

**AFSCME COUNCIL 13
POLICY COMMITTEE
TENTATIVE AGREEMENT
JUNE 25, 2011**

Article 1: Recognition: No change

Article 2: Management Rights: No change

Article 3: Union Security: No change

Article 4: Dues Deductions: No change

Article 5: Credit Union: No change

Article 6: Hours of Work: Employees who are subject to Act 102 Mandatory Overtime (DPW, DMVA, or health care facilities that provide direct patient care **ONLY**) would now be required to call off two hours prior to the start of the second or third shift. Any employee who works the first shift of the day will be required to call off one hour prior to the start of the shift unless there is a local agreement or an agency agreement in place that provides for a call off that is more than one hour.

Requests for schedules such as 4 day 10 hour work week and every other weekend off schedule will be discussed and reviewed by the employer during the term of this contract.

Article 7: Rest Periods: No change

Article 8: Meal Periods: No change

Article 9: Eating and Sanitary Facilities: No change

Article 10: Holidays:

Section 2: Remove references to Scotland School and Scranton School for the Deaf. Remaining employees will revert to the same holiday schedule as Section 1.

Article 11: Personal Leave Days:

Two Personal Days will be considered as “Preferred Personal Days.” Employees may request to use up to two of their personal leave days as preferred days per leave calendar year. These days will require no scheduling approval and no documentation. However, the approval of the preferred personal leave day is subject to operational considerations should an absence result in significant or serious operational impact.. Those employees who are on an AWS schedule may be required to supplement the second day with additional leave.

Article 12: Leaves of Absence: No change

Article 13: Vacation: Employees hired after July 1, 2011 will have vacation capped at 20 days after 25 years of service.

Article 14: Sick and Bereavement Leave:
Section 1: Sick leave will be reduced from 13 to 11 days per calendar leave year beginning 1/1/12.

New Section: If an employee does not use any sick leave (other than sick bereavement) in a calendar leave year, they will receive an additional Personal day in the following calendar leave year, effective 1/1/13, based on the leave usage of calendar year 2012 and subsequent years of contract.

The parties agree that immediate family shall be administered consistent with the PSSU agreement.

Article 15: Civil Leave: No change

Article 16: Military Leave: No change

Article 17: Leaves of Absence without Pay:
Section 5b. Employees will not be required to exhaust all sick leave before going on unpaid SPF leave. Employees will be permitted to keep 10 sick days.

Article 18: Parental Leave:
Section 4: Seniority Rights: Employees who lost seniority due to parental leave utilized prior to July 1, 1993, will be entitled to reinstatement of seniority upon presentation of documentation. Due to the complexity of research, this will be implemented in 2012.

Section 5: Employees will not be required to exhaust all sick leave before going on unpaid SPF leave. Employees will be permitted to keep 10 sick days.

Article 19: Salary & Wages: SEE ATTACHED

Article 20: Overtime
Section 5 Overtime equalization: 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. 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. This does not apply to PennDOT or Human Services.

Article 21: Shift Differential: No change

Article 22: Call Time: No change

Article 23: Standby Time: No change

Article 24: Life Insurance: No change

Article 25: Health Benefits:

Section 1: Commonwealth shall contribute to the fund the following amounts bi-weekly on behalf of each permanent full-time employee eligible for benefits:

July 1, 2011 - \$375

July 1, 2012 - \$390

July 1, 2013 - \$425

July 1, 2014 - \$455

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.

Co-pays for Emergency Room visits will be increased from \$50 to \$100 effective 2012. If you are admitted the co-pay will be waived.

Section 6c: Retirees who retired on or after 7/1/2007 shall contribute 3% based on the "final average salary" as determined by the SERS methodology, which would be slightly less than 3%. When the retiree becomes Medicare eligible, the retiree's contribution rate shall be reduced to 1.5% of the final average salary as determined by the SERS methodology. **Rates will be capped at 3% (or 1.5% for Medicare eligible) for the duration of this agreement.**

The employee contribution for active employees' health benefits will remain unchanged for the first three years of the contract. In the last year of the contract, beginning July 1 2014, the employee contribution rate will be 2% for employees enrolled in the Get Healthy program and 5% for the employees who have not enrolled in Get Healthy.

For employees enrolled in Get Healthy, the employee payroll contribution for health care will only increase one half of one percent (from 1.5% of base salary to 2.0%) in the final year of the contract, July 1, 2014.

Article 26: Work related Injuries: No change

Article 27: Classification: The side letter which established the new classification grievance procedure will be added.

Section 6: Employer proposed changes to the Classification and Pay Plan affecting bargaining unit classifications will be processed through the Job Evaluation Committee.

New Section: Retention and recruitment issues with classification will be discussed through the Job Evaluation Committee.

Article 28: Discharge Demotion, Suspension & Discipline:
New Section: Language will be added to indicate when an employee is escorted off the employer premises they will be treated in a respectful manner which will not embarrass them or demean their dignity.

Article 29: Seniority:
Section 1: Military Service time language will be updated to reflect current Veteran's Preference Act.

Section 7: Bumping for Part-time employees will be limited to only Part-time positions. Full-time employees will be able to utilize their seniority to bump into either a full-time or part-time position.

Section 9: Permanent part-time employees shall only have recall rights to part-time positions (permanent or temporary).

New Section: Side letters agreeing to the procedure to be utilized within geographic locations will be incorporated into the contract.

Article 30: Uniforms, Clothing & Equipment: No change

Article 31: Discrimination/Employee Treatment: No change

Article 32: Union Business: No change

Article 33: Special & Part-time Employees: No change

Article 34: Peace & Stability: No change

Article 35: Miscellaneous Provisions: The employer will provide an employee with a written notification of any over payment of wages or benefits. If the amount in question is less than \$300.00 the employee shall pay it back in one lump sum. If the amount is in excess of \$300.00, repayments of such debt shall be made in a lump sum or payment plan. The overpayment must be repaid within 26 pay periods (one year).

New Section: Smokeless tobacco use and electronic cigarettes within the Commonwealth facilities will be governed by the current smoking tobacco use policy.

Article 36: Equal Employment Opportunity: No change

Article 37: Grievances & Arbitration/Standard Grievance Procedure: No change

Article 38: Grievances & Arbitration/Accelerated Grievance Procedure: Language will be updated to reflect current practices.

Article 39: Safety and Health: No change

Article 40: Successors: No change

Article 41: Family Care Leave:

Employees will not be required to exhaust all sick leave before going on unpaid SPF leave. Employees will be permitted to keep 10 sick days.

Article 42: Political Action Committee Deductions: No change

Article 43: Preservation of Bargaining Unit Work: No change

Article 44: Temporary Pool Employees: No Change

Article 45: Leave Donation Program: Include language for “severe medical conditions”

Article 46: Termination: Expires 6/30/2015