

MASTER MEMORANDUM

BETWEEN

COMMONWEALTH OF PENNSYLVANIA

AND

COUNCIL 13, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 2015 to June 30, 2016

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PREAMBLE

The Public Employe Relations Act, in Section 704, requires public Employers "to meet and discuss with first level supervisors as their representatives, on matters deemed to be bargainable for other public employees." This requirement is defined in the Act as the obligation of a public Employer upon request to meet at reasonable times and discuss recommendations submitted by representatives of public employees. In fulfillment of this obligation, the Commonwealth of Pennsylvania has met with the American Federation of State, County, and Municipal Employees, AFL-CIO, the representatives of first level supervisors as specified in Recommendation 1, Recognition, and discussed in good faith recommendations submitted by such representative. As a result of meet and discuss sessions, the Commonwealth accepts the following recommendations.

RECOMMENDATION NO. 1 RECOGNITION

Section 1. Council 13 of the American Federation of State, County, and Municipal Employees, AFL-CIO, is recognized as the exclusive representative for meet and discuss purposes for employees within the classifications included under the following certifications of the Pennsylvania Labor Relations Board, more specifically referred to as PERA-R-13-C, Units II and IV, Maintenance and Trades; PERA-R-2686-C, Human Services; PERA-R-3521-C, Clerical, Administrative and Fiscal; PERA-R-3368-C, Technical Services; PERA-R-2573-C, Inspection, Investigation and Safety; PERA-R-3421-C, Law Enforcement, Fish and Game Laws; PERA-R-5060-C, Auditor General Department; PERA-R-5059-C, Treasury Department, PERA-U-81-388-E, Attorney General; PERA-R-08-84-E, Pennsylvania Gaming Control Board; and Pennsylvania State System of Higher Education.

Section 2. The term employee used in this Memorandum is defined as those persons in the classifications covered by the certifications referred to in Section 1 of this Recommendation.

RECOMMENDATION NO. 2 MANAGEMENT RIGHTS

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

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

Section 2. The listing of specific rights in this Recommendation is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

RECOMMENDATION NO. 3
UNION SECURITY

Section 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 Council 13, AFSCME, AFL-CIO 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 shall be postmarked during the 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.

Section 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 (S.B.291) and any amendments thereto.

Section 3. a. The Employer shall furnish each new employee with a copy of this Memorandum together with an authorization for dues payroll deduction, provided the Union has furnished the Employer with sufficient copies of the Memorandum containing the authorization for dues deduction.

b. The Union shall be given the opportunity to access new employees during the agency orientation process.

RECOMMENDATION NO. 4
DUES DEDUCTION

Section 1. The Employer shall deduct the Union bi-weekly membership dues and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. The rate at which dues are to be deducted and the amount of the annual assessment shall be certified to the Employer by the Union, and the Employer shall deduct Union dues at this rate from members' regular bi-weekly salary and wages.

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. This authorization shall be irrevocable by the employee during the term of this Memorandum.

When revoked by the employee in accordance with Recommendation 3, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Memorandum.

Section 2. The Employer further agrees to deduct a fair share fee bi-weekly from all employees in the meet and discuss unit 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.

Section 3. 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.

Section 4. Where an employee has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Employer shall, in the manner outlined in Sections 1 and 2 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.

Section 5. The dues deduction and fair share fee 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 a rank and file unit represented by the Union or when any employee is transferred from one position to another position covered by this Memorandum. Dues deductions and fair share fee deductions will be resumed for employees upon their return from leave of absence without pay or recall from furlough.

Section 6. The Employer shall provide the Union, on a monthly basis, a list of all employees in the supervisory units represented by the Union. This list shall contain the employee's name, social security number, address, agency in which employed, class code, work location (institution, district, bureau, etc.), whether the employee is a member or non-member, and the most recent date of hire.

Section 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. 5 CREDIT UNION

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

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

Section 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.

Section 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.

RECOMMENDATION NO. 6 HOURS OF WORK

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

Section 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, except for employees in the Department of Transportation and the Pennsylvania State Police, whose work day shall consist of the calendar day.

Section 3. The work shift shall consist of 7.5 or 8 work hours within a pre-established work schedule.

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

Section 5. 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 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.

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

Section 6. Employees engaged in seven-day operations are defined as those employees working in an activity for which there is regularly scheduled employment for seven days a week. The work week for seven-day operations shall consist of any five days within a consecutive seven

calendar day period. Clerical and maintenance hospital employees shall have a work schedule consisting of any five days within a consecutive seven calendar day period unless they are engaged in an activity for which there historically has been regularly scheduled employment for seven days a week. All other hospital employees shall have a work schedule consisting of any 10 days within a consecutive 14 calendar-day period.

Section 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.

Section 8. The parties agree that the issue of alternate schedules, schedules providing for every other weekend off and flextime will be discussed at the local level. Both parties will work diligently to reach an agreement at the local level, such agreements to be agreed upon by the Local Union, the appropriate District Council, Local Management, the Agency and the Office of Administration. Failing to reach agreement, the Union may submit the proposed schedules to a committee of representatives from the affected agency, Office of Administration and Council 13. Prior to the establishment of any schedule under this Section, the Union shall be required to prove that the goal and conditions set forth below will be met by the proposed schedule.

The goal of the proposed alternate schedule, schedules providing for every other weekend off, or flextime schedules shall be to improve the quality of work life of employees and to improve the Employer's operational efficiency and/or service to its clients. No schedule may:

- a. increase costs of operation
- b. increase current complement
- c. affect the Employer's ability to meet criteria for accreditation and/or certification
- d. adversely impact the efficiency of affected operations, nor standards of service
- e. 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 15 days' notice to the Union, when the Employer reasonably determines that the goal 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. If the Union submits the Employer's cancellation of a schedule to the resolution process described above, the burden of proof shall be on the Employer.

Nothing herein will impair nor limit the Employer's right to schedule employees as set forth in this Memorandum.

Representatives from the Office of Administration and AFSCME Council 13 shall meet and discuss in an attempt to draft standardized language and/or schedules that can be utilized to develop these scheduling agreements.

All discussions conducted pursuant to this Section shall be in accordance with the meet and discuss provisions of the Public Employee Relations Act.

Section 9. The provisions of Sections 1 through 7 shall not be applicable to employees whose hours of work, prior to the date of this Memorandum, have customarily been either part-time, irregular, intermittent, employee controlled, or contractor or vendor controlled. Such employees will continue their hours of work in accordance with past practices, unless changed by the Employer under terms of Recommendation 2 of this Memorandum.

Section 10. Employees covered by Act 102 of 2008, Prohibition of Excessive Overtime in Health Care Act will be subject to the following call-off requirements:

- 1st shift – Employees must report off from work a minimum of one (1) hour before the scheduled start of their shift.
- 2nd and 3rd shifts – Employees must report off from work a minimum of two (2) hours before the scheduled start of their shift.

Local agreements and practices that meet or exceed the above requirements shall remain in place, subject to the ability of the local parties to modify such agreements and/or practices.

RECOMMENDATION NO. 7 REST PERIODS

Section 1. An employee shall be permitted a fifteen-minute paid rest period during each one-half work shift provided the employee works a minimum of three hours in that one-half shift. Whenever practical, the employee shall be permitted to take the rest period at the middle of such one-half shift. Where rest periods are scheduled, the Employer shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance. The regular scheduling of rest periods immediately before or after meal periods or at the beginning or end of the work day is permissible in certain operations where the Union and the Employer agree to such a practice or where the present practice is to schedule rest periods in that manner.

Section 2. Employees who work, without interruption, beyond their regular shift for at least one hour shall receive a fifteen-minute paid rest period and shall thereafter receive a fifteen-minute paid rest period for each additional two hours of such work unless at the end of such two hour period the employee's work is completed or unless the employee takes a meal period during or at the end of the two hour period. If employees take a meal period at the expiration of their normal work day, then they 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 their work is completed or unless the employee takes a meal period during or at the end of the two hour period.

Section 3. Part-time employees shall be granted a fifteen-minute rest period during each 3 ¼ hour work period.

Section 4. The Employer will not require employees to continuously perform repetitive keyboard motions at a VDT for a period in excess of two consecutive hours. The Employer will attempt to provide 15 minutes of alternative work consistent with the employee's job classification. When alternative work is not available the Employer shall provide the 15 minute rest period referred to in Section 1 above or a meal period.

RECOMMENDATION NO. 8
MEAL PERIODS

Section 1. All employees shall be granted a meal period, which period shall fall within the third to fifth hours of their work shift unless otherwise approved by the Employer or unless emergencies require a variance. Present practices relating to meal periods for part-time employees shall remain in effect. The meal period shall not exceed one hour in length unless the employee agrees to a longer meal period.

Section 2. a. If employees are required to work more than two hours beyond their regular shift, they will be allowed a meal period at the end of the initial two hour period or sooner. In addition, employees will be allowed a meal period for each four hours worked beyond each meal period. If employees work more than two hours after their scheduled quitting time and have not had notice of such work requirement at least two hours before commencement of their 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.

b. If employees are required to work on a holiday or other scheduled day off and work more than 9.5 hours (for 7.5 hour employees) or 10 hours (for 8 hour employees) on such day and have not had notice of such work assignment at least two hours before they commenced their work on that date, the Employer shall furnish a meal or compensate the employee for a meal as provided for in a. above.

