease. However, the employee will retain recall rights under Recommendation No. 29, Paragraph 9, except as provided in Subparagraph i. The provisions of this Paragraph will not be implemented on behalf of employees who do not return completed placement questionnaires.
- k. Employees who refuse bump opportunities in accordance with Paragraph 7.a., b. and c. of this Recommendation shall not be eligible for placement under the provisions of this Paragraph.
- l. Furloughed employees who either are superannuated or who are eligible under a special retirement incentive program and who file applications for retirement benefits which are subsequently approved, shall forfeit all placement rights under

this Paragraph as of the date of the approval of benefits by the State Employees' Retirement Board.

11) Employees desiring to transfer to other positions shall submit a written request to their immediate supervisor stating the reason for the requested transfer. Preference shall be given to those transfers where the employee can demonstrate inordinate family hardships. If the Employer in its sole discretion agrees to such transfer, the employee shall be entitled to maintain whatever seniority rights that are appropriate.

Voluntary permanent transfers within multi-office seniority units shall be handled in the following manner:

- a. Employees shall advise the Employer in writing of their desire to be considered for voluntary permanent transfers within multi-office seniority units.
- b. Transfers will be accepted from among volunteers in the appropriate classification with the greatest Supervisory Unit seniority unless that employee does not have the necessary skill and ability to perform the job at the new location without further training, or if the remaining employees at the old location will not have the clear capacity and the requisite skill and ability to continue to provide the required public service without delay or disruptions. In addition, employees in the progressive disciplinary chain for work performance will not be considered for transfers in accordance with this Paragraph.

The subject of transfers shall be an appropriate item for meet and discuss at the agency level upon the request of the Union.

12) Permanent transfers from one geographical work location to another shall be made in the following manner:

a. The Employer shall first attempt to secure volunteers from the appropriate classification. The volunteer in the appropriate classification with the greatest Supervisory Unit seniority shall be accepted unless the employee involved does not have the necessary skill and ability to perform the job at the new location without further training or if the remaining employees at the old location will not have the clear capacity and the requisite skill and ability to continue to provide the required public service without delay or disruption.

b. In the event that sufficient volunteers are not secured or volunteers are passed over, involuntary permanent transfers shall be made in inverse order of Supervisory Unit seniority provided the employee involved has the skill and ability to perform the work at the new location without further training and further provided that the remaining employees at the old location have the clear capacity and requisite skill and ability to continue to provide the required public service without delay or disruption.

c. Except in emergencies, the Employer shall give the local Union five days notice of such transfers.

d. Grievances relating to the interpretation, application, and implementation of this language shall be filed at the agency level.

e. This language shall not be subject to arbitration. The response from the Office of Administration, Bureau of Labor Relations, will be final.

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

14) The probationary period for promotions shall be 180 calendar days in length, unless in the opinion of the Employer, the performance of the employee is questionable, then the probationary period may be extended for not more than twelve (12) additional months by the Employer and the provisions of Recommendation No. 31 shall not be applicable during this period or any extension thereof. Probationary time shall be calculated from the date of promotion within or hire into this "Meet and Discuss" unit and shall not include periods of leave without pay or periods of time during which an employee is using paid leave to supplement Workers' Compensation.

If an employee works out of classification and is subsequently promoted to the same classification in the same seniority unit the employee shall have the time worked out of classification in the preceding six months credited toward the probationary period.

15) a. For the purpose of layoff and furlough only, 150 Union officials shall be granted superseniority. Superseniority shall apply solely during the term of office of the employee as a Union officer or steward. The Union shall provide the Office of Administration, Bureau of Labor Relations, on a quarterly basis, a list of all employees who have been granted superseniority in accordance with the provisions of this Recommendation. The list shall contain the employee's name, union title, agency in which employed, work location, and local union designation. Changes to this list will be submitted by the president of the Union. Changes which have not been received by the Office of Administration, Bureau of Labor Relations, prior to the date the Union is informed of the furlough will not affect the list in existence prior to the announcement of the furlough and the number of supersenior positions allocated to the affected seniority unit shall not be changed. However, the Union shall have ten (10) days from the date it is notified of the furlough to notify the Employer of corrections that need to be made within the affected seniority unit due to turnover in the positions previously allocated. In addition, the Union shall be able to make corrections to the list of employees eligible for superseniority that are necessitated by statewide or local Union elections and the Employer is to be notified of such changes within ten (10) days after the election date.

b. The application of superseniority shall alter bumping rights provided for in Paragraph 7 of this Recommendation only to the extent that the employee holding superseniority shall be the last employee furloughed in the seniority unit and classification series which the employee holds at the time of furlough.

c. In the event that all employees in a classification are furloughed, including employees with superseniority, employees with superseniority status would be able to apply such superseniority status in classifications in the seniority unit to which employees have bumping rights.

d. Employees who have been granted superseniority and are furloughed shall be placed at the top of applicable recall lists in the seniority unit from which they are furloughed regardless of seniority standing as long as such employees remain on the superseniority list provided to the Employer in accordance with Subparagraph a. above.

16) Seniority unit means that group of employees in a classification(s) within an affected institutional, bureau, agency or department operational structure in a given geographic work area as listed in Appendices F and G of this Memorandum. The parties agree to meet and discuss concerning the classification series/seniority units listed in Appendices F and G.

17) Grievances to determine whether there has been a violation of the seniority provisions for furloughs as set forth in Paragraphs 7, 9 and 10 of this Recommendation may be submitted for arbitration in accordance with Recommendation No. 32, Paragraph 2.

18) When in the exercise of seniority rights provided in this Recommendation, two or more employees are deemed relatively equal in skill and ability, preferential rights shall be determined by Supervisory Unit seniority. If Supervisory Unit seniority proves to be the same, then agency service shall be used. If the agency service is the same, total state service shall be used to determine preferential rights. Total state service will be the leave service credit which appears on the employee's pay statement.

