

APPENDIX M

STATE SYSTEM OF HIGHER EDUCATION SUPERVISORY UNITS

The term "Employer" refers solely to the State System of Higher Education for employees in this unit. The provisions of this Appendix shall apply to all employees of the State System of Higher Education who are covered by this Master Memorandum. The provisions of any other Appendix shall not apply to employees of the State System of Higher Education, and any specific language in this Appendix supersedes language on the same subject in the Master Memorandum provisions.

Cash Responsibility

Any employee handling cash shall be held responsible provided:

1. Each employee is given an individual cash drawer or its equivalent and is the only employee empowered to add or remove cash from said drawer or its equivalent.
2. The key with which to lock the drawer or its equivalent is made available to the employee for use when the cash drawer or its equivalent is unattended.
3. Each employee is given the opportunity to count the cash at the beginning and close of the shift.

Meal Expenses

Employees who are required by the Employer to travel at least 15 miles from their normal worksite, as measured by the shortest regularly traveled route, and whose work assignment requires that they remain away from said normal worksite during their normal lunch period, shall be reimbursed for out-of-pocket lunch expenses, not to exceed \$3.50, including sales tax. These allowances for subsistence require no receipts or other accounting.

Notification of Absence

In the event that illness or any other situation requires the employee's absence from scheduled work, the employee will notify the immediate supervisor or any other individual, designated by the Employer, of the impending absence. If the immediate supervisor or designated individual is unavailable, notification to any available supervisor at the worksite will suffice. This notification shall take place within the time period established at the local and/or agency level, and receipt of such notice shall not imply approval of the leave requested.

Direct Deposit

The provisions of Recommendation 19, Section 12 of the Master Memorandum regarding mandatory direct deposit shall not be applicable.

Travel Expenses

Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations.

The Employer will provide transportation to all field worksites whenever a University vehicle is available.

Hours of work for those employees who are required by the Employer to travel to and from the worksite by transportation provided by the Employer shall commence at the time of embarkation and shall cease at the time of debarkation into and out of the transportation provided by the Employer.

In accordance with existing travel regulations and upon request of the employee, the Employer will give a cash advance to cover expenses related to training.

Labor-Management Committees

Labor-management committees, either at the campus or system level, shall meet at the request of either party at mutually convenient times. The party requesting the meeting shall provide a tentative agenda for discussion. Each party will provide a timely response to the other with regard to the recommendations discussed during the meeting. While the Employer agrees to consider any Union recommendation submitted as a result of such meeting, the Employer reserves the right to implement whatever action it deems appropriate, if any.

Although no University is required to keep a stenographic record of labor-management meetings, when the University does provide a stenographer for the meetings, the University shall provide the Union with a copy of the minutes within ten (10) working days. The Union shall have five (5) working days to make corrections unless an extension is requested in writing by the Union.

Work Hours/Alternate Work Schedules

The following language shall apply in lieu of Recommendation No. 6, Sections 5 and 8:

Work schedules showing the employees' shifts, work days and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted two weeks in advance. Where changes that effect more than one employee 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. Where changes are to be made by the Employer that only affect one employee, the Employer is required only to notify the Union of the schedule change and if requested, the Employer agrees to meet and discuss regarding the change of schedule.

Each University and their local Union may discuss and establish alternative methods of scheduling. Any disputes at the local level concerning the establishment of alternate work schedules may be taken by either party to a System-Wide meet and discuss.

Alternate work schedules shall not be approved if they result in one of the following:

- a. An increase in the costs of operation
- b. An increase in the current complement
- c. An affect on the University's ability to meet criteria for accreditation.
- d. An adverse impact on the efficiency of affected operations or standards of service.

The University or AFSCME may cancel a previously agreed-upon alternate work schedule upon 30 days notice to the other party.

New Technology

The parties recognize that the utilization of new technology is a right reserved to management. However, upon request of the Union, a joint committee will be established at the campus level to discuss the utilization of technology that may affect employees covered by this Memorandum. Such discussion may include, but need not

be limited to, such issues as opportunities for lateral transfers and/or promotions into new or existing vacancies; implementation plans and/or schedules; safety and health; installation of equipment; training, etc.

This language is not intended to limit the rights of the parties statutory or otherwise.

Scheduling of Leave

If an Employer can determine that a requested leave is not going to be approved before the end of the selection period, the Employer will notify the employee so that another selection can be made.

Liability Coverage and Legal Defense

The Employer shall provide liability coverage and legal defense as detailed in Title 4 Pennsylvania Code Chapter 39 and Management Directive 205.6 and 630.2.