RECOMMENDATION NO. 9
EATING AND SANITARY FACILITIES

Section 1. The Employer shall provide adequate eating space and sanitary facilities at all permanent locations, which shall be properly heated and ventilated. Temporary facilities, such as highway sheds, tool, equipment and storage areas, not intended for full-time and regular use, shall not be considered permanent, even if in use for extended periods of time.

Section 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.

Section 3. Additional vending machines for snacks, sandwiches and beverages may be installed in all work 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.

Section 4. The Employer agrees to meet and discuss with the Union at institutional or agency levels, upon request, for the purpose of determining the allocation of vending machine profits.

RECOMMENDATION NO. 10
HOLIDAYS

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

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

Section 2. At Thaddeus Stevens College of Technology 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 the institution is not at full operation.

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

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

In recognition of the change of Martin Luther King Jr.'s Birthday from a minor to a major holiday, managers will be as flexible as possible in allowing employees appropriate use of accrued paid leave during periods when the University/School is not at full operation, including but not limited to the December holiday season.

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

The matter of rescheduling minor holidays shall be resolved on a meet and discuss basis between Thaddeus Stevens College of Technology and the 14 institutions of the Pennsylvania State System of Higher Education and the Union.

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 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 Section 6 of this Recommendation shall be applicable only if the employee works on the day on which the minor holiday has been rescheduled.

Section 3. In the event that the Department of Revenue is unable to secure the use of its offices located in County Court Houses which are closed on a day which the County celebrates as a holiday but the Commonwealth does not or the Department of Banking and Securities or Insurance Department is unable to secure the use of facilities located in financial institutions or insurance

companies which are closed on a day which the financial institution or insurance company celebrates as a holiday but the Commonwealth does not, employees located in such County Court Houses, financial institutions or insurance companies will observe a holiday on the day on which the holiday is being observed by the respective County, financial institution or insurance company in lieu of a holiday listed in Section 1 above. This Section is not intended to increase or decrease the number of paid holidays listed in Section 1 of this Recommendation for Department of Revenue, Department of Banking and Securities or Insurance Department employees.

Section 4. A permanent full-time employee on a Monday through Friday work week shall be paid for any holiday listed in Section 1 of this Recommendation, provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent thereto. If a holiday occurs while employees are on leave without pay under Recommendation 17, Section 3, they shall be paid for the holiday provided the employees 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.

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

Section 5. Permanent full-time 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 a regular Monday through Friday schedule, subject to the same entitlement requirement.

Section 6. If a permanent full-time employee works on any of the holidays set forth in Section 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. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 4 above. Paid time off for time worked outside of the employee's regularly scheduled shift shall not be in lieu of such holiday pay. If a written request is received prior to or within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee, prior to the holiday or within the 120 calendar day period succeeding the holiday. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time prior to the completion of the 120 calendar day period succeeding the holiday, the employee shall be compensated at the employee's regular rate of pay in lieu of such paid time off.

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. The employee shall receive paid time off for all hours worked on the day after Thanksgiving up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 4 above. Paid time off for time

worked outside of the employee's regularly scheduled shift shall not be in lieu of such holiday pay. If a written request is received prior to or within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee, prior to the holiday or within the 120 calendar day period succeeding the holiday. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time prior to the completion of the 120 calendar day period succeeding the holiday, the employee shall be compensated at the employee's regular rate of pay in lieu of such paid time off.

Local Management and the local union may meet and agree to buy out compensatory time earned as a result of working on a holiday, at the straight time rate prior to the expiration of the 120 day scheduling period. All agreements reached at the local level must be reviewed and approved by the Agency and the District Council. If no agreement is reached or no approvals received, compensatory time will be scheduled in accordance with paragraph 1 above.

Section 7. The Employer will attempt to equalize holiday work assignments among permanent full-time employees in the same job classification in the overtime equalization unit during each calendar year. Employees entering established equalization units after the beginning of a calendar year shall be credited for equalization purposes with the amount of holiday work equal to the maximum amount of credited holiday work held by an employee in the same classification in the equalization unit since the beginning of the applicable year. The Employer is not required to schedule employees for less than a full shift in order to equalize holiday work assignments.

Section 8. 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 Section 1 above except the day after Thanksgiving. Permanent part-time employees shall be compensated at their regular hourly rate of pay for all hours worked on the day after Thanksgiving.

Section 9. A permanent employee separated from the service of the Employer for any reason prior to taking paid time off earned by working a holiday listed in Section 1, shall be compensated in lump sum for any unused paid time off the employee has 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.

Section 10. Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all permanent employees who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift if a full holiday is declared, or up to a pro rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the employees their regular hourly rate of pay in lieu of such equivalent time off with pay.

Section 11. 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.

Section 12. 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 Section 1 of Recommendation 20 of this Memorandum.

Section 13. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Memorandum for the same hours worked.

RECOMMENDATION NO. 11
PERSONAL LEAVE DAYS

Section 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. Employees may be eligible for one additional personal leave day to be earned in the first calendar quarter provided the requirements of Recommendation 14, Section 13 are met.

- e. Leave service credit earned during all periods of Commonwealth employment will be used to determine whether, for purposes of this Section, an employee is in the first calendar year of employment, the second calendar year of employment, or the third and subsequent years of employment.

Section 2. Personal leave shall be scheduled and granted for periods of time requested by an employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the greatest seniority as it relates to total years of service with the Employer shall be given a choice of personal leave in the event of any conflict in selection. 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.

Requests for emergency personal leave will be entertained at any time with the understanding that an employee may be required to substantiate the emergency nature of the request and that further, it may be necessary, in order to accommodate the emergency, to reschedule requests of other employees for personal, holiday, compensatory leave and/or annual leave not scheduled during the selection period.

Requests for full day (7.5 or 8.0 hours) of unscheduled, extraordinary personal leave will be reviewed for approval. Employees will not be required to substantiate the need for the extraordinary absence; however, absence requests may be denied if such absence would create significant or serious operational impacts. Unscheduled, extraordinary personal leave is limited to two days per calendar year (15.0 or 16.0 hours), and the first two days of such unscheduled absences will be recorded as extraordinary personal leave.

An employee on an alternate work schedule may request and receive approval for extraordinary personal leave for a workday other than a 7.5 or 8.0 hour shift. In such instance, the entire shift shall be considered as extraordinary personal leave as long as the employee has a sufficient number of hours in his/her 15.0 or 16.0 hour allotment to cover the absence. Use of extraordinary personal leave on workdays for which there is an insufficient number of hours in the allotment to cover the full alternate work schedule shift will be limited to the available number of such hours.

Section 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.

Section 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 Section which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be lost.

Section 5. 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 Section 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 Section either the work day immediately before or after the birthday.

Section 6. An employee who becomes ill while on personal leave will not be charged personal leave for the period of illness provided the employee furnishes satisfactory proof of such illness to the Employer upon return to work.

Section 7. 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 the 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 Section 1 above.

Section 8. 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.

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

RECOMMENDATION NO. 12 LEAVES OF ABSENCE

Section 1. All time that an employee is absent from work shall be appropriately charged.

Section 2. Where a state civil service examination is not given 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 the employee's regular work hours subject to

management's responsibility to maintain efficient operations. Employees shall only be entitled to leave for this purpose on one occasion during each one-half 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 Section.

Section 3. All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made. Except for such emergency type leaves, the time when leave is taken is within the discretion of the Employer.

Except as provided in Recommendation 13, Section 3, requests for any type of leave to which an employee is entitled under this Memorandum and which are 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.

Section 4. The Employer will continue its present practice of granting administrative leave 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.

Section 5. Employees shall be granted up to four (4) hours of administrative leave per calendar year to donate blood.

Section 6. 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. 13
VACATIONS

Section 1. Employees hired prior to July 1, 2011 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
<u>Up to 3 Years:</u> Annual Leave will be earned at the rate of 2.70% of all Regular Hours Paid	37.5 Hr. Workweek: 52.5 Hrs.(7 days) 40 Hr. Workweek: 56 Hrs.(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 Hr. Workweek: 112.5 Hrs.(15 days)
40 Hr. Workweek: 120 Hrs.(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 Hr. Workweek: 150 Hrs.(20 days)
40 Hr. Workweek: 160 Hrs.(20 days)

Over 25 Years:

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

37.5 Hr. Workweek: 195 Hrs.(26 days)
40 Hr. Workweek: 208 Hrs.(26 days)

Employees hired on or after July 1, 2011 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**

Up to 3 Years:

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

37.5 Hr. Workweek: 52.5 Hrs.(7 days)
40 Hr. Workweek: 56 Hrs.(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 Hr. Workweek: 112.5 Hrs.(15 days)
40 Hr. Workweek: 120 Hrs.(15 days)

Over 15 Years:

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

37.5 Hr. Workweek: 150 Hrs.(20 days)
40 Hr. Workweek: 160 Hrs.(20 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.

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

Section 3. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of service with the Employer shall be given a choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection period shall be September 1-30 for vacations from January 1 to June 30 of the following year and March 1-31 for vacations from July 1 to December 31, unless there are existing or subsequent agreements on the selection period at appropriate local levels. Requests for leave submitted during the selection period shall be answered within 20 calendar days after the end of the selection period.

Section 4. Employees who work other than a regular Monday through Friday workweek and who request and are granted a vacation covering at least five (5) consecutive work days which immediately precedes or follows their regularly scheduled days off shall not have their regularly scheduled days off changed and for any requirement to work the regularly scheduled days off the employee shall be paid two and one-half times the employee's regular hourly rate of pay.

Section 5. 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.