In the event that after the application of the above specified procedures, two or more employees have the same seniority, preferential rights shall be determined by lot.

The above procedure shall also be used to break ties among employees who have been granted superseniority.

19) The provisions of this Recommendation relating to promotions and filling of vacancies shall not be applicable to entrance level classifications.

20) Employees who formerly occupied classifications included in this Memorandum, and who are not now in units represented by PSSU and who are affected by furlough may not

bump into classifications previously held in supervisory units included in this Memorandum.

However, employees who formerly occupied classifications included in this Memorandum who elected the voluntary demotion/transfer option contained in the 1991-1993 Memorandum of Understanding may exercise that option, if available, during the term of this Memorandum.

RECOMMENDATION NO. 30

PERSONNEL FILES

1) There shall be an official personnel file for each employee in this unit. Each employee shall be given an opportunity to periodically examine the contents of his/her personnel file. If there is any disagreement as to the contents of the personnel file, an employee shall have the right to submit a statement concerning any material in his/her file and any such statement shall then become part of his/her personnel file. The official personnel file shall be maintained in accordance with Management Directive 505.18, as amended by the Employer.

In addition, if the official personnel file is maintained at a site other than the employee's worksite, the Employer shall take reasonable steps to provide the employee, once per year, with an opportunity to review the official personnel file within a reasonable time after the request is received. Such reviews shall be limited to one time per calendar year, unless otherwise agreed to.

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

3) If an employee is disciplined and subsequently, through utilization of the grievance procedure, is completely exonerated and the disciplinary action is rescinded, all material pertaining to the disciplinary action shall be removed from the employee's file.

RECOMMENDATION NO. 31

DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE

1) The Employer shall not demote (as a method of discipline), suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, or discharge beginning at the third step of the grievance procedure, subject to any conditions set forth in the grievance procedure under Recommendation No. 32. The Union

shall be notified by the Employer of any disciplinary demotion, suspension or discharge.

Except as provided in Recommendation No. 29, Paragraph 17, only discharges, suspensions, and disciplinary demotions may be submitted to the fifth step of the grievance procedure; that is, binding arbitration. The provisions of this Recommendation shall not be applicable to the demotion of any employee where in the opinion of the Employer, the performance of such supervisory employee is unsatisfactory. All other grievances shall cease at the fourth step. The decision of the Office of Administration in these cases shall be final and binding.

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

3) The provisions of this Recommendation shall not apply during the initial 180 calendar days of probationary employment or during any extension of such probationary periods. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the initial six months or any extension period. In no event will the probationary period be less than 180 calendar days.

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

5) Upon request, an employee shall be entitled to Union representation:

- a. throughout the grievance procedure;
- b. during any meeting in which allegations are to be made which the employee reasonably believes could lead to discipline; or
- c. during any meeting held for the purpose of imposing discipline.

6) Employee signatures on disciplinary documents shall constitute mere notification and shall not be construed as an admission against interest.

7) No transcripts or tape recordings may be made of a disciplinary meeting.

8) In the event any action is taken by the Employer under the provisions of this Recommendation which involves alleged patient abuse and a grievance is filed by any employee, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

9) The Commonwealth agrees to meet and discuss at the request of the Union over the SEAP Program. It is understood that the Union has not waived its right to meet and discuss over Conditions of Continued Employment for individual employees.

10) An employee who is the subject of an Inspector General investigation will be notified when the investigation is concluded. The employee who is not being subject to disciplinary action will be notified at the conclusion of the investigation that the allegations were either "unfounded" or unsubstantiated". An employee shall be deemed a subject of an investigation when the employee has been accorded a "subject interview".

11) The Employer and the Union agree to continue the alternative forms of discipline in lieu of suspension actions program in accordance with the sideletter dated March 10, 2000.

RECOMMENDATION NO. 32

GRIEVANCES AND ARBITRATION

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 grievance procedure provided for herein shall cease, if the employee has submitted a grievance, or the employee shall not be entitled to institute proceedings under the 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 grievance filed within the time limits set forth in Paragraph 2 shall be permitted.

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

STEP 1. The employee, either alone or accompanied by the Union representative, or the Union where entitled, shall present the grievance orally or in writing to the immediate supervisor, or in the case of the Department of Public Welfare, to the District Manager of a district office of a County Assistance Office, or to a designated management representative in a single office County Assistance Office, an institution, or a Youth Development Center, within 15 working days of the date of its occurrence, or when the employee knew or by reasonable diligence, should have known of its occurrence. The supervisor or designated management representative shall attempt to resolve the matter and report the decision to the employee orally or in writing within 15 working days of its presentation.

STEP 2. In the event the grievance is not settled at Step 1, the appeal must be presented in writing by the employee or Union representative to the head of his/her division, bureau,

institution, or equivalent organizational unit or in the case of the Department of Public Welfare, to the Executive Director of a County Assistance Office, Institution Superintendent, or Director of a Youth Development Center, within 15 working days after the Step 1 response is due or received. The official receiving the written appeal, or the designated representative, shall respond in writing to the employee and the Union representative within 15 working days after receipt of the appeal.

STEP 3. An appeal from an unfavorable decision at Step 2 shall be presented by the employee or Union representative to the agency head or designated representative within 15 working days after the response from Step 2 is due or received. The agency head or designated representative shall respond in writing to the employee and Union representative within 15 working days after receipt of the appeal.

STEP 4. In the event the grievance has not been satisfactorily resolved in Step 3, written appeal may be made by the employee or Union representative within 15 working days after the response from Step 3 is due or received to the Bureau of Labor Relations, Office of Administration and shall contain a copy of the Step 2 and Step 3 decisions. The Bureau of Labor Relations, Office of Administration shall issue a decision in writing to the employee and/or the Union within 15 working days after receipt of the appeal.