Job Postings and Promotions

In those cases where the Employer chooses to include a brief description of the job when posting a job vacancy, the Employer shall attempt to avoid the use of overly technical jargon in describing the duties to be performed.

Upon written request from the appropriate Union President or designee, the Employer agrees to provide the name of the person promoted or working out of class in those classifications encompassed within the Clerical, Administrative and Fiscal Supervisory Unit under the following circumstances: (1) Promotion under the procedures specified in Recommendation 29, Sections 5 and 6; or (2) Assignment of out-of-classification work under the provisions of Recommendation 27, Section 3.

Emergency First-Aid Services

The Employer shall, upon request of the Union, meet and discuss concerning the providing of emergency first-aid services, first-aid kits, first-aid training and ambulance services at various worksites.

Holidays

At the 14 institutions of the State System of Higher Education, the following days shall be recognized as holidays:

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

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

The matter of rescheduling minor holidays shall be resolved on a meet and discuss basis at the 14 institutions of the State System of Higher Education.

An employee shall earn a minor holiday provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day

immediately subsequent to the actual day the minor holiday is celebrated as provided for in Recommendation 10, Section 1. If a minor holiday occurs while employees are on leave without pay under Recommendation 17, Section 3, they shall be paid for the minor holiday provided they were in 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. An employee who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay, shall be compensated for such holiday. In the event the earning of a holiday is anticipated and an employee terminates employment prior to actually earning the anticipated holiday, such employee shall reimburse the Employer for the holiday taken but not earned.

Payment specified in Recommendation 10, Section 6 shall be applicable only if the employee works on the day on which the minor holiday has been rescheduled.

Representation on University Committees

The parties agree that AFSCME representation should be included on some University committees. However, due to the great diversity of committees in existence on the various University campuses a definite list of committees appropriate for AFSCME representation cannot be established.

If AFSCME is refused representation on university committees that include representatives of other employee organizations that impact AFSCME unit working conditions, it shall attempt to resolve this issue at the University level meet and discuss. If AFSCME is unable to resolve this issue at the University level, it shall be a proper item for discussion with representatives of the Chancellor.

Blood Donor Plan

In order to encourage employees to donate blood at least four (4) times a year, the Employer shall grant up to four (4) hours of Administrative Leave in each calendar year for this purpose.

For extenuating circumstances requiring the need for additional donation by the employee, the university will look at each situation separately.

Orientations

AFSCME's designated representative shall be given a place on the agenda at the initial University-wide orientation for new employees covered by AFSCME Supervisory Units.

Temporary employees

The following language shall apply in lieu of Recommendation 29, Section 21 as it relates to temporary employees:

Active full-time temporary employees will have preferential rights according to Master Memorandum seniority to bid and be selected for permanent vacancies that occur in the same classification that they hold except in the following instances:

- (1) Where the job requires highly specialized skill, training and expertise.
- (2) Where a permanent employee has exercised their rights as outlined in Recommendation 29, Section 5.
- (3) Where a permanent employee has applied for the position and it is determined that their qualifications for the position are equal to or greater than the temporary employees who have applied.

Seniority for temporary employees shall accrue as outlined in Recommendation 29, Section 1.b.

In those cases where an active full-time temporary employee is selected for the position, the provisions of Recommendation 28, Section 5 shall become applicable effective with the date of appointment to the permanent position except where the temporary employee has fewer than 90 days of accrued seniority and that employee shall serve a nine (9) month probationary period.

This language does not apply to students who have been hired as temporary employees in classification titles covered by the Master Memorandum.

This language does not apply to those classifications where there is an under-representation of persons in the protected classes and is in conflict with the University's affirmative action plan.

Tuition Waiver

Effective with the start of the Fall Semester of 1994, the SSHE/UNIVERSITIES shall modify their tuition waiver policy which shall supersede all prior University and/or Board of Governor policies and shall establish a uniform policy for all State System of Higher Education employees covered by the Master Memorandum as follows:

1. Total waiver of tuition for eligible employees at the university where employed. This waiver shall be applicable for undergraduate credits not to exceed 128 undergraduate credits and shall be on a "space available" basis as certified by the appropriate management authority. The total number of undergraduate credits that may be taken shall be limited to a maximum of 6 credits per semester and must be taken during non-working hours.
2. Total waiver of tuition for children of eligible employees at the university where the employee is employed. This waiver of tuition shall be applicable until the children obtain the first undergraduate degree or until the children reach the age of twenty-five (25), whichever occurs first, and shall be on a "space available" basis as certified by the appropriate management authority.
3. Total waiver of tuition for spouses of eligible employees at the University where employed. This waiver shall be applicable to the employee's spouse until he/she obtains his/her first undergraduate degree and shall be on a "space available" basis as certified by the appropriate management authority.
4. This waiver of tuition at the University where the eligible employee is employed shall be applicable until the children obtain the first undergraduate degree or until the children reach the age of twenty-five (25), whichever occurs first. This waiver of tuition shall continue to the limits stated above in the event the eligible employee, after fifteen (15) or more years of service, exclusively within the State System of Higher Education, becomes permanently disabled or dies.
5. The tuition waiver shall continue to the limits stated in No. 4 above for eligible employees who meet all of the following conditions:
 - a. retires on or after July 1, 1995, (except for those annuitants who are now vested under a university policy); AND
 - b. is at or above superannuation age; AND
 - c. has fifteen (15) or more years of service, exclusively within the State System of Higher Education at the date of retirement.

If an employee becomes eligible after the commencement of the semester, tuition waiver will begin with the commencement of the next semester.

Tuition waiver shall be discontinued upon placement in an inactive pay status or termination of employment. If such inactive pay status or termination takes place during a semester, the waiver shall be extended until the end of that semester. Termination shall mean the severance of the Employer- employee relationship whether by resignation, dismissal, furlough or otherwise.

The following definitions apply to tuition waiver benefits:

"Eligible employee" shall be defined as any permanent full-time employee with regular status, in active pay status.

"Tuition" shall be defined as the basic charge established by the Board of Governors to supplement state appropriations in support of instruction and instructional services at a State System university. Tuition waiver applies only to the basic charge and not to other fees such as room and board fees, student union and activity fees, orientation fees, instructional/educational fees, etc.

"Where employed" is defined to mean the local university to which the employee is appointed. For employees in the Office of the Chancellor, where employed is defined as any of the fourteen universities.

"Semester" for the purpose of this document is defined to include Fall, Spring and Summer School. All other sessions are deemed to be included in one semester or another.

Preservation of Supervisory Unit Work and Contracting Out

These guidelines shall serve to embody the understanding reached between the State System of Higher Education and the American Federation of State, County and Municipal Employees (AFSCME) concerning the contracting out of supervisory unit work performed as of January 1, 1994 by employees in supervisory units represented by AFSCME at the particular university affected. The procedures herein shall supersede those contained in Recommendation 44 of the Master Memorandum.

1. Prior to the award of any outside contract to undertake work within the scope of the work specified above, the university shall notify in writing the AFSCME chapter president and the AFSCME council director of its intent to contract out such work. Simultaneously, copies of such notice shall also be provided to the AFSCME Council 13 subcontracting director for informational purposes.
 - A. Such written notice shall state the length, purpose, rationale, and estimated cost of the intended contract.
 - B. For contracts in excess of \$5,000, AFSCME shall be allotted thirty (30) calendar days from the date of notice set forth in 1.A above, in which to comment and/or meet and discuss with university management with respect to a particular contract. At such time, AFSCME may request, and the university shall provide cost information with respect to the contract in question. Time limits may be extended or reduced by mutual agreement as circumstances dictate.
 - C. After notification, should AFSCME request to meet and discuss on a particular contract for the purpose of exploring alternatives to the proposed contract, the union must provide specific information on how the work can be accomplished with existing personnel and provide for a reasonable cost savings or improved delivery of service.
2. For contracts of a recurring and/or on-going nature, the university shall present such contracts semi-annually at local meet and discuss with AFSCME.

3. It is recognized that in certain emergency situations, it may not be possible to follow the procedures outlined above. In such instances the university shall, within 48 hours of the occurrence, notify the local AFSCME chapter president of the existence of the emergency and the contract.
4. The Employer agrees not to contract out supervisory unit work which would result in the layoff or downgrading of an employee or prevent an available qualified employee from being recalled to work except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service.
5. This understanding will not be construed so as to prevent non-supervisory unit state employees from performing supervisory unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry-out the functions and programs of the State System or maintain the Employer's standard of service.
6. In the event there is no common understanding reached during campus meet and discuss, the contract may be implemented and the matter may be referred to the Office of the Chancellor and AFSCME Council 13 for further discussion.
7. The Employer and the Union acknowledge the above represents the results of meet and discuss conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of supervisory unit work.