Section 6. Employees who become ill during their vacation will not be charged annual leave for the period of illness provided satisfactory proof of such illness is furnished to the Employer upon return to work.

Section 7. 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.

Section 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 (337.5 or 360 hours). 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 Section 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 14, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 9. If an employee is required to return to work after commencement of a prescheduled 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 prescheduled vacation day or days. The employee shall be permitted to reschedule such vacation day or days in accordance with Section 3. This Section shall not apply to employees in the Department of Transportation who are recalled for the purpose of performing duties due to actual or anticipated adverse weather conditions.

Section 10. The provisions of Section 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 Section does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

Section 11. Employees on leave without pay to attend official union conventions or conferences in accordance with Recommendation 17, Section 3 shall have that time included in regular hours paid for purposes of earning annual leave entitlement and credited service under Section 1 above.

Section 12. 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.

Section 13. 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 re-employed during the furlough recall period, annual leave which was frozen will be reinstated. If the employee is not re-employed 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.

Section 14. For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

RECOMMENDATION NO. 14
SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. a. Employees shall be eligible to use paid 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 earned at the rate of 4.24% of all Regular Hours Paid	37.5 Hr. Workweek: 82.5 Hrs. (11 days) 40 Hr. Workweek: 88 Hrs. (11 days)
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b. Regular Hours Paid as used in this Recommendation include all hours paid except overtime, standby time, call-time, and full-time out-service training.

Section 2. Employees may accumulate sick leave up to a maximum of 300 days (2250 or 2400 hours).

Section 3. 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 the Employer has reason to believe that the employee has been abusing the sick leave privilege. 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. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

Section 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 Section 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 Section 3 above.

Section 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 Section 4 above.

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

Leave Service Credit	Sick Family Allowance
Over 1 year to 3 years	Up to 52.5/56 additional hours (7 days)
Over 3 years to 15 years	Up to 112.5/120 additional hours (15 days)
Over 15 years to 25 years	Up to 150/160 additional hours (20 days)
Over 25 years	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 Section 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 Section is defined as the following persons: husband, wife, domestic partner, child, step-child, foster child, or parent of the employee or the child of the employee's domestic partner or any other person qualifying as a dependent under IRS eligibility criteria.

Section 6. Employees may use up to five days of sick leave for the death of a spouse, domestic partner, parent, step-parent, child, or step-child or the child of the employee's domestic partner and up to three days of such leave may be used for the death of a 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.

Section 7. 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 Subsection b.

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

b. Eligibility for payment of benefits under Subsection 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, or
- (3) Other retirement with at least 25 years of credited service in the State and/or Public School Retirement Systems,
- (4) After 7 years of service, death prior to retirement or separation of service except as provided in Section 8.

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

d. No payments under this Section 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.

Section 8. When an employee dies as the result of a work-related accident, 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 to 90 days. Such payments shall not be made for part days of accumulated sick leave.

Section 9. The provisions of Section 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 Section does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

Section 10. Employees on leave without pay to attend official union conventions or conferences in accordance with Recommendation 17, Section 3 shall have that time included in regular hours paid for the purpose of earning sick leave entitlement in accordance with Section 1 above.

Section 11. 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.

An employee may elect to use annual or personal leave prior to anticipating sick leave.

Section 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.

Section 13. Employees who have more than one year of service since their most recent date of hire and use no sick leave in an entire leave calendar year shall earn one personal day in addition to those earned under Recommendation 11, Sections 1.a., 1.b., and 1.c., which will be available for use in the following leave calendar year. Sick bereavement leave used will not be counted; however, all other types of paid sick leave; unpaid sick leave used under Recommendation 17; and paid and unpaid leave used for work-related injuries shall count as sick leave for this Section.

Section 14. 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. 15 CIVIL LEAVE

Section 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 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.

Section 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.

Section 3. The term court as used in this Recommendation is intended to mean only the following courts: Minor Judiciary Court, Courts of Common Pleas, Commonwealth Court and the United States District Court.

Section 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 Subsection a. of this Section 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 LEAVE

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

Section 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 participation in any command post exercise or maneuver which is separate from annual active duty for training or inactive duty training.

b. For military training duty, as provided for in Subsection a. of this Section, 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.

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

b. For military training duty or other military duty as provided for in Subsection a. of this Section, 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.

Section 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 shall be granted military leave without pay. The provisions of Section 3 through Section 6 are consistent with Chapter 43, Part III, of Title 38 United States Code and Military Code, 51 Pa. C.S. §7301 et seq.

b. Employees who are on military leave without pay shall have their duties performed either by remaining employees and their positions kept vacant or by temporary substitutes.

Section 4. Granting, Duration and Expiration

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

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

(2) For initial active duty for training.

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

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

c. Military leave without pay shall expire:

(1) For period 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.

Section 5. Re-employment

Employees have the right to return to employment at the time of or prior to the expiration of military leave upon notifying the agency head 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 Section 4 c. (1) and (4), written application for reemployment is provided to the agency head.

Section 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.

Section 7. Retirement Rights

Employees who are granted military leaves may, under conditions provided in the Military Code (51 Pa.C.S. 7306) and Chapter 43, Part III of Title 38 United States Code and in accordance with procedures prescribed by the State Employees' Retirement Board and the Public School Employees' Retirement Board, choose either to continue or discontinue making regular payments into their retirement accounts.

Section 8. Loss of Benefits

Employees who are separated from the service by a discharge under other than honorable conditions, bad conduct, or dishonorable discharge shall not be entitled to any of the benefits of

Section 3 through Section 9 of the Recommendation (relating to military leaves without pay) except such vested rights as they may have acquired thereto by virtue of payments made into their retirement accounts.

Section 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 certified in writing that more than one day is required to complete the examination.

Section 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

Section 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.

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

Section 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 conventions or conferences:

1. AFSCME Council 13 Convention
2. District Council Conventions
3. AFSCME International Convention
4. Pennsylvania AFL-CIO Convention
5. AFSCME Women's Conference
6. Coalition of Labor Union Women Conference
7. Leadership Institute (Steward/Officer Training) Conference
8. Black Labor Coalition Conference

9. Memorandum Interpretation Training Sessions held after the negotiation of a new memorandum for the purpose of disseminating memorandum interpretation information to delegates. An employee may be granted leave without pay with seniority credit to attend two memorandum interpretation training sessions during the life of a memorandum.
10. Executive Board meetings of Council 13.
11. AFSCME Policy Committee, except for memorandum ratification.
12. AFSCME Council 13 Leadership Training

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 AFSCME, Council 13, 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.

Section 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.

Section 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 (900 hours for permanent part-time employees). 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 which shall state a prognosis and expected date of return. If requested and properly documented as medically necessary, leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve month year. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks, except as described in Subsection 5.d. below. For eligible permanent part-time employees, both the six month and 12 week entitlements provided by this Subsection will be pro-rated based on the employee's percentage of full-time regular hours worked.

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

c. It is understood by the parties that Subsection 5.b. applies except that employees may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave

available at the commencement of the absence. Saved days may be used by employees at any time during the first 12 weeks of the six month entitlement to leave without pay with benefits. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Recommendation 14. Such use will not be counted against the six month entitlement to leave without pay with benefits.

d. Intermittent or reduced-time sick leave without pay may be approved for absences after the first 12 weeks of the six month leave entitlement to leave without pay with benefits when due to a catastrophic illness or injury of the employee that poses a direct threat to life or to the vital function of major bodily systems or organs, and would cause the employee to take leave without pay or terminate employment. All accrued and anticipated leave must be used before granting leave without pay under this Subsection. Such leave without pay used will run concurrently with and reduce the six month entitlement to leave without pay with benefits.

e. One aggregate six month entitlement of leave without pay with benefits will be provided for sick leave without pay used under this Section, parental leave without pay used under Recommendation 18, Section 1.a., and family care leave without pay used under Recommendation 41, Section 1. Leave used under these Recommendations, as well as, military exigency leave used under Section 12 below, will be deducted from the six month entitlement and run concurrently.

f. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Recommendation 18, Section 1.a.; Recommendation 41, Section 1 and/or military exigency leave under Section 12 below, 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 (900 hours for permanent part-time employees).

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

h. This Section shall not apply to a work-related injury.

Section 6. 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 continuing illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return. The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits.

Leave under this Section 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 Section 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 Section shall not apply to a work-related injury.

Section 7. For denied work-related injuries, up to six months of leave without pay without benefits may be granted when the employee does not meet eligibility requirements for leave under Subsection 5.a. of this Recommendation.

Section 8. Up to six months of leave without pay without benefits may be granted to employees with less than one year of employment since the most recent hire date, provided the absence is at least two consecutive weeks in duration; however, only one occasion within a twelve month rolling year may be approved.

Section 9. Upon the expiration of any approved leave of absence without pay, except as provided in Section 6 above; Recommendation 18, Section 3; Recommendation 26, Section 7 and in Recommendation 42, Section 5, the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Recommendation 29, Seniority.

Section 10. It is understood by both parties that the provisions of Sections 5, 6, and 9 are consistent with the Family and Medical Leave Act of 1993, 29 USC Sections 2601 et seq.

Section 11. 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 Section 5 of this Recommendation.

Section 12. After completing one year of service, employees shall be eligible to use unpaid military exigency or military caregiver leave in accordance with the sideletter dated January 8, 2010. Military exigency absence provides 12 weeks of leave within a rolling calendar year. Military caregiver absence provides 26 weeks of leave within a single 12 month period. Both military exigency leave and military caregiver leave may be used intermittently or on a reduced time basis.