STEP 5. An appeal from an unfavorable decision at Step 4 only in the case of a discharge, disciplinary demotion or suspension which has not occurred as a result of a strike or in the case of a grievance to determine whether there has been a violation of the seniority provisions for furloughs as set forth in Recommendation No. 29, Paragraphs 7, 9 and 10 may be initiated by the Union serving upon the Employer notice in writing of the intent to proceed to arbitration within 20 working days after the response from Step 4 is due or received. Said notice shall identify the provisions of the Memorandum, the department, the employee involved, and a copy of the grievance. The decision of the Office of Administration at Step 4 of the grievance shall be final in all other cases.

The Union may present grievances concerning agency-wide decisions directly to Step 3 within 15 working days of the date of occurrence or when the Union knew or by reasonable diligence, should have known of its occurrence. In addition, if Health & Safety concerns have been discussed with the Local Health & Safety Committee and cannot be resolved, then grievances concerning the issues discussed can be submitted directly to the third step.

The arbitrator is to be selected by the parties. Representatives of the Employer and the Union shall meet weekly, or at any other interval mutually agreed upon, for the purpose of selecting an arbitrator for those cases which the Union has given notice of intent to arbitrate.

If the parties fail to agree on an arbitrator, either party may request the American Arbitration Association to submit a list of seven possible arbitrators. The parties shall meet within five working days of the receipt of said list for the purpose of selecting the arbitrator by alternately

striking one name from the list until one name remains. The Employer shall strike the first name.

In the interest of expediting arbitration of disputes involving discharges, the parties agree to utilize advance scheduling of fixed hearing dates with individual arbitrators. Each case shall be considered on its merits and the Memorandum shall constitute the basis on which the decision shall be rendered. The decision at Steps 1, 2, and 3 shall not be used as a precedent for any subsequent case.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Memorandum. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

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

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

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

3) For those grievances concerning disciplinary suspensions of thirty (30) days or less, the arbitrator shall be selected in accordance with the following procedure:

- a. Upon the Employer's receipt of a request for arbitration, the Employer and the Union shall agree on a date and location of the hearing.
- b. When agreement has been reached on the date and location of the hearing, the Employer shall immediately notify the Director of the Pennsylvania Bureau of Mediation (hereinafter Director). The Director shall appoint an arbitrator from the list of arbitrators agreed to by the Employer and the Union who is able to serve on the date and at the location specified by the parties. The Director shall notify the Employer and the Union of the selection.
- c. The Employer and the Union shall submit a list of arbitrators to the Director for use

in this procedure. Either the Employer or the Union, at its discretion, may remove any arbitrator from the list provided to the Director. By mutual agreement, the parties may add arbitrators to the list provided to the Director.

- d. Either party may exempt a particular grievance from this procedure. Both parties, by mutual agreement may add other grievances to this procedure including any that may be backlogged.

4) The Union is the exclusive representative of all the employees in the unit throughout the grievance procedure provided that any individual employee or group of employees shall have the right at any time to present grievances to their Employer and to have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of the Memorandum then in effect; and, provided further, that the representative has been given an opportunity to be present at such adjustment.

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

An aggrieved employee and Union representative, if employees of the Employer, shall be granted reasonable time during work hours, if required, to process grievances in accordance with this Recommendation without loss of pay or leave time.

RECOMMENDATION NO. 33

NON-DISCRIMINATION

1) Both the Employer and the Union agree not to discriminate against any employee on the basis of race, religious creed, color, ancestry, sex, marital status, age, national origin, union membership or lack thereof, disability, sexual orientation, AIDS or HIV status, or political affiliation.

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 Employer will investigate all reported allegations of sexual harassment.

The Employer will remedy substantiated instances of such harassment. An employee who has filed a sexual harassment complaint will be notified when the investigation has been concluded. The employee will be informed of the results of the investigation.

RECOMMENDATION NO. 34

UNIFORMS, CLOTHING & EQUIPMENT

1) The Employer shall provide any device, apparel or equipment necessary to protect employees from injury in accordance with the practice now prevailing. Where special tools are required for accomplishing work assignments, the Employer shall be responsible for supplying the same. Where the tools customarily used in a trade or craft are not required to be supplied by the employee, such requirement shall continue; where such tools are presently supplied the practice shall continue.

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

RECOMMENDATION NO. 35

RETIREMENT

1) A joint committee shall be established to study and make recommendations concerning the State Employees' Retirement System. If the Employer and the Union agree to such recommendations, then both parties shall support the adoption of legislation necessary for their implementation.

2) In the event the State Employees' Retirement Code is amended during the term of this Memorandum to authorize dues deductions for retired public employee associations, the parties agree to meet and discuss whether or not the Memorandum should be amended to incorporate changes permitted by the amendment to the Code.

RECOMMENDATION NO. 36

GENERAL PROVISIONS

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

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

3) The Employer will make the results of civil service tests for present employees available to local representatives upon request.

4) Reasonable use of telephones for local calls on personal business by employees is permitted in accordance with existing practices where such use does not interfere with the efficiency of the operation. Long distance calls are permitted provided they are collect or are charged to personal credit cards or the employee's home telephone number.

5) Furlough Periods

The Employer acknowledges that its agencies should generally refrain from entering into new subcontracting agreements for services in an institution, district or local area during periods of time when the agency's permanent full-time employees in that institution, district or local area who normally perform that type of work are on furlough and eligible for recall. Unless precluded by an urgent need for the services, an agency will notify the Union prior to any variance from this policy and meet with the Union, upon request, to discuss the reason for the proposed subcontract and recommendations by the Union for alternative methods of providing such services.

6) The Employer agrees to abide by applicable Federal rules and regulations of the Workforce Investment Act (WIA) where the Employer utilizes the services of any WIA participant in any of the WIA program activities at any worksite under the Employer's jurisdiction. The Employer agrees to abide by applicable state rules and regulations concerning the implementation of the WIA Program.

7) The Employer and the Union agree that Article 36, Section 5 of the collective bargaining agreement regarding alternative methods of scheduling shall also be applicable to employees in the supervisory unit.

8) The Employer shall continue its present practice of granting up to one day of administrative leave per year to a reasonable number of employees who attend training seminars conducted by the Union to the same general extent that this has been granted in prior years.

9) In the event the Public Employee Relations Act is amended during the term of this Memorandum, the parties agree to meet and discuss concerning the amendments to determine whether or not this Memorandum should be amended to incorporate changes permitted by the amendments to the Act. It is clearly understood that if this Memorandum is reopened for meet and

discuss for this purpose, the provisions of Recommendation No. 41, Peace and Stability, will remain in full force and effect.

10) Employees should be treated in a respectful manner which does not embarrass them or demean their dignity. The appropriate forum for addressing incidents which are inconsistent with this principle shall be the Labor-Management meetings under this Memorandum.

11) Representatives of employees covered by this Memorandum may participate in any meet and discuss which may occur, regarding concerns of the Union with respect to physical and emotional stress upon employees.

12) The Employer agrees to meet and discuss, upon request of the Union, concerning child care facilities, job sharing programs, and performance evaluations. Such requests for meet and discuss shall be sent to the Director of the Bureau of Labor Relations, Office of Administration.

13) The Employer shall provide liability coverage and legal defense as detailed in Title 4 Pa. Code Chapter 39 and Management Directives 205.6 and 630.2 as may be amended by the Employer.

14) The Employer agrees to meet and discuss at the request of the Union, at the Agency level regarding the allocation of time and office space in order to complete supervisory activities related to subordinates (such as performance evaluations, counseling and discipline).

15) Where questions arise concerning workload equalization, the Employer agrees to meet and discuss, at the request of the Union, at the Agency level.

16) The parties agree that employees represented by PSSU are subject to the provisions of the Department of Corrections Drug and Alcohol Testing Program contained in Appendix H, The Drug Interdiction Equipment Program, Department of Corrections Policy Number 6.3.15; as amended and the K-9 Program, Department of Corrections Policy Number 6.3.14, as amended, effective July 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 Union.

The Commonwealth and the Union 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 a 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 supervisory unit.

RECOMMENDATION NO. 37

SAFETY AND HEALTH

1) The Employer will make every reasonable effort to assure compliance with laws affecting the health and safety of employees. The Employer shall inform the local union steward when representatives of the Bureau of Occupational & Industrial Safety, Department of Labor & Industry are on the premises and a designated union steward located on the premises shall be allowed to accompany such representatives on tours of the worksite to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of regulatory agencies who are at the work site for the purpose of safety inspections, the Employer shall inform the local union steward. When the Union requests an inspection of any building, the Union shall notify the office manager of such request which notice shall include the name of the agency which will conduct the inspection and where possible include the date and time of the inspection.

Current leases will be made available to the Union for its inspection and copies of such leases will also be available to the Union, provided any cost involved must be assumed by the Union. Violations of lease provisions will be vigorously pursued and diligent corrective action will be taken by the Employer to assure compliance. The Employer shall meet and discuss, at the request of the Union, prior to the renewal of any lease regarding Union complaints concerning the building in question and the Union's recommendation regarding the renewal of the lease. A designated union steward on the premises and, by mutual agreement between the Employer and the Union, an additional employee may be granted reasonable time off without loss of pay or leave time to inspect buildings prior to the meet and discuss on lease renewals or prior to occupancy of new buildings. When a new lease or a lease renewal is signed by the Employer, a copy will be sent to the Union.

At those work locations where Health and Safety committees are in existence and are composed of representatives of various employee organizations, a representative of the Union shall be on such committee. The Employer also shall inform the Union as to which of its representatives can make decisions on individual office closings.

2) The Employer will continue its prohibition against assignment of employees to any work area in any buildings owned or leased by the Commonwealth where there is a clear and

present danger to their safety.

3) The Employer will continue to take appropriate action to protect its employees from injury while at work in any buildings owned or leased by the Commonwealth. Where clear and present hazardous conditions exist at a worksite, the Employer shall post appropriate warning signs.

4) a. In work sites where actual violence is a continuing problem, the Commonwealth shall provide adequate safeguards, including security guards where necessary.

b. At those sites where employees are continually faced with threats of physical harm and/or verbal abuse, local representatives of the Employer and the Union shall meet to develop local policies to deal with such occurrences. If no agreement can be reached, then the Employer and the Union shall meet and discuss at the Agency level to develop local policies to deal with such occurrences.

c. An employee who is a victim of an assault arising out of his/her employment with the Employer will be granted sufficient time off without loss of pay or leave time to file related criminal charges. If the Employer is subsequently made aware of the necessity for the employee to testify at any criminal proceeding arising out of such work-related criminal charge, the employee shall be granted reasonable time off without loss of pay or leave time. The provisions of this Paragraph shall not be applicable where the employee is the aggressor.

5) Employees in DPW Institutions that deal directly with patients shall be given training in resident control and self-defense.

6) In Institutions in the Department of Public Welfare, Management should state on the patient/resident/client record when a patient/resident/client has a communicable disease or is suspected of having a communicable disease. Management will take the necessary preventative action in accordance with existing practice. The Employer shall continue to provide in-service training on communicable diseases.