Alternative Discipline

The Alternative Discipline Program implemented by the parties on January 1, 1994 for situations involving time and attendance and poor work performance will continue. Alternative discipline differs from traditional progressive discipline in that Level 1 and Level 2 letters are issued to employees in lieu of suspensions without pay.

Grievance Procedure

The language outlined below replaces Recommendations 37 and 38 of the Master Memorandum .

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 contract grievance procedure shall cease, if the employee has submitted a contract grievance, or the employee shall not be entitled to institute proceedings under the contract grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within the time limits prescribed in Point #2, the processing of a timely filed contract grievance shall be permitted.
2. Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Memorandum shall be processed in the following manner:

Step 1. The employee, either alone, or accompanied by the Union Representative, or the Union Representative, where entitled, shall present a written grievance to the employee's immediate supervisor within fifteen (15) working days of the date of its occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence. The supervisor shall attempt to resolve the matter and report a decision, in writing, within five (5) working days of its presentation. Grievances involving discharge, suspension and/or continuing liability shall be filed directly to Step Two.

Step 2. The employee, either alone, or accompanied by the Union Representative, or the Union Representative, where entitled, shall present the grievance in writing to the respective University Labor

Relations designee or the Chancellor's Office within fifteen (15) working days after the supervisor's response is due UNLESS the grievance is submitted directly to Step Two. In those cases, the grievance must be submitted within fifteen (15) working days of the date of its occurrence or when the employee knew or by reasonable diligence should have known of the occurrence.

In addition, in order for a grievance to be discussed at Step 2, the respective University Labor Relations designee or the Chancellor's Office must have received a written confirmation of the grievance at least fifteen (15) working days prior to the Step 2 meeting. This period may, however, be extended by mutual agreement. In the case of discharge or continuing liability grievances, such grievances may be discussed at the Step 2 meeting provided three (3) calendar days notice has been given.

The parties agree the respective University Labor Relations designee or the Chancellor's Office and the Union counterpart must schedule and meet on a monthly Step 2 basis, if necessary, in order to attempt to resolve all outstanding grievances. At the Step 2 meeting, the parties will advise each other of all of the then known facts, including witnesses, and furnish copies of relevant reports or investigations upon which the party will rely in proving and/or supporting its respective position.

Any agreed upon final settlement of a grievance in Step 2 shall be reduced to writing and signed by the Union, and respective Labor Relations designee. Decisions at Step 2 shall not be used as a precedent for any subsequent case.

After the Step 2 meeting has been held and the then known and to be relied on information discussed, the respective Labor Relations designee must, if the case is not settled at this point, make a written disposition of the matter to the Union within fifteen (15) working days from the date of the Step 2 meeting.

Step 3. If the disposition of the matter by the respective Labor Relations designee is not satisfactory, or a response has not been received from Step 2, the Union shall have fifteen (15) working days after the Employer's response is received or due, to appeal the decision by filing its grievance with the appropriate Joint Area Committee for State System referred to in Article 1 of the attached Rules of Procedure. Such submission, in a form to be established by the Committees, shall be made in writing and shall be filed in accordance with the established procedures.

Failure of the Union to submit grievances to the appropriate Joint Area Committee shall be cause for the State System to consider the matter "settled and withdrawn". Any later discovered or developed evidence, not disclosed to the other party at the Step 2 meeting will be submitted to the other side as soon as practical after discovery and/or development, but in no event later than 48 hours before the Step 3 hearing. (See Article 4, Point #3 for Exceptions.)

The Committee at Step 3 shall have the right to hear testimony from both parties, investigate all facts and render a final and binding decision. Each case shall be considered on its merits and the Memorandum of Understanding shall constitute the basis upon which the decision shall be rendered.

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

Decisions regarding matters of contractual interpretation made by a Joint Area Committee shall serve as precedent with respect to future issues of an identical nature. If the Joint Area Committee is unable to reach a decision of majority vote, the matter will be considered "deadlocked". Grievances arising from employees covered by the Master Memorandum shall cease after the third step with the exception of those outlined in Point #5.

Time Limits: All of the time limits contained herein may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

3. An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure up to and including Step 3; subject, however, to Section 606, Article VI of the Public Employee Relations Act.

Upon request by an employee or Union representative, a grievance meeting will be postponed or rescheduled, if necessary, if a Union Representative is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

Stewards: Employees selected by the Union to act as Union representatives shall be known as stewards. The Union (District Councils) shall furnish the Division of Employee and Labor Relations, Office of the Chancellor (State System), with the names and work locations of grievance representatives within ten (10) working days of their selection and shall notify the State System of any changes within the same time frame.

Lost Time: A reasonable number of witnesses, when required to attend Joint Area Committee meetings because of the State System's refusal to accept that witnesses' written statement as provided in these rules, shall be allowed to attend a grievance meeting without loss of pay.

Grievants shall be treated in exactly the same manner as witnesses under this procedure.

An employee who either presents a grievance before the Committee or sits on the panel shall do so with pay provided the Union has indicated its desire to have that person participate in the procedure. The number of employees so designated shall not be abused, and the Union will make every effort to fully utilize all individuals designated as participants by having presenters also serve as panel members whenever feasible. (The March 22, 1993 side letter regarding this language remains in effect).

System Wide Grievances: The Union may present grievances concerning System-wide actions directly to Step 3 within fifteen (15) working days of the date of the occurrence or the date when the Union knew or by reasonable diligence should have known of its occurrence. However, a representative from AFSCME Council 13 will meet with the official Office of the Chancellor designee prior to any hearing on such grievances in order to resolve any factual disputes relating to such System-wide grievances.

4. The parties agree to implement two Sectional Joint Area Committees comprising the following State System locations:

Eastern Joint Area Committee: Bloomsburg, Cheyney, East Stroudsburg, Kutztown, Mansfield, Lock Haven, Millersville, Shippensburg, West Chester, Chancellor's Office

Western Joint Area Committee: California, Clarion, Edinboro, Indiana, Slippery Rock

The Joint Area Committees will function under the Rules of Procedure as agreed upon by the parties in June 1994.

5. An appeal from a deadlocked decision at Step 3 may be submitted to arbitration by sending written notice to the Co-Chairperson of the Committee within 15 working days after the deadlocked decision only in the following instances:

- a. To determine whether there was just cause for a discharge, demotion or suspension which has not occurred as the result of a strike.
- b. To determine whether employees are engaged in a "strike" which is prohibited under Recommendation No. 34; provided, however, that the Employer retains the sole discretion of determining the appropriate disciplinary action for employees engaged in a strike as provided in Section 2 of Recommendation No. 34.
- c. To determine whether there has been a violation of the seniority provisions set forth in Section 7, 9 and 12 of Recommendation No. 29.
- d. To determine whether there has been a violation of Health and Safety Recommendation No. 40. This will not include grievances over appropriate staffing levels.

Three (3) impartial arbitrators (umpires) shall be selected by agreement between the parties. The impartial arbitrator(s) will be rotated and shall hear all cases submitted to arbitration through this procedure. Cases shall be rotated among the umpires as follows:

- (1) After initial agreement is reached on the three umpires, their placement on the rotation list will be determined by lottery.
- (2) Each case that is submitted for arbitration will be assigned to one of the umpires on a rotating basis according to the date and order in which the case appeared on the Area docket. If the case was not heard by the Area Committee, the case will be assigned in order of the date it was submitted to Step Three.
- (3) If a case is submitted for arbitration but withdrawn or settled prior to the hearing date, the arbitrator assigned to that case will be selected for the next unassigned case.
- (4) If an arbitrator is removed from rotation, the replacement arbitrator shall assume the removed arbitrator's placement on the rotation list including assignment of any unheard cases originally assigned to the removed arbitrator.

An impartial arbitrator shall be removed at the request of either party. If an arbitrator is removed from the list, the parties will attempt to reach agreement concerning a replacement. If no agreement on a replacement is reached within 30 calendar days after the arbitrator is removed, the parties shall request a list of seven (7) arbitrators from the Bureau of Mediation. The striking procedures outlined in Act 195 shall be used.

Each case shall be considered on its merits and the memorandum of understanding shall constitute the basis upon which the decision shall be rendered. Decisions rendered by any Commonwealth Joint Area Committees or Joint State Committees shall not be used as a precedent in the State System AGP Procedure, including arbitration, but such decisions may be used by either party for purposes of argument in arbitration.

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

A decision by the arbitrator shall be final and binding on both parties. The arbitrator shall be required to issue a decision within thirty (30) days after the close of the hearing.

Time Limits: All of the time limits contained herein may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

Costs: Each party shall bear the costs of preparing and presenting its own case. All fees and expenses of the arbitrator shall be divided equally between the parties, except where one of the parties of this Memorandum request 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 by the parties.

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

Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator. If the party who did not request the transcript subsequently desires a copy, the parties will jointly share all fees associated with producing and reproducing the transcript.

401(a) Leave Payout Plan

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.