RECOMMENDATION NO. 18
PARENTAL LEAVE

Section 1. General

a. After completing one year of service, all permanent employees of the Employer who become parents through childbirth or formal adoption or placement of a child with an employee for foster care shall be granted up to six months of parental leave without pay with benefits upon request, on a rolling twelve month year basis, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave (900 hours for permanent part-time employees). Leave under this Section may be approved on an intermittent or reduced-time basis during the first twelve weeks of absence. After twelve weeks of absence, subsequent leaves may be approved on a reduced-time basis; subsequent leaves taken intermittently or continuously in the rolling twelve month year shall not be approved for periods less than two consecutive weeks. For eligible permanent part-time employees, both the six month and 12 week entitlements provided by this Subsection will be pro-rated based on the employee's percentage of full-time regular hours worked.

b. One aggregate six month entitlement of leave without pay with benefits will be provided for parental leave without pay used under Section 1.a., sick leave without pay used under Recommendation 17, Section 5.a., and family care leave without pay used under Recommendation 41, Section 1. Leave used under these Recommendations, as well as, military exigency leave used under Recommendation 17, Section 12, 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 Section, Recommendation 17, Section 5.a.; Recommendation 41, Section 1 and/or military exigency leave used under Recommendation 17, Section 12, 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 (900 hours for permanent part-time employees).

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 Section is subject to the employee's payment of any required employee contribution under Recommendation 25, Section 3.

Section 2. Granting Leave

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

Parental leave shall begin whenever employees request on or after the birth, adoption or foster care placement. However, it may be used prior to the date of custody or placement when required for adoption or placement to proceed. No parental leave shall be granted beyond one year from the date of birth, of assuming custody of an adopted child or of placement of a foster child.

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

c. During the first six months of absence under Section 1.a. of this Recommendation, the duties of the employee's position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a substitute employee.

Section 3. Re-employment

During the first six months of absence under Section 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 Section 1.d. of this Recommendation, the employee, upon written request to return to work, shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the 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 Section 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.

Section 4. Seniority Rights

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

b. Employees who utilized unpaid parental/childbirth leave prior to July 1, 1993 may apply to have seniority credit reinstated for the unpaid parental/childbirth leave utilized. Upon notification by the Employer, employees shall have sixty (60) days to apply for seniority credit for their use of unpaid parental/childbirth leave prior to July 1, 1993. Upon verification by the Employer, seniority credit for unpaid parental leave utilized prior to July 1, 1993 shall be reinstated. The reinstatement shall occur by June 30, 2012, and shall be applied on a prospective basis.

Section 5. Annual, Personal, Sick, Compensatory and Holiday Leave

a. An employee shall be required to use all accrued paid sick leave for the period that she is unable to work as certified by a physician upon commencement of parental leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits and shall be used in accordance with Recommendation 17, Section 5. Employees shall not be required to use annual, personal, compensatory or holiday leave upon the commencement of leave without pay; however, if annual, personal, compensatory or holiday leave is used, it also will run concurrently with and reduce such entitlement. Unused leave shall be carried over until return. An employee shall not earn annual, personal, and sick leave while on parental leave without pay.

b. It is understood by the parties that Subsection 5.a. applies except that employees may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used by employees at any time during the first 12 weeks of the six month entitlement to leave without pay with benefits as certified by a physician for the period that she is unable to work; such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Recommendation 14; such use will not be counted against the six month entitlement to leave without pay with benefits.

Section 6. 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 Section 1.a. of this Recommendation.

Section 7. Guidelines

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

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

RECOMMENDATION NO. 19
SALARIES AND WAGES

Section 1. Effective July 1, 2015, employees will continue to be paid in accordance with the July 1, 2014 Standard Pay Schedule in Appendix A.

Section 2. a. Employees hired into classifications covered by this Memorandum shall be paid the minimum rate for the pay scale group assigned to their classification as reflected on the Standard Pay Schedule.

b. The Commonwealth may hire employees at pay rates above the minimum rate of the assigned pay scale group. In such cases, the Office of Administration will notify AFSCME Council 13 after it has approved the hiring above the minimum rate and before the above minimum appointments are made by the appointing authority.

Section 3. a. Employees covered by this Memorandum who have been employed continuously by the Commonwealth since January 31, 2015 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2016.

b. 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 Subsection a., if they are in an active pay status on the effective date of the increments.

c. 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 Subsection a., 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.

Section 4. 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 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 step in the pay scale group.

Section 5. The cash payment provided for in this Recommendation shall not be added to the employee's base salary. The cash payment will be subject to dues and fair share fee deductions where applicable.

Section 6. An employee in an inactive pay status shall, upon return to active pay status, be entitled to the service increment or cash payment outlined in Section 3 where applicable.

Section 7. 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. The supervisor has more Commonwealth service than the subordinate. 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 from the date of termination.
- b. The supervisor will not be eligible for the differential adjustment if the subordinate's salary is greater than the supervisor's salary as a direct result of any type of demotion or downward reclassification involving a salary save.
- c. For supervisors with a fixed subordinate workforce, supervisor/subordinate pay relationship reviews will occur on an ongoing basis using the criteria established above. The effective date for adjustments for the ongoing review will be the date the subordinate began earning a higher salary than the supervisor.
- d. For supervisors with a rotating subordinate workforce in agencies under the Governor's jurisdiction, supervisor/subordinate pay relationship reviews will occur on a date to be determined by the Office of Administration, Bureau of Classification, Compensation and Workplace Support, Salary and Time Administration Division and AFSCME Council 13. In no case will the review be less than 9 months or more than 15 months from the previous review. The effective date for adjustments will be the date of the review.

Supervisory differential adjustments for employees in agencies under the Governor's jurisdiction must be approved by the Office of Administration.

Section 8. The salaries of employees shall be paid biweekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

Section 9. The policies regarding pay scale group revisions contained in the Commonwealth's Personnel Rules shall continue.

Section 10. All employees are required to sign up for direct deposit of paychecks and travel expense reimbursement.

RECOMMENDATION NO. 20
OVERTIME

Section 1. One and one-half of the employee's regular hourly rate of 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 whose work schedules consist of any 10 days within a consecutive 14 calendar day period as provided in Recommendation 6, Section 6, for any work in excess of eight hours in any one work day or in excess of 80 hours in a pre-established bi-weekly work schedule.
- c. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsections a. and b. of this Section.
- 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, except as provided hereafter in this Subsection, such employees shall be granted their regular, straight-time rate of pay or, by mutual consent of the Employer and employee involved, compensatory time off one hour for each hour worked at a time to be agreed upon by the Employer. Existing methods of operation and practice concerning compensatory time for employees in exempt classifications who control their own work hours shall continue.

Section 2. The Employer will attempt to assign overtime to permanent, full-time employees prior to assigning overtime to temporary employees or employees working out of classification in the classification in which the overtime assignment is being made, subject to Management's responsibility to maintain efficient operations.

Section 3. The following items will be regarded as hours worked for the purpose of computing overtime pay under Section 1 of this Recommendation:

- a. Hours worked, excluding standby time.
- b. Rest periods.
- c. Holidays
- 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.

Section 4. 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 the employee's five regularly scheduled work days and works the employee's first scheduled day off in the work week. If such an employee is in an active pay status the employee's next five regularly scheduled work days and works the employee's next scheduled day off or next two scheduled days off, the employee shall be paid double time for hours worked on those days. 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 on each of the five regularly scheduled work days of the associated work week.

b. An employee whose work schedule consists of any 10 days within a consecutive 14 calendar day period as provided in Recommendation 6, Section 6, shall be paid double time for the second and/or 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 bi-weekly 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 bi-weekly 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 the first five regularly scheduled work days and the second five regularly scheduled work days, and work the first and second scheduled days off in the normal bi-weekly 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 bi-weekly work period, 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 bi-weekly 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 to work through their rest period, while on premium overtime.

Section 5. By mutual agreement between the Employer, the Union and the employee involved, compensatory time at the appropriate rate may be granted in lieu of premium overtime pay. Such compensatory time is to be granted within the 120 calendar day period succeeding the date on which the overtime is worked. If a written request is received prior to or within 45 days after the date on which the overtime is worked, the compensatory time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee. If the Employer does not schedule the compensatory time in accordance with the employee's request, or at some other time mutually agreed to, prior to the completion of the 120 calendar day period succeeding the date on which the overtime is worked, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off.

Section 6. The Employer will attempt to equalize overtime during each one-half calendar year between or among the employees within the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work among those employees who have stated a willingness to work overtime. In the event that there are an insufficient number of volunteers, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees who has had the least assigned overtime on a non-volunteer basis during the period. Seniority status in this regard shall be Classification seniority. Nothing in this Section shall require the Employer to accept as a volunteer or to assign overtime to an employee where the employee would be entitled to double time for such overtime work.

An employee declining overtime shall be credited with the overtime worked by the employee accepting or assigned to the overtime for equalization purposes. If an employee is unable to be reached by telephone the Employer will leave a message and document the call on a call log. An employee who does not return the call within ten (10) minutes will be determined to be unavailable and shall be credited with the amount of overtime worked by the employee accepting or assigned to the overtime. If an employee returns the call within ten (10) minutes but the overtime is no longer available, the employee will not be charged with the hours for equalization purposes. Local agreements or appendix language that address employees who are unable to be reached by telephone shall supersede this provision. Employees may be passed over in order to comply with the equalization requirements.

