Recommendation 1: RECOGNITION: No change.

Recommendation 2: UNION SECURITY: No change.

Recommendation 3: DUES DEDUCTION: No change.

Recommendation 4: PAYROLL DEDUCTION: No change.

Recommendation 5: CREDIT UNION: No change.

Recommendation 6: HOURS OF WORK:

The parties will develop a letter of understanding that reflects their intent to meet and discuss per Section 8f concerning standardization of alternate work schedule language and discussion about the criteria that can be considered to prove a reasonable expectation that an alternate work schedule will improve operational efficiency and/or service delivery.

Recommendation 7: REST PERIODS: No change

Recommendation 8: MEAL PERIODS: No change

Recommendation 9: EATING AND SANITARY FACILITIES: No change.

Recommendation 10: HOLIDAYS: No change

Recommendation 11: PERSONAL LEAVE DAYS:

One additional personal day per each year that an employee does not utilize any sick leave (with the exception of sick leave for bereavement purposes).

Recommendation 12: SICK AND BEREAVEMENT LEAVE:

(Note: All changes to be effective at the beginning of the 2012 leave calendar year)

Section 1: Decrease the sick leave accrual rate to provide a maximum of eleven (11) days per leave earning year.

New Section: Effective at the beginning of the 2012 leave calendar year, employees who use no sick leave in a leave calendar year shall earn one additional personal leave day to be used in the following leave calendar year. While sick bereavement leave shall not count for the purposes of this section; all other types of paid sick leave (personal sick leave, SPF sick leave, work-related
injury sick leave, and sick family), unpaid sick leave used for SPF reasons, and paid and unpaid leave used for work-related injuries shall count for such purposes.

Recommendation 13: VACATIONS:

Employees hired after July 1, 2011 will have vacation capped at 20 days after 25 years of service. For current employees language remains the same.

Recommendation 14: LEAVES OF ABSENCES: No change

Recommendation 15: CIVIL LEAVE: No change

Recommendation 16: MILITARY LEAVE: No change

Recommendation 17: LEAVES OF ABSENCES WITHOUT PAY:

Effective at the beginning of the 2012 leave calendar year, employees may elect to retain up to ten (10) sick days upon commencement of SPF leave.

Recommendation 18: PARENTAL LEAVE:

Section 5: Seniority Rights: The Employer will credit employees with seniority lost due to parental leave utilized prior to July 1, 1993. This will occur in 2012, after the receipt of documentation from the employee and appropriate research occurs and will not have a retroactive impact.

Effective at the beginning of the 2012 leave calendar year, employees may elect to retain up to ten (10) sick days upon commencement of SPF leave.

Recommendation 19: WORK-RELATED INJURIES: No change.

Recommendation 20: SALARIES AND WAGES:

July 1, 2011 – 0
January 1, 2012 – No Increment
July 1, 2012 – 1% General Pay Increase
April 1, 2013 – Increment (2.25% avg) *
July 1, 2013 – .5% General Pay Increase
January 1, 2014 – .5% General Pay Increase
April 1, 2014 – Increment (2.25% avg) *
July 1, 2014 – 2% General Pay Increase
January 1, 2015 – Increment (2.25 avg) *

10.75% over four year memorandum.

* Or a one-time cash payment for those employees whose salaries
exceed the maximum of the employee’s applicable pay scale group.

* Increment takes effect the first full pay period thereafter

Recommendation 21: OVERTIME:

When the need for overtime occurs, the employer will contact employees by telephone. If the employee cannot be reached, the employer will leave a message or document the call on a call log (when a messaging system is not available). An employee who does not return the call within 10 minutes will be determined to be unavailable and shall be credited with the amount of overtime worked. Where the overtime is no longer available when the employee returns the call, the employee will not be charged with the hours for equalization purposes. Local agreements or appendix language will supersede this provision.

Recommendation 22: CALL TIME AND STAND-BY TIME: No change

Recommendation 23: SHIFT DIFFERENTIAL: No change.

Recommendation 24: INSURANCE: No change

Recommendation 25: HEALTH BENEFITS:

Section 1: The Commonwealth’s contribution rate to PEBTF on behalf of each permanent full-time employee eligible for benefits and covered by this Agreement shall be as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Employee Contributions</th>
<th>Get Healthy Waiver</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 11/12</td>
<td>3.0%</td>
<td>1.5%</td>
</tr>
<tr>
<td>FY 12/13</td>
<td>3.0%</td>
<td>1.5%</td>
</tr>
<tr>
<td>FY 13/14</td>
<td>3.0%</td>
<td>1.5%</td>
</tr>
</tbody>
</table>

Commonwealth contributions shall be effective the first full pay period in July of the respective fiscal years.

The contributions for permanent part-time employees who work 950 hours or more but less than 1900 hours in the prior fiscal year, 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.

A three month reserve of projected claims and expenses shall be maintained. If the reserve goes below three months, the Commonwealth will be obligated to increase its contribution. Any dispute regarding the three month reserve is to be resolved by a neutral actuary.

Section 3: Employees who elect health care coverage will contribute a percentage of their biweekly gross base salary toward the cost of coverage as provided below:
Employee contributions and Get Healthy waiver amounts shall be effective the first full pay period in July of the noted fiscal years.

Section 6: An employee who retires on or after July 1, 2007, and who elects REHP coverage, shall be required to contribute the cost of annuitant health coverage through REHP. The annuitant contribution will be based on a percentage of the employee’s final average salary as determined by the State Employees’ Retirement System for pension purposes.

Effective January 1, 2012, the annuitant contribution for those who become eligible for Medicare coverage shall be reduced from 3% to 1.5%.

It will be recommended to the PEBTF Board of Trustees an increase in the plan’s Emergency Room deductible from $50 to $100; elimination of the dental HMO plan; and a reasonable increase in the employee prescription co-payments. It is understood that such recommendations will include a January 2012 effective date for the elimination of the dental HMO to coincide with the annual open enrollment, and a July 2012 implementation date for other changes.

Section 9: The parties have agreed to evaluate and, if necessary, address the PEBTF offered health plans to ensure that a tax/penalty is not assessed pursuant to the terms of the Affordable Health Care Act.

Recommendation 26: DAY CARE: No change

Recommendation 27: CLASSIFICATION: No change

Recommendation 28: TRAVEL EXPENSES:

Section 4: Amend to apply the existing travel time formula to all bargaining unit employees in the Department of Labor and Industry, except that those current employees in the Bureau of Blindness and Visual Services who now function under a portal-to-portal arrangement will continue under such arrangement.

Recommendation 29: SENIORITY:

Section 1(c): Eligible employees shall receive seniority credit for furlough purposes in accordance with the Veteran’s Preference Act.

Representatives of the Union and the Department of Public Welfare will meet and discuss to explore the possible establishment (by side letter) of statewide seniority units for the state hospitals and mental retardation centers. Thereafter the Union may request of the Commonwealth a Meet and Discuss regarding the expansion of the concept elsewhere.

Recommendation 30: PERSONNEL FILES: No change

Recommendation 31: DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE:
Section 5: Amend to indicate that when an employee is escorted off the Employer’s premises, he/she will be treated in a respectful manner so as not to embarrass the employee before the public or other employees.

Recommendation 32: GRIEVANCES AND ARBITRATION – No change

Recommendation 33: NON-DISCRIMINATION: No change

Recommendation 34: UNIFORMS, CLOTHING AND EQUIPMENT: No change

Recommendation 35: RETIREMENT: No change

Recommendation 36: GENERAL PROVISIONS:

New Section: Overpayment reimbursements: Overpayments of less than $300 shall be reimbursed in one lump sum. Overpayments of $300 or more may, at the employee’s election, be paid off in one lump sum, or a repayment schedule may be established.

New Section: The parties agree to treat smokeless tobacco and electronic smokeless devices in the same manner it treats other tobacco usage at the employer’s worksites.

Recommendation 37: SAFETY AND HEALTH: No change

Recommendation 38: JOB TRAINING: No change

Recommendation 39: EQUAL EMPLOYMENT OPPORTUNITY: No change

Recommendation 40: UNION BUSINESS: No change.

Recommendation 41: PEACE AND STABILITY: No change

Recommendation 42: LABOR-MANAGEMENT COMMITTEE: No change

Recommendation 43: FAMILY CARE LEAVE:

Effective at the beginning of the 2012 leave calendar year, employees may elect to retain up to ten (10) sick days upon commencement of SPF leave.

Recommendation 44: TECHNOLOGICAL AND METHODOLOGICAL CHANGE:

No change except that the language in Section 8 will be updated so the Article remains in effect for the life of the new agreement.
Recommendation 45: LEAVE DONATION PROGRAM:

Incorporate language from the side letter dated 1/5/2010 that includes “severe medical conditions.”

Recommendation 46: PRESERVATION OF BARGAINING UNIT WORK:

Section 1. The Employer may contract/assign bargaining unit work, subject to the limitations set forth in this Recommendation.

Section 2. The Employer shall not contract/assign bargaining unit work to independent contractors, consultants or other non-bargaining unit state employees where such assignment would result in the layoff or downgrading of an employee or prevent the return to work of an available, competent employee except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the work.

Section 3. The Employer shall not contract/assign bargaining unit work which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee; to independent contractors, consultants or other non-bargaining unit state employees except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the work.

Section 4. The Employer shall provide the Union with as much advance notice as possible of a proposed contract/assignment of bargaining unit work outside the bargaining unit either when the contract/assignment would result in the layoff or downgrading of an employee or prevent the return to work of an available, competent employee or when the work has become available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee.

Section 5. At each site where a proposed contract/assignment of bargaining unit work is to occur and provided either: that the contract/assignment would result in the layoff or downgrading of an employee or prevent the return to work of an available, competent employee; or, that the work has become available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee, local labor/management committees shall meet and discuss over the reasons for the assignment. At this meeting the Employer shall provide to the Union all information it has to support a claim of reasonable cost saving or improved service or insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the work. The Union shall have the opportunity to provide alternative methods to attaining the Employer's desired result. In the event that the parties at the local level are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of PSSU, the Agency and the Office of Administration.
Section 6. The Employer and the Union agree to meet and discuss, on an ongoing basis, at the statewide or agency level to develop a list of contract/assignment exemptions from the limitations of Sections 2 through 5 of this Article. Examples of criteria to be used by the parties for developing the list of exemptions are: total cost of the contract; availability of the necessary skills and/or equipment within the agency's existing resources; ability to complete the project with the Agency's workforce within the required time frames.

Section 7. The Employer agrees to meet and discuss regarding any contract/assignment involving work performed by employees covered by this Agreement in the affected Agency that does not result in the layoff or downgrading of an employee or prevent the return to work of an available competent employee upon request of the Statewide Union and presentation by the Statewide Union of an alternative which may result in reasonable cost savings or improved delivery of service.

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

Section 9. This Recommendation is applicable only to agencies under the jurisdiction of the Governor.

Section 10. The Employer and the Union acknowledge the above represents the results of discussions conducted under and in accordance with the Public Employe Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of bargaining unit work.


Appendices E, F & G

Modify the Seniority/Furlough units to reflect classification series/each agency’s organizational structure within thirty days of the parties’ tentative agreement, to include the realignment of expanded seniority units (Appendix G) in the state hospitals and mental retardation centers in the Department of Public Welfare, and inclusion of the Harrisburg Overflow Center in the central office/headquarters (Dauphin County) seniority unit in Appendix F.

Appendix G (Department of Public Welfare)
Furlough 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, Wernersville State Hospital, Hamburg Center).
b. Northeastern Region of DPW (Clarks Summit State Hospital, White Haven Center).
c. Central Region of DPW (Danville State Hospital, South Mountain Restoration Center, Selinsgrove Center).
d. Southwestern Region of DPW (Torrance State Hospital, Ebensburg Center).
e. Northwestern Region of DPW (Warren State Hospital, Polk Center).

***Commonwealth will provide a slot for Standard’s short-term disability. By providing this slot the Commonwealth agrees it will not disrupt or interfere with those employees already participating in the Biden short-term disability program.

*** Upon request, the Classification and Pay Division of the Office of Administration will review, within six months, the Corrections Counselor Supervisor and Drug and Alcohol Treatment Supervisor positions in the Department of Corrections, for the purpose of determining appropriate compensation.