Employees who are authorized by the Employer to receive Hepatitis "B" immunizations because of a job-related need to receive such immunizations will have the time spent receiving such immunizations counted as hours worked.

7) Upon request, the Union shall be provided with copies of reports concerning work-related accidents provided the Union has obtained the express written approval of the employee involved.

8) The matter of safety education and training is an appropriate subject for discussion at the local health and safety committee meetings. In addition, the committee should also review local emergency and evacuation plans and the posting of such plans.

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

10) The Employer agrees to meet and discuss, at the request of the Union, concerning procedures for inspecting the heating, ventilation, and air-conditioning equipment prior to occupancy of a new building. Such request is to be submitted directly to the Office of Administration, Bureau of Labor Relations.

RECOMMENDATION NO. 38

JOB TRAINING

The Employer recognizes that job training is an appropriate subject for meet and discuss and that relevant training for each new employee and for employees who are transferred or reassigned (including promotion) to duties or functions which are substantially different from those performed prior to transfer or reassignment are proper subjects for such meet and discuss.

RECOMMENDATION NO. 39

EQUAL EMPLOYMENT OPPORTUNITY

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

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

The Employer recognizes its responsibility to meet and discuss with the Union on issues of career development and equal employment opportunity.

RECOMMENDATION NO. 40

UNION BUSINESS

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

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

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

Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the human resource officer or designated representative. If the Union representative is an employee of the Employer, he/she shall request from his/her immediate supervisor reasonable time off from his/her regular duties to process such grievances. The Employer will provide a reasonable number of employees with time off, if required, to attend meet and discuss sessions, the purpose of which are to discuss the terms of a successor Memorandum.

RECOMMENDATION NO. 41

PEACE AND STABILITY

No strike for any reason shall occur by employees of this supervisory unit and the Employer may summarily discipline, suspend, demote, or discharge any employee who engages in a strike as that term is defined under the Pennsylvania Public Employee Relations Act of 1970.

RECOMMENDATION NO. 42

LABOR-MANAGEMENT COMMITTEE

Committees composed of representatives of the Union and the Employer are to be established at each work location to resolve problems dealing with the implementation of this Memorandum and to discuss other labor-management problems that may arise. The levels at

which these committees are to function may be determined by agency or departmental discussions. Understandings reached by such committees must be consistent with the terms of this Memorandum.

RECOMMENDATION NO. 43

FAMILY CARE LEAVE

1) After completing one year of service, permanent employees shall be granted upon written request, up to six months of family care leave without pay with benefits, on a rolling twelve month year basis, for the purpose of attending to the medical needs of a spouse, 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 twelve 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 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, sick leave without pay used under Recommendation 17, Paragraph 5.a), and parental leave without pay used under Recommendation No 18, Paragraph 1.a). Leave used under these Recommendations 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 17, Paragraph 5.a), and/or Recommendation 18, Paragraph 1.a), 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 25, Paragraph 3.

2) State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendation Nos. 24 and 25 will continue for the period of time the employee is on family care leave without pay with benefits under Paragraph 1 of this

Recommendation.

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.

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

5) An employee shall have the right to return to the same position in the same classification held before going on family care leave, or to an equivalent position with regard to pay and skill for absences under Paragraph 1 of this Recommendation. After commencing the extension period under Paragraph 3 of this Recommendation and upon receipt of a written request to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this 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.

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 partner who is:

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

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 Sections 2601 et seq.

8) This Recommendation becomes effective January 1, 2008. Absences occurring before January 1, 2008 shall be covered by the provisions of Recommendation No. 43, Family Care Leave, of the Memorandum between the Commonwealth of Pennsylvania and PSSU effective July 1, 2003 through June 30, 2007.

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

RECOMMENDATION NO. 44

TECHNOLOGICAL AND METHODOLOGICAL CHANGE

In the interest of facilitating the implementation of technological and methodological changes in the Social and Rehabilitative Service Meet and Discuss Unit and minimizing the potentially disruptive effect of this implementation, Union and Management agree to meet and discuss issues of concern as a result of implementation of technological and methodological changes.

1) Management will give reasonable notice in advance of proposed technological and methodological changes including the introduction of VDT's in the workplace. In such cases, Management recognizes the need to provide the following information, upon request, to the Union:

- a. Details of proposed methods of operation of the new system and the task(s) it will perform.
- b. Proposed timetable for the introduction of the new technology and methodology.
- c. Any proposed changes in systems of performance measurement or of individual control or supervision implied by the new system.

2) The Union and Employer agree to meet and discuss the introduction and impact of proposed or actual technological or methodological changes, including but not limited to:

- a. Resulting classification changes, which arise from new methods or means of performing tasks;

- b. Planning and timing of the introduction of the new equipment;
- c. Method and speed of the introduction of the new equipment;
- d. Ergonomic considerations;
- e. Health and Safety considerations;
- f. Training availability;
- g. Job Redesign;
- h. The realignment and/or reassignment of any or all employees' work at the location(s) in question between and among classifications and/or supervisory units or to independent contractors or consultants if such is necessary to facilitate the utilization of proposed or actual technological or methodological changes.

After a meet and discuss of the matter, the Employer shall have the right to implement any such technological or methodological changes.

3) VDT operators who become pregnant have the right to request a transfer to another job within the workplace. Such transfer requests will be granted by Management, where operationally feasible. The operator may transfer back to the original position when an opening becomes available.

4) VDT operators shall be given training in the use and safety and health considerations of VDT use.

5) The forum for issues relating to this Recommendation shall be the appropriate Meet and Discuss Committee.

6) The provisions of this Recommendation shall automatically expire on June 29, 2011, and shall be replaced by the provisions of Recommendation No. 44 as contained in the 1988-1991 Memorandum between the Employer and the Union.

RECOMMENDATION 45 LEAVE DONATION PROGRAM

1) Permanent employees may donate annual and personal leave to a designated permanent employee in the employee's agency who has used all accrued and anticipated paid

leave for the current leave calendar year. The leave is to be used for the recipient's own catastrophic injury or illness or for the catastrophic injury or illness of a family member. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Recommendation 12, Paragraph 7.

2) Recipients

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

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

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

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

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

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

(2) For the catastrophic 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.

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

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

h. 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 illness or injury.

i. 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.

j. 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.

3) Donors

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

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

c. The donation is effected by the completion and submission of a Request to Donate Leave to the agency Human Resource Office. Leave is deducted from the donor's annual

and/or personal leave balance at the time of donation and transferred to the recipient in order by the date and time the Request to Donate Leave form is received.

d. Unused donations are returned to the donor if: the recipient or family member recovers, dies, or separates before the donor's leave is used; or if the recipient does not use the leave by the end of the leave calendar year, and is expected to either return to work within 20 workdays or to have sufficient anticipated leave available in the new year to cover the absence. In accordance with 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 12, Paragraph 7.

4) The provisions of this Recommendation are not grievable under Recommendation 32 of this Memorandum.

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

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 NO. 46

TERM OF MEMORANDUM

The recommendations set forth in the Memorandum reflect the determination arrived at by the Commonwealth after discussions with the Union as required by the Pennsylvania Public Employe Relations Act and shall be effective as of July 1, 2007. It is further understood that the Union waives any right for further discussions on matters deemed bargainable for rank and file employees covering the period of time up to June 30, 2011.

COMMONWEALTH OF PENNSYLVANIA

SEIU, LOCAL 668 - PSSU

Naomi Wyatt
Secretary of Administration

State System of Higher Education

Kathy Jellison
President
SEIU, Local 668-PSSU

Roni Hamiel
Secretary-Treasurer
SEIU, Local 668-PSSU

APPENDIX E

CLASSIFICATION SERIES AND ENTRANCE LEVEL CLASSIFICATIONS F5 SOCIAL AND REHABILITATIVE SERVICES UNIT FIRST-LEVEL SUPERVISORY

NOTE: Entrance Level Classification is identified by an asterisk.

NOTE: Must be read in conjunction with Appendix F and G.

CLASS CODE	CLASS TITLE
F5	
*22980	UC Claims Supervisor
*06155	Career Link Program Supervisor
*06430	Employment Security Specialist 3
*06470	Workforce Development Supervisor
*06651	Employment Security Operations Examiner Supervisor
07403	Claims Investigation Agent Supervisor
*07425	Child Support Enforcement Specialist Supervisor
* 16302	Human Resources Development Specialist 3
* 21260	Food and Nutrition Services Adviser 2
* 31130	Occupational Therapist Supervisor
*31131	Forensic Occupational Therapist Supervisor
*31386	Forensic Activities Services Supervisor
*31388	Forensic Therapeutic Recreational Services Supervisor
*31390	Forensic Vocational Adjustment Services Supervisor
* 31470	Residential Services Supervisor
* 31530	Speech, Language and Hearing Specialist Supervisor
* 31840	Vocational Adjustment Services Supervisor
*31890	Therapeutic Activities Services Supervisor
* 31940	Therapeutic Recreational Services Supervisor
38440	Drug and Alcohol Treatment Supervisor
* 40020	Childline Supervisor
* 40080	Social Worker Supervisor
*40081	Forensic Social Worker Supervisor
* 40130	Income Maintenance Examiner Supervisor
* 40170	Court Liaison Program Supervisor
* 40910	Welfare Policy Specialist 2
* 41820	Youth Development Counselor Supervisor
* 43030	Psychological Services Associate Supervisor
* 43040	Psychologist
* 43611	Children, Youth and Families Licensing Program

Administrator

- * 43631 Mental Retardation Licensing Program Administrator
- * 43681 Adult Personal Care Homes Licensing Administrator
- * 44730 Income Maintenance Casework Supervisor
- * 44835 Vocational Rehabilitation Supervisor
- * 45140 Disability Adjudications Supervisor
- * 47550 Corrections Counselor Supervisor
- * 48940 Volunteer Resources Coordinator Supervisor
- * 49830 Human Relations Representative 3

APPENDIX F

ORGANIZATIONAL AND GEOGRAPHICAL SENIORITY UNITS

NOTE: To be read in conjunction with Classification Series and Entrance Level Classifications specified in Appendix E.

DEPARTMENT OF AGING

Promotions and Furloughs

1. Headquarters

DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

Promotions and Furloughs

1. Headquarters
2. Each of five (5) Regions (Harrisburg, Pittsburgh, Erie, Scranton and Philadelphia)

DEPARTMENT OF CORRECTIONS

Furlough

1. Headquarters
2. Each Institution
3. Community Corrections Center by Region

Promotions

1. Headquarters
2. Each Institution
3. Each Community Corrections Center

DEPARTMENT OF EDUCATION

Promotions and Furloughs

1. Headquarters

2. Scranton

DEPARTMENT OF HEALTH

Promotions and Furloughs

1. Headquarters

HUMAN RELATIONS COMMISSION

Furloughs and Promotions

1. Headquarters
2. Harrisburg Regional Office
3. Pittsburgh Regional Office
4. Philadelphia Regional Office

DEPARTMENT OF LABOR AND INDUSTRY

OFFICE OF VOCATIONAL REHABILITATION (OVR)

Promotions and Furloughs

1. Headquarters
2. Each District Office
3. Johnstown Rehabilitation Center

BUREAU OF DISABILITY DETERMINATION (BDD)

Promotions and Furloughs

1. Each Disability Determination Office (3)
2. Headquarters

BUREAU OF WORKFORCE DEVELOPMENT AND PARTNERSHIP

Promotions and Furloughs

1. Headquarters/Central Office (Southcentral Workforce Investment Area)

2. All Other Workforce Investment Areas

BUREAU OF UNEMPLOYMENT COMPENSATION BENEFITS AND ALLOWANCES (BUCBA)

1. Headquarters/Central Office (Dauphin County)
2. Each other County (66)

BUREAU OF EMPLOYER TAX OPERATIONS (BETO)

1. Headquarters/Central Office (Dauphin County)
2. Each other County (66)

OFFICE OF INFORMATION TECHNOLOGY (OIT)

1. Headquarters/Central Office (Dauphin County)
2. Each other County (66)

OFFICE OF GENERAL COUNSEL/CHIEF COUNSEL

1. Headquarters/Central Office (Dauphin County)
2. Each other County (66)

BUREAU OF WORKERS' COMPENSATION

1. Headquarters/Central Office (Dauphin County)
2. Each other County (66)

OFFICE OF UC SERVICE CENTERS (OUCSC)

1. Headquarters/Central Office (Dauphin County)
2. Each UC Service Center

MILITARY AND VETERANS AFFAIRS

1. Each Veterans' Home

OFFICE OF INSPECTOR GENERAL/DEPARTMENT OF PUBLIC WELFARE

Claims Investigation Agent Supervisors in the Office of Inspector General - Office of Welfare Fraud, Investigations and Recovery Management/Department of Public Welfare-OIM Bureau of Child Support Enforcement and Office of Administration-Bureau of Financial Operations

Furloughs and Promotions

- a. Central Office
- b. Central Region (Adams, Bedford, Blair, Bucks, Cambria, Centre, Chester, Clearfield, Cumberland, Dauphin, Delaware, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Mifflin, Montgomery, Perry, Somerset, York)
- c. Northeast Region (Berks, Bradford, Carbon, Clinton, Columbia, Lackawanna, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Pike, Potter, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming)
- d. Southeast Region (Philadelphia)
- e. Western Region (Allegheny, Armstrong, Beaver, Butler, Cameron, Clarion, Crawford, Elk, Erie, Fayette, Forest, Greene, Indiana, Jefferson, Lawrence, McKean, Mercer, Venango, Warren, Washington, Westmoreland)

DEPARTMENT OF PUBLIC WELFARE

Promotions and Furloughs

- 1. Headquarters
- 2. Each Institution (YDC, YFC, MH Hospital, **former Harrisburg State Hospital and MR Center, ***Former Altoona Center)
- 3. Each County Assistance Office (67)
- 4. Each Regional or Area office
- 5. Each Regional Field/Area Office, OIM Bureau of Child Support Enforcement
 - a. Philadelphia Area Office
 - b. Harrisburg Area Office

- c. Pittsburgh Area Office
 - d. Wilkes-Barre Area Office
6. Each Regional Field/Area Office, OIM, Bureau of Program Evaluation
- a. Norristown/Philadelphia Region
 - b. Harrisburg Region
 - c. Pittsburgh/Meadville Region
- * Loysville, South Mountain Secure Treatment Center (SWSTU), and NCSTU (located at Danville) will be considered separate units.

STATE SYSTEM OF HIGHER EDUCATION

Promotions and Furloughs

1. Each University

APPENDIX G

EXPANDED ORGANIZATIONAL AND GEOGRAPHICAL SENIORITY UNITS FIRST-LEVEL SUPERVISORY

NOTE: To be read in conjunction with Classification Series and Entrance Level Classification specified in Appendix F.

DEPARTMENT OF CORRECTIONS

Furlough

1. Headquarters
2. Each Institution
3. Community Corrections Center by Region

Recall only

1. All Correctional Institutions on a Statewide basis for employees furloughed from an individual Correctional Institution.
2. Community Corrections Center by Region

DEPARTMENT OF HEALTH

Recall Only

1. Headquarters

DEPARTMENT OF LABOR AND INDUSTRY

OFFICE OF VOCATIONAL REHABILITATION

Expanded Furlough/Recall Seniority Units (excluding the Bureau of Blindness and Visual Services)

Expanded Furlough/Recall Seniority Units

- | | | | |
|----|---|----|--|
| 1. | Erie
New Castle
Pittsburgh
Washington | 4. | Harrisburg
York
Allentown
Reading |
| 2. | DuBois
Johnstown
Hiram G.Andrews
Center (recall only)
Altoona | 5. | Philadelphia
Norristown |
| 3. | Wilkes-Barre
Williamsport | | |

BUREAU OF BLINDNESS AND VISUAL SERVICES

1. All statewide locations

BUREAU OF WORKFORCE DEVELOPMENT PARTNERSHIP

1. Recall only – Each region for employees furloughed from a County Office
2. If a furloughed employee does not have a bump within the seniority unit, that employee shall have a second bump into a UC Claims Intermittent Intake Interviewer or UC Claims Interviewer position in the applicable UC Service Center as set forth in the county list below, provided that the employee previously held an unemployment compensation classification in the bargaining unit.

Allentown UC
Service Center

Berks
Carbon
Lehigh
Northampton
Schuylkill

Indiana UC
Service Center

Armstrong
Butler
Cambria
Indiana
Jefferson

Altoona UC
Service Center

Bedford
Blain
Centre
Clearfield
Clinton
Fulton
Huntingdon
Juniata
Mifflin
Somerset

Lancaster UC
Service Center

Adams
Chester
Cumberland
Dauphin
Franklin
Lancaster
Lebanon
Perry
York

Duquesne UC
Service Center

Allegheny
Beaver
Fayette
Greene
Washington
Westmoreland

Philadelphia UC
Service Center

Bucks
Delaware
Philadelphia
Montgomery

UC Service Center

Cameron
Clarion
Crawford
Elk
Erie
Forrest
Lawrence
McKean
Mercer
Potter
Venango
Warren

Scranton UC
Service Center

Bradford
Columbia
Lackawanna
Luzerne
Lycoming
Monroe
Montour
Northumberland
Pike
Sullivan
Susquehanna
Tioga
Union
Wayne
Wyoming

Erie

DEPARTMENT OF PUBLIC WELFARE

Furloughs and Recall

1. All MH Hospitals and MR Centers in the appropriate region for the employees furloughed from an individual MH Hospital and MR Center.

Regions for this purpose shall be:

- a. Southeastern Region of DPW (Norristown State Hospital)
 - b. Northeastern Region of DPW (Allentown State Hospital, Wernersville State Hospital, Clarks Summit State Hospital, Hamburg Center, and White Haven Center)
 - c. Central Region of DPW (Danville State Hospital, South Mountain Restoration Center, Ebensburg Center and Selinsgrove Center)
 - d. Southwestern Region (Mayview State Hospital, and Torrance State Hospital).
 - e. Northwestern Region (Polk Center and Warren State Hospital).
2. All YDC's or YFC's in the appropriate DPW region - for employees furloughed from an individual YDC or YFC.
 3. County Assistance Offices in the appropriate grouping listed below for employees furloughed from an individual County Assistance Office.

A.
Erie
Crawford

B.
Mercer
Lawrence

C.
Jefferson
Clearfield
Elk

D.
McKean
Potter
Cameron

E
Venango
Clarion

F.
Warren
Forest

G.
Berks
Lehigh
Northampton

H.
Schuylkill
Carbon
Luzerne
Wyoming

I.
Monroe
Lackawanna
Wayne
Pike

J.
Tioga
Bradford
Sullivan
Susquehanna

K.
Dauphin
Lebanon
Perry

L.
Cumberland
Adams
Franklin

M.
Lancaster
York

N.
Allegheny

O.
Chester
Montgomery
Delaware
Bucks

P.
Philadelphia

Q.
Cambria
Blair
Somerset
Bedford
Fulton

R.
Lycoming
Northumberland

S.
Centre
Huntingdon
Mifflin
Juniata

T.
Clinton
Union
Snyder

U.
Montour
Columbia

V.
Washington
Westmoreland
Fayette
Greene

W.
Indiana
Armstrong

X.
Butler
Beaver

APPENDIX H

CLASS CODES/TITLES

<u>Barg. Unit</u>	<u>Class Code</u>	<u>Class Title</u>	<u>Pay</u> <u>Scale Group</u>
<i>F5</i>	43681	Adult Personal Care Homes Licensing Administrator	08
	06155	Career Link Program Supervisor	07
	07425	Child Support Enforcement Specialist Supervisor	07
	40020	ChildLine Supervisor	07
	43611	Children, Youth & Family Licensing Prgm Adm	08
	43631	Mental Retardation Licensing Program Admin	08
	06155	Career Link Program Supervisor	07
	40020	Childline Supervisor	07
	40810	Children Youth Policy Specialist 2	08
	07403	Claims Investigation Agent Supervisor	07
	47550	Corrections Counselor Supervisor	08
	40170	Court Liaison Program Supervisor	08
	45140	Disability Adjudication Supervisor	08
	38440	Drug & Alcohol Treatment Specialist Supervisor	08
	06651	Employment Security Operations Examiner Spvr	07
	06430	Employment Security Specialist 3	08
	21260	Food And Nutrition Services Adviser 2	08
	31131	Forensic Occupational Therapist Supervisor	09
	40081	Forensic Social Worker Supervisor	08
	31386	Forensic Therapeutic Activities Service Supervisor	07
	31388	Forensic Therapeutic Recreational Services Spvr	07
	31390	Forensic Vocational Adjustment Services Supervisor	07
	49830	Human Relations Representative 3	08
	16302	Human Resources Development Supervisor	08
	44730	Income Maintenance Casework Supervisor	07
	40130	Income Maintenance Examiner Supervisor	08

<u>Barg. Unit</u>	<u>Class Code</u>	<u>Class Title</u>	<u>Pay</u>
<i>F5</i>			<u>Scale Group</u>
	43631	Mental Retardation Licensing Program Administrator	08
	31130	Occupational Therapist Supervisor	09
	43030	Psychological Services Associate Supervisor	08
	43040	Psychologist	08
	31470	Residential Services Supervisor	07
	40080	Social Worker Supervisor	08
	31530	Speech, Language & Hearing Specialist Supervisor	08
	31940	Therapeutic Activities Services Supervisor	07
	31890	Therapeutic Recreational Services Supervisor	07
	22980	UC Claims Supervisor	07
	31840	Vocational Adjustment Services Supervisor	07
	44835	Vocational Rehab Supervisor	08
	48940	Volunteer Resources Coordinator Supervisor	08
	40910	Welfare Policy Specialist 2	08
	06470	Workforce Development Supervisor	08
	41820	Youth Development Counselor Supervisor	07

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 Collective Bargaining Agreement.

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, Benzodiapin and Quaaludes (Methaqualine).
- 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 person and/or 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	25 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 Drug Testing thresholds enumerated above will be changed as of the same effective date.

** These cutoff levels are established with acceptable certified laboratory testing standards and are subject to change when advances in technology or other considerations warrant identification of these substances in other concentrations and the certified laboratory standards are changed.

- 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 union 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.
 - 3) 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 person and/or 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 Procedures Manual, Policy Number 6.3.12, 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 person and/or property by a K-9 detects the presence of contraband in accordance with the Department of Corrections, Drug Interdiction Procedures Manual 6.3.12, 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 are 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 bargaining 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 bargaining 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.