An employee submitting a written statement of willingness to work overtime or withdrawing the written statement of willingness to work overtime 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 at the time of submitting or withdrawing the statement. This paragraph shall be superseded by any existing or subsequent procedure mutually agreed upon in writing by the Employer and the Union at an agency, institutional or local agency level.

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

Equalization units may be changed by written agreement 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.

Until a new equalization agreement is put into effect the parties will continue to abide by the existing written equalization agreement. If no written equalization unit agreement is in effect, the parties agree to continue the existing method of assigning overtime until a written overtime equalization unit is put into effect.

An employee in a bargaining unit covered by the Master Agreement who is temporarily assigned to a position in a first level supervisory unit covered by this Memorandum will have overtime equalized with other appropriate employees in the temporarily assigned classification in the first level supervisory unit during the temporary assignment. In this situation, the employee will be credited with the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time the employee begins the temporary assignment and/or at the time the employee ends the temporary assignment.

Section 7. 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 Section 2.

Section 8. Payment for overtime is to be made the pay day of the first pay period following the pay period in which the overtime is worked. For the purpose of this Section, and in the determination of this time, pay periods will be considered as after-the-fact.

Section 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. 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 Section 1 of this Recommendation.

Section 10. When permanent full-time employees who normally perform a certain type of work within a seniority unit are on furlough, the Employer will not schedule other employees within the seniority unit to perform the same type of work on an overtime basis where such furloughed employees have the skill and experience to perform such work if the overtime involves full shifts and is expected to extend on a regular basis, for a period of four or more weeks.

Section 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 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.

RECOMMENDATION NO. 21 SHIFT DIFFERENTIAL

Section 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.

Section 2. Employees who work overtime on their work shift as described in Section 1, or who work 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 on a day other than a scheduled work day will receive the shift differential for each non-premium hour worked and will have the shift differential included in the base rate for the purpose of computing the appropriate overtime premium rate.

An employee who works overtime after or before a scheduled work shift for which shift differential is not applicable, whether or not the overtime work is for a full 7.5 or 8 hour shift, shall not receive shift differential or have it included in the base rate for computing the overtime premium rate.

Section 3. This Recommendation shall apply to Health Facility Quality Examiner Supervisors.

RECOMMENDATION NO. 22 CALL TIME

Section 1. Employees who have been called in to work outside of their regular shift schedule shall be paid at the appropriate rate for the hours worked or a minimum of three hours' pay at the employee's regular straight time hourly rate, whichever is greater. Call time pay begins when employees report to their assigned work site ready for work. Employees will be permitted to leave the work site when the work assignment that is the reason for the call time is completed unless the employee's scheduled work shift has commenced. There shall be no duplication of hours or pay.

Section 2. The provisions of Section 1 above are not applicable to Forest Technician Supervisors when called to fight fires. Such employees when called out to fight fires shall be guaranteed two hours of work on a portal to portal basis.

Section 3. Call time provisions shall not be applicable to the raising and lowering of flags at government installations.

Section 4. Unless provided otherwise herein, the provisions of Section 1 shall be applicable to any work assignment that is separated from the employee's regular shift schedule or other work assignment by a break in time other than a meal period. Section 1 shall not be applicable to scheduled overtime where the past practice has been to schedule certain work assignments on a regular basis without being subject to any minimum hours or pay.

RECOMMENDATION NO. 23 STANDBY TIME

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 employees shall, at the Employer's discretion, either be paid 25% of their regular base pay for such standby time or receive compensatory time off equivalent to 25% of such standby time. Employees shall be considered to

be on standby time until officially released. Standby time shall not be considered hours worked for the purpose of overtime computation. An employee shall not be considered to be on standby time while being paid for call time.

RECOMMENDATION NO. 24
LIFE INSURANCE

Section 1. The Employer shall continue to assume the entire cost of the insurance coverage for eligible employees as set forth in the currently existing life insurance plan as modified by Section 2. 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. The amount will be reduced to 65% on the date the insured individual reaches age 70 and to 50% on the date the insured individual reaches age 75.

Section 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 months. Permanent employees who are on sick, parental, or family care leave without pay for longer than six months may remain in the program for an additional six 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. Except as provided in c. below, 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 year by paying the entire premium.

c. Permanent employees who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive 100% State-paid coverage for the period they are on leave. If the leave extends beyond the regular leave period, employees may remain in the program for up to one year by paying the entire premium.

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

RECOMMENDATION 25
HEALTH BENEFITS

Section 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 the Union 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 Agreement effective on the first pay date in July 2015:

July 2015 – June 2016 \$455 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 rate.

d. The Fund shall maintain a reserve sufficient to pay on a cash basis the three (3) next succeeding months of projected claims and expenses. Reserve is calculated as the ending fund balance, meaning the net amount of funds on hand as of the close of any given month. Fund revenues are to be adjusted to reflect the relevant cash amounts that should have been or are to be received or collected by the Fund under the Memorandum. Fund expenses are to be adjusted for any expense which should have been paid for the period. At each bimonthly meeting of the Board of Trustees, the Fund's actuary will present their financial projection to the Finance Committee including a report that will show the projected reserve level at the end of the succeeding 24 months, or through the end of the current Memorandum if this latter period is less than 24 months. The report will concisely state the assumptions and factors used in making these projections.

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

as defined above, the actions below will be triggered:

1. The first day of the quarter during which the average reserve would be less than three (3) months will be considered the "target date" for additional funding;
2. At least six (6) months prior to the target date, the Fund's actuary will review the projection and confirm that a funding adjustment is needed and the amount of such adjustment. If the need for a funding adjustment occurs in the first nine (9) months, this subparagraph shall not apply;
3. Should the Commonwealth not dispute the finding by the Fund's actuary that an adjustment is necessary, the Commonwealth will implement the funding adjustment at least ten (10) calendar days prior to the target date.
4. If either the Chairman of the Board, Secretary of the Board, any four (4) management or any four (4) union Trustees of the Board dispute the findings of Fund's actuary, the Chairman and the Secretary of the Board of Trustees will select a neutral actuary within five (5) business days to resolve the dispute and will forward their respective positions and any supporting documentation to the neutral actuary within five (5) business days of such selection. The neutral actuary may communicate and ask questions of the Fund's actuary provided, however, if such communications occurs, the Finance Committee will have access to the discussions.
5. The neutral actuary shall render a decision within 30 calendar days of the receipt of said positions/documentation, which decision will be final and binding on the parties and must be implemented within 10 (ten) business days of its receipt by the parties.
6. The adjustment must be sufficiently large so as to restore the size of the reserve to a minimum of three months within 30 days following the target date.
7. Once the reserve exceeds the three (3) month equivalent, the contribution rate shall be reduced to the amount provided under this Section unless the parties agree that a new rate is necessary to maintain a three (3) month reserve.
8. It is understood and agreed to by the parties that the process outlined above is designed to ensure adequate funding for the PEBTF and not intended to place the financial status of the Fund in jeopardy.
 - e. The Employer shall make aggregate payments of Employer contributions together with an itemized statement to the Fund within one month from the end of the month in which the contributions were collected.
 - f. All benefits extended by the Fund must be designed to be excludable from the "regular rate" definition of the Fair Labor Standards Act, unless hereinafter required by federal law to be included.

g. No dispute over eligibility for benefits or over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any collective bargaining agreement, except as otherwise specifically provided within this Recommendation.

h. It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be hereby charged with any responsibility in any manner connected with the determination of liability to any employee claiming any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Fund shall be limited to the contributions indicated under Subsections c. and d. above.

Section 2. The provisions of Sections 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 Section 1 (employees) and/or Section 6 (annuitants) of this Recommendation, respectively.

Section 3. The Fund shall continue to provide each permanent full-time active employee medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund. In addition, it shall provide dependency coverage where the dependents of the employee qualify. The Fund shall continue to provide permanent part-time employees who are expected to be in active pay status at least 50% of the time every pay period medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund. In addition, it shall provide 50% dependency coverage where the dependents of the employee qualify. Such employees shall contribute an amount determined by the Fund's Trustees toward the cost of coverage. Enrollment and continued coverage in Fund benefits is further subject to the following conditions:

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

July 2015 – June 2016	5.0%
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Employee contributions shall be effective the first full pay period in July 2015. 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 Section 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 2015 – June 2016	3.0%	2.0%	5.0%

Employee Contribution Waivers shall be effective the first full pay period in July 2015.

c. The parties agree that 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, and such determination is certified by a neutral actuary selected by the Chairman and the Secretary of the Board of Trustees, the Trustees may 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, and the neutral actuary, if appropriate. If such review 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 Agreement, without any action on the part of the parties or the PEBTF Board of Trustees. This Subsection shall not supersede or supplant the provisions of Section 1.d. of this Recommendation.

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

(2) After completing six (6) months of employment, the employee and his/her qualifying dependents will be eligible for coverage under the Fund's supplemental benefits, and the employee will be permitted to cover his/her qualifying dependents under the least costly medical plan at no additional cost. If a more costly medical plan is selected, the employee will be required to pay the cost difference between the least costly and more costly plan, in addition to the employee contribution required under Section 3.a.

(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.

Section 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 41) 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. Except as provided in c. below, permanent part-time employees and those permanent full-time employees who are placed on suspension or who are granted leave without pay for any reason other than 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. Permanent full-time employees and permanent part-time employees who are eligible for benefits and who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive benefits as determined and extended by the Fund for the period they are on leave. If the leave extends beyond the regular leave period, employees will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

d. The Employer shall continue to make full contributions to the Fund for permanent full-time employees for the period of time for which they are entitled to benefits under Subsection a. or c. and 50% contributions for permanent part-time employees for the period of time for which they are entitled to benefits under Subsection a. or c.

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

Section 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.

Section 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 during the term of this Memorandum for employees who retire on or after July 1, 2011 shall be three percent (3%) of the employee's final average salary at the time of retirement, as determined by the methodology utilized by the State Employees' Retirement System to calculate pension benefits, and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate. The methodology utilized by the State Employees' Retirement System to calculate pension benefits will also be applied to determine the

annual retiree contribution rate for employees who retired on or after July 1, 2007 through June 30, 2011 in those situations where said methodology results in a lower retiree contribution rate than results from the use of final gross annual salary; in situations where use of final gross annual salary yields a lower contribution rate for such former employees, it shall continue to be used. Further, the annual retiree contribution rate for Medicare eligible retirees who have a contribution rate of three percent (3%) will be reduced to one and one-half percent (1.5%) of the appropriate base (final gross annual salary or final average salary) when a retiree becomes eligible for Medicare coverage, and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate.

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

e. The Employer shall continue to pay the cost of coverage, subject to the required retiree contribution rates, for annuitants who retire under (1), (2), (3), (4) or (5) below and who have elected REHP coverage:

(1) Retirement at or after superannuation age with at least 15 years of credited service (20 years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems, except that

(a) an employee who leaves State employment prior to superannuation age and subsequently retires at or after superannuation age must have 25 years of credited service in the State and/or Public School Retirement Systems,

(b) an employee who is furloughed prior to superannuation age and subsequently retires at or after superannuation age during the recall period must have 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems,

(c) an employee who leaves State employment prior to superannuation age and is subsequently rehired and then retires at or after superannuation age must have 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply,

(d) an employee who leaves State employment subsequent to superannuation age and is subsequently rehired and then retires must have 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems with at least three years of credited service from the

most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.

(2) Disability retirement, which requires at least five years of credited service in the State and/or Public School Retirement Systems, except that, if an employee had previously qualified based on an approved disability retirement, then returns and retires under a normal or early retirement, he or she must retire at or after superannuation age with 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems or 25 years of credited service in the State and/or Public School Retirement Systems or

(3) Other retirement with at least 25 years of credited service in the State and/or Public School Retirement Systems, except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.

(4) All employees who had at least 15 years of credited service as of June 30, 2008, or who had 13 years of credited service and were within one year of superannuation age as of June 30, 2008, whether it had been purchased as of that date or was eligible to be purchased as of that date, shall be eligible to elect REHP coverage upon reaching superannuation age with 15 years of credited service rather than 20. The three-year rehire rule will not apply to such employees.

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

Section 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.

Section 8. The parties will evaluate the health plans offered under the Fund, and take action as necessary, in order to ensure that a tax and/or penalty is not assessed against the Commonwealth pursuant to the Affordable Health Care Act as a result of the impact upon employees of any such plans.

RECOMMENDATION NO. 26 WORK-RELATED INJURIES

Section 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, 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 Section, the provisions of Section 13 may apply.

For temporary employees, accumulated leave and injury leave without pay shall be available for up to an aggregate of 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 Section cannot be changed more than once.

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

Section 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.

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

Section 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 Section 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 Section 1.

Section 6. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendation 24 and 25 will continue for the period of time that the employee is on leave under Sections 1 and 13.

Section 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 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 Section 1, or Section 13, where applicable, and the end of the guarantee in this Section, 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 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.

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

Section 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 Recommendations 11, 13, and 14. 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 Section is not applicable to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Section 1 shall apply.

Section 10. Sections 4, 6, and 8 of this Recommendation shall not apply to temporary employees.

Section 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.

Section 12. Sections 1 through 11 and 13 of this Recommendation shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

Section 13. 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 Section 1 or 13 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 Section 1.

Section 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 Sections 2601 et seq. and that leave granted in accordance with Sections 1 and 13 shall be designated as leave under the provisions of the Act.

Section 15. It is understood by both parties that the provisions of this Recommendation are consistent with the Americans with Disabilities Act and the Pennsylvania Human Relations Act, 43 P.S. Sections 951 et seq.

RECOMMENDATION NO. 27 CLASSIFICATION

Section 1. The position classification plan, as established and maintained by the Employer, consists of a schedule of classification 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 work of the classification. Only in those instances where there is a substantial change in permanent job duties or job content during the term of this Memorandum which justifies a change in job classification, the employees may process an appeal for a reallocation of their position through Step 2 of the Expedited Classification Grievance Procedure as follows:

STEP 1: The Employee or the Union will present the grievance to the agency Human Resource Director or his or her designee. The Employee or Union will also provide an informational copy of the grievance to their institutional, regional or district Human Resources Office where applicable. The Employee or the Union shall attach to the grievance a description of the job. The Employer will respond in writing within 45 working days of receipt of the grievance.

STEP 2: In the event that the grievance is not satisfactorily resolved at Step 1, the Employee or the Union may submit a written appeal to the Office of Administration, Classification and Pay Division within 15 working days after the Employer's Step 1 response is due. The Office

of Administration will then have 45 working days to respond in writing to the grievance appeal at this level. Decisions made prior to Step 2 may be reversed by the Office of Administration. The decision of the Employer shall be final, binding and determinative of the issue.

If a determination is made by the Employer in the course of an employee appeal that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing.

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be downgraded, the employee shall be demoted to the proper classification and pay scale group at the nearest step not greater than the employee's current salary. If the employee's salary is greater than the maximum 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 class 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.

Section 2. The Union recognizes the right of the Employer to direct its working force, 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 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 any five full cumulative days in a calendar 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 temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher level duties on the employee's scheduled workday immediately before and immediately after such holiday and is paid at the higher rate on those days. The holiday shall not count toward the requirement for five full cumulative days in a quarter. Once the requirement for the five full cumulative day threshold has been met, payment will be included in the bi-weekly paycheck. If the position is filled permanently by other than the employee temporarily filling the position, the employee temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits for such increments to which they would have been entitled had they remained in their normal assignment. An employee or employees shall not be temporarily assigned to perform in general the duties and responsibilities of a position in a higher rated classification for more than nine continuous months or the length of the leave of

absence of the employee being replaced, whichever is greater.

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 Section, 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 Pennsylvania State System of Higher Education, the calendar quarters shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. For employees of the Auditor General, the calendar quarters shall be defined as beginning with the first full pay period in January through the pay period that includes March 31, the first full pay period in April through the pay period that includes June 30, the first full pay period in July through the pay period that includes September 30, and the first full pay period in October through the pay period that includes December 31.

Section 3. The Employer shall notify the Union of changes to the Classification and Pay Plan involving jobs presently in or reasonably anticipated to be placed in certified bargaining units for which the Union is the representative, prior to the submission of these changes to the Executive Board of the Commonwealth. The Union will submit its comments in writing, to the Employer within 30 calendar days of receipt of the notification. If written comments are not received from the Union within 30 calendar days, the Employer will contact the Union before submitting the proposals to the Executive Board. Reasonable written requests by the Union for time extensions will be granted.

If the Union disagrees with a change to the Classification and Pay Plan affecting an existing job represented by the Union that is proposed by the Employer, the Union may submit the issue to the Job Evaluation Committee. The Committee will be comprised of representatives from AFSCME Council 13 and the Office of Administration, Classification and Pay Division. Agency management representatives may sit on the Committee when deemed necessary by the Employer, and AFSCME District Council representatives may sit on the Committee when deemed necessary by the AFSCME Council 13. AFSCME Council 13 will place issues before the Committee by submitting a written request to the Office of Administration, Classification and Pay Division. The request will identify the Union's specific objections to the Commonwealth's proposal and the Union's rationale for the objections. The Committee will then meet to review and discuss the Union's objections. Either party may elect to hold a subsequent meeting of the Committee for the purposes of hearing from potential affected representative employees chosen by the Union. The Employer will provide a written response to the Union upon completion of its review.

Section 4. If an employee works out of class in a position in a higher rated classification within the seniority unit for 113 or more full days in a year, the Employer will post a vacancy in that classification in that seniority unit which shall be filled in accordance with Recommendation 29. The Employer will not rotate the higher level assignment of employees or equipment for the purpose of circumventing the 113 day rule.

This Section shall not apply where an employee is assigned to perform the duties of a position in a higher rated classification to replace another employee on an approved leave of absence.

Section 5. A statewide joint committee comprised of 5 representatives from the Union and 5 representatives from the Employer shall be established to discuss recruitment and retention issues involving jobs in units represented by the Union.

RECOMMENDATION NO. 28
DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not demote, 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 standard grievance procedure/first step of the accelerated grievance procedure, within 15 working days of the date of its occurrence. The appropriate district council and local of the Union shall be notified promptly by the Employer of any suspension, discharge or demotion provided, however, the requirement to notify the district council and local of the Union will not be applicable if the Union has not informed, in writing the agency or institution of the applicable district council and local for the employee involved. The failure of the Employer to comply with the preceding notification requirements will not affect the validity of the action, but will suspend the time period set forth above until the notification is sent.

Section 2. Any action instituted under Section 1 of this Recommendation shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof.

Section 3. In the event any action is taken by the Employer under the provisions of this Recommendation which involves patient abuse and a grievance is filed by an employee, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

Section 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, including the manner in which suspended or discharged employees are escorted off of the Employer's premises. 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 Section.

Section 5. The provisions of Section 1 shall not apply during the initial 180 calendar days of probationary employment. The probationary period can be extended by written agreement between

the Employer and the appropriate local or district council of the Union for an additional period, during which time Section 1 shall not apply. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the initial 180 calendar days or any extension period.

A temporary employee who receives a permanent position through the process set forth in Recommendation 29, Section 21 will serve a 180 calendar day probationary period in the permanent position. The probationary period can be extended by written agreement between the Employer and the appropriate local or district council of the Union for an additional period. During the 180 calendar day probationary period, or any extension period, the employee will have a limited right to the grievance and arbitration procedure for discharge for unsatisfactory work performance. The burden of proof shall rest upon the Employer to prove unsatisfactory work performance. Periods of leave without pay and periods during which an employee is using paid leave to supplement workers' compensation shall not count toward the initial 180 calendar days or any extension period.

Section 6. This Recommendation shall not apply to demotions resulting from an employee appeal, an Employer-initiated classification review or unsuccessful completion of a probationary period upon promotion.

Section 7. It is agreed that this Recommendation shall be binding and irrevocable during the term of this Memorandum.

Section 8. The Employer and the Union agree to continue the alternative forms of discipline in lieu of suspension actions program in accordance with the side letter dated February 1, 2000.

Section 9. 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".

Section 10. The Commonwealth agrees to meet and discuss at the request of the Union over the SEAP Program.

RECOMMENDATION NO. 29 SENIORITY

Section 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. Classification seniority standing for the purpose of promotion shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in the employee's

current classification. An employee whose position has been downgraded will have service in the higher classification counted toward classification seniority in the lower classification.

b. Master Memorandum seniority standing for the purpose of furlough shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in first-level supervisory classifications in all meet and discuss units included in this Memorandum.

c. Employees who served in the Armed Forces of the United States during periods of war in which the United States was or is engaged as listed below shall be responsible for providing proof of military service to their human resource officer within 60 days of their first day of work or 60 days after discharge or release from active duty during a current period of war in order to receive seniority credit in accordance with the Veteran's Preference Act 51 PA C.S. 7101. Failure to provide the required proof of service during the time period shall bar the employee or union from claiming credit for such service at a later date.

Applicable periods of war are as follows:

- (1) World War II – December 7, 1941-September 2, 1945
- (2) Korea – June 25, 1950-July 27, 1953
- (3) Vietnam – August 5, 1964-January 28, 1973
- (4) Persian Gulf – August 2, 1990-August 31, 1991
- (5) War on Terrorism – September 11, 2001 to date determined by the Adjutant General (Department of Military and Veterans Affairs) pursuant to 51 PA C.S. 7101.

d. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following 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 17, Section 3; leave without pay for work-related injuries in accordance with Recommendation 26; sick leave without pay in accordance with Recommendation 17, Sections 5 and 6; parental leave without pay in accordance with Recommendation 18, Section 1 and family care leave without pay in accordance with Recommendation 42 will be accumulated. This total number of hours will be divided in 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.

Section 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 Master Memorandum and Classification seniority. If an employee is returned within one year after such break in service, the employee 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.

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

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

Section 3. Seniority lists shall be prepared for each seniority group and revised where necessary every six months. Appropriate service information shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards. Seniority lists shall be provided to the local Union President upon request not more than once every six months. Grievances alleging a violation of this Section may be appealed directly to the fourth step of the grievance procedure or directly to the State Committee, where applicable. In the Pennsylvania State System of Higher Education grievances alleging a violation of this Section may be appealed directly to the third step of their grievance procedure or directly to the State Committee, where applicable.

Section 4. All vacancies which are to be filled within the seniority unit will be posted at appropriate work locations prior to the filling of such vacancies for a period of at least 15 calendar days unless an emergency requires a lesser period of time. The Employer also agrees to post entrance level vacancies within the seniority unit at appropriate work locations prior to the filling of such vacancies for a period of at least five calendar days unless an emergency requires a lesser period of time. Such postings shall include the position number (Bureau Code, Class Code and serial number).

Section 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 classification immediately below the vacancy within the seniority unit 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 employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Classification 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 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 Section 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.

Section 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 classification immediately below the vacancy within the seniority unit wishing to bid for such a vacancy shall submit their name to the Employer 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 employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Classification seniority subject to the exceptions noted in Subsections (1), (2) and (3) of Section 5.b. of this Recommendation.
- c. When a vacancy is filled by examination within a seniority unit, the bidding employee with the greatest Classification seniority in the classification immediately below 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 the person 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 Section is subject to the exceptions as set forth for non-civil service employees in Subsections (1), (2) and (3) of Section 5.b. of this Recommendation. For the purpose of this Section, 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 Section and was temporarily assigned, at the time the position was posted or thereafter, the work in that position, the employee will be promoted retroactive to the ending date of the posting.

Section 7. When the Employer determines that a furlough is necessary within a seniority unit, employees will be furloughed in the inverse order of Master Memorandum 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 the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided the employee has more Master Memorandum seniority than the employee with the least Master Memorandum 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 Subsection a. above to bump into a lower classification the employee shall bump laterally or down into any other classification previously held within the meet and discuss unit but within the same geographical and organizational limitation as the seniority unit, 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 under Subsections a. and b. above to bump into a position, the employee shall bump laterally or down into any classification previously held within any meet and discuss unit included in this Memorandum but within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring using the seniority procedure specified in a above. If such a bump is still not available, the employee shall bump into any other lower classification of the classification series of the position previously held using the same procedure.
- d. If the affected employee is unable to bump into any position as provided in Subsections a., b., and c. above, and the employee formerly occupied a classification within any rank and file bargaining unit included in the Master Agreement between the Commonwealth of Pennsylvania and the American Federation of State, County, and Municipal Employees, AFL-CIO, such employee shall then first bump laterally or downward into the classification occupied immediately prior to leaving a bargaining unit included in that Agreement, or if such a bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring and provided that the employee has more Master Agreement seniority than the employee with the least amount of Master Agreement seniority in that classification and has the requisite skill and ability, and provided that the employee has not had a break in service as defined in Section 2 since leaving the bargaining unit. If a position cannot be obtained in this manner, the same procedure will be repeated for any position previously held within any bargaining unit included in that Agreement or if such a bump is not available then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring.

- e. If the affected employee is unable to bump into any position as provided in Subsections a., b., c., and d. above, the employee shall be furloughed, subject to the provisions of Section 12 of this Recommendation.
- f. If an employee refuses to exercise rights under this Section, the employee shall forfeit all further bumping rights under this Section, recall rights under Section 9 of this Recommendation to positions in all classifications except the one from which the employee was furloughed and placement rights under Section 12 of this Recommendation.
- g. In cases where a seniority unit is comprised of more than one geographic work location, an affected employee, who in exercising his or her bump rights under Subsections a., b., c. and d. above, would otherwise be required to move into another geographic location within the seniority unit, may bump the employee in the affected employee's current geographic work location with the least amount of Master Memorandum seniority. The employee with the least Master Memorandum seniority in the affected employee's current geographic work location may then bump an employee in another geographic location within the seniority unit, in accordance with Subsections a., b. and c.
- h. For the purposes of the exercise of bumping rights under this Section, permanent full-time employees shall have bumping rights to both full-time and part-time positions. Permanent part-time employees shall have bumping rights to part-time positions only.
- i. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.

Section 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; temporary employees will be separated before any provisional employees; and all provisional employees will be separated before any probationary employees or any regular status members of the classified service are furloughed.

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

Section 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 for those employees furloughed under Section 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 seniority unit 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 in which the furlough occurred

provided they have the requisite seniority and skill and ability.

- b. Such recall lists will remain in effect for a furloughed employee for a period of three years after the effective date of the furlough.
- c. In the event an employee on a recall list refuses an offer of employment in a lower classification for which the employee has seniority rights, the employee shall forfeit recall rights to such a classification; if the employee refuses an offer of employment in the classification from which the employee was initially furloughed, the employee shall forfeit all recall rights.
- d. During the period that employees are on a recall list, they shall keep the Employer informed of any change of address. An employee who is not offered recall because of failure to notify the Employer of a change of address and who subsequently informs the Employer of the current address shall be returned to the recall list and shall be offered the next opportunity for recall, provided the employee's three year recall period has not expired.
- e. During the recall period employees may be offered recall to either temporary or part-time positions. If an employee refuses an offer of either temporary or part-time recall, the employee forfeits all further recall rights to the type of employment refused. The employee would retain recall rights to permanent, full-time employment for which the employee is eligible.
- f. 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.
- g. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall upon recall from the furlough to permanent employment, be credited with seniority for the amount of time spent in the temporary capacity.
- h. 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.
- i. The Employer will provide the Union with a copy of all recall lists.
- j. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights under this Section as of the date of the approval of benefits by the State Employees' Retirement Board.
- k. A permanent part-time employee shall only have recall rights under this Section to part-time positions (temporary or permanent).

Section 10. An employee desiring to transfer to another position in the same, equivalent or lower level classification shall submit a written request to the human resource office for the employee's seniority unit stating the reasons for the requested transfer. Prior to filling a vacancy, all written requests received for the position from employees within the same geographical/organizational limitation as the seniority unit will be considered. If the Employer in its sole discretion agrees to such transfer, the employee shall be entitled to maintain appropriate seniority rights. Nothing in this Section shall supersede the seniority rights of employees under this Recommendation.

Section 11. 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 Classification seniority. If Classification seniority is equal for competing employees, Master Memorandum seniority will be used. If Master Memorandum seniority is also equal, the assignment will be made by lot.

Section 12. If an employee is unable to execute a bump as provided by Recommendation 29, Section 7, and is placed on a furlough list, the Commonwealth will attempt to place the employee in a budgeted, available, uncommitted vacancy in a classification covered by the Master Memorandum to which there are no seniority claims in the following manner:

a. Placement will be made to positions in classifications covered by the Master Memorandum to which an 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 the Master Memorandum in the same or lower pay scale group in the agency from which the employee was furloughed, provided the employee meets the minimum requirements and qualifications essential to the work of the vacancy.

If an employee is unable to be placed under paragraph one of this Subsection, placement will be made to entrance level vacancies in a classification in the same or lower pay scale group in the same meet and discuss unit from which the employee was furloughed in any agency under the jurisdiction of the Governor, 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 28, Section 1 shall not apply. Employees who are terminated for failure to successfully complete the probationary period shall retain recall rights under Section 9 of this Recommendation.

c. Geographic limitations for the application of this Section will be designated by the employee by 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.

d. Placement will be made in order of Master Memorandum seniority; however, employees with an earlier furlough date will be placed in vacancies before employees with a later furlough date.

e. Civil service employees will have placement rights to both civil service and non-civil service vacancies consistent with the requirements outlined in paragraph one of this Section.

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 Section, placement in that civil service classification will be attempted consistent with the requirements outlined in paragraph one of this Section and in accordance with the Civil Service Act and Rules.

f. Employees will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Section cease. The furloughed employee shall retain recall rights as outlined in Recommendation 29, Section 9.

g. If an employee accepts an offer of placement under this Section, any other placement rights to which an employee may be entitled under this Section cease.

h. In addition, employees shall 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 a temporary position and refuses such an offer, the employee shall forfeit all placement rights.

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 29, Section 9. Those employees placed in a classification in a lower pay scale group will retain their recall rights under Recommendation 29, Section 9.

j. The provisions of this Section will be implemented at the time the employee's completed placement questionnaires are received by the central human resource office of the appropriate agency, and will continue for one year after the employee has been furloughed. When the one year period has expired, an employee's rights under this Section cease. However, the employee will retain recall rights under Recommendation 29, Section 9, except as provided in Subsection i. The provisions of this Section will not be implemented on behalf of employees who do not return completed placement questionnaires.

k. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit any placement rights under this Section as of the date of the approval of benefits by the State Employees' Retirement Board.

The provisions of this Section will also be applied within each of the independent agencies.

Section 13. The probationary period for promotions shall be 180 calendar days in length and the provisions of Recommendation 28, Section 1 shall not be applicable if an employee is demoted within that time for failure to successfully complete the probationary period. In such case, employees shall have the right to return to their former classification during this period. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the probationary period.

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

Section 14. For the purpose of furlough, the number of union stewards and chair officers of the Union locals agreed to by the parties on November 19, 1975 shall have superseniority. The Union shall provide the Employer, on a quarterly basis, a list of all employees who have been granted superseniority in accordance with the provisions of this Section. The list shall contain the employee's name, union title, agency of employment, bargaining unit, work location and local union number.

Master Memorandum seniority will be used to break ties among employees who have been granted superseniority. If Master Memorandum seniority is equal, the employees will draw lots.

Section 15. Seniority unit means that group of employees in a classification within an affected institutional, bureau, agency or department operational structure in a given geographic work area as listed in Appendix B.

Section 16. Grievances relating to the interpretation, application and implementation of Sections 5, 6, 7, 8, 9, 12, 15, 19 and 21 of this Recommendation shall be filed at the third step/Joint State Committee. Only those grievances relating to Sections 7, 9 and 12 shall be subject to arbitration which shall be conducted by a panel of three members -- one to be appointed by the Office of Administration, one to be appointed by the Union and the third to be selected by the Employer from a list of five names to be mutually agreed upon by the Employer and the Union. Such third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth of Pennsylvania.

The decision of the panel, hereinbefore described, shall be final and binding on the parties of this Memorandum. The panel shall meet monthly for the purpose of adjusting grievances under this Section.

Section 17. When in the exercise of seniority rights provided hereunder, two or more employees are deemed relatively equal in skill and ability and have the same seniority, preferential rights shall be determined by lot.

Section 18. The provisions of this Recommendation relating to promotions and filling of vacancies shall not be applicable to entrance level classifications.

Section 19. Employees who formerly occupied classifications within supervisory units included in this Memorandum, and who are not now in supervisory units represented by AFSCME 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 within supervisory units included in this Memorandum who elected the voluntary demotion/transfer option contained in the 1991-1993 Master Memorandum may exercise that option, if available, during the term of this Memorandum.

Section 20. Section 7 of this Recommendation shall be binding and irrevocable during the term of this Memorandum.

Section 21. Permanent part-time employees will have the right to use their seniority to bid and be selected for permanent full-time vacancies that occur in the same classification within the seniority unit. The criteria of Sections 5 and 6 of this Recommendation will be applicable.

Temporary employees who have been employed in both calendar years 1992 and 1993 and who were not terminated for unsatisfactory performance will be placed in temporary vacancies in the seniority unit and in the last classification held which occur on or after the effective date of this Memorandum.

Temporary employees will have the right to bid and be selected for permanent vacancies that occur in the same or lower level classification within the class series within the seniority unit. The seniority criteria of Sections 5 and 6 of this Recommendation will be applicable.

Section 22. When there are competing seniority claims for either a permanent or temporary budgeted available position which the Employer intends to fill, those claims will be ranked in the following order: Recall, in accordance with Section 9; Promotion, in accordance with Sections 5 and 6; Placement, in accordance with Section 12; Part-time employees bidding on full-time positions in the same classification, in accordance with Section 21; and temporary employees bidding on permanent positions, in accordance with Section 21.

RECOMMENDATION NO. 30 UNIFORMS, CLOTHING AND EQUIPMENT

Section 1. Where the Employer now provides devices, apparel or equipment necessary to protect employees from injury or exposure to extreme non-climatic heat or cold, the Employer shall continue to provide the level of protection in accordance with the practice now prevailing. Where no such protection is now provided, the Employer shall provide whatever device, apparel or equipment is necessary to afford a level of protection provided by the agency for similar risks or exposure. 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 now required to be supplied by the employee, such requirement shall continue; where such

tools are presently supplied, the practice shall continue. Where uniforms are required and for so long as they may be required, the Employer agrees to furnish the uniforms so required. Uniform requirements are not to be confused with dress regulations required by the Employer.

Section 2. In the event a patient or inmate 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 inmate, 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.

Section 3. The Employer shall, at its option, either replace or reimburse an employee for the value of the tools or toolbox stolen after forcible entry into a State-owned or leased facility, provided all of the following conditions exist:

- a. The tools and toolbox must be required to perform the duties assigned to the employee and the employee is obligated to supply the necessary tools.
- b. The facility and location in the facility must be the place that is designated in writing by the Employer as the appropriate place to store tools when not in use.
- c. If tools are stolen from a toolbox, the toolbox must have been locked if the box contained a locking device or a lock could be applied to seal the contents.
- d. The employee must submit a written list of tools to the Employer and written modifications to the list whenever tools are removed, broken or new tools added. When new tools are added, the employee shall state the price on the modification.

The Employer has the right to verify the accuracy of the list and modifications made thereto provided, however, the involved employee is present while such verification is being made.

RECOMMENDATION NO. 31 DISCRIMINATION/EMPLOYEE TREATMENT

Section 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, disability, union membership, or political affiliation, AIDS or HIV status, or sexual orientation.

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

Substantiated instances of such harassment will be remedied by the Employer.

Section 3. 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.

Section 4. Employees shall be treated in a respectful manner which does not embarrass them or demean their dignity. Incidents which are at variance with this principle may be appealed through the Grievance Procedure, provided that the decision at the fourth step/Joint State Committee shall be final and binding.

RECOMMENDATION NO. 32
UNION BUSINESS

Section 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 or controversial nature. The Union may send mail related to Union business to local official Union representatives at appropriate facilities to which mail is delivered. Such mail shall not be read by other than the addressee.

Section 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 costs 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 a designated representative. If the Union representative is an employee of the Employer, the employee shall request from the immediate supervisor reasonable time off from 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 meetings.

RECOMMENDATION NO. 33
SPECIAL AND PART-TIME EMPLOYEES

Section 1. Present practices relating to employees who are part-time, irregularly scheduled, or specially classified shall remain in effect.

Section 2. Employees referred to in Section 1 shall only be entitled to those fringe benefits presently received subject to any modifications to those specific fringe benefits provided for in the Memorandum. If prior fringe benefits were prorated, the modifications to those fringe benefits shall likewise be prorated. No additional fringe benefits shall accrue by virtue of this Memorandum.

Section 3. The Employer shall not arbitrarily convert full-time vacancies to part-time positions or vacancies.

RECOMMENDATION NO. 34
PEACE AND STABILITY

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

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

RECOMMENDATION NO. 35
MISCELLANEOUS PROVISIONS

Section 1. In the event that any provision of this Memorandum requires legislative action to become effective, including but not limited to the amendment to existing statutes, the adoption of new legislation, or the granting of appropriations, it shall become effective only if such legislative action is taken. The parties, however, mutually agree to make recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Memorandum.

Section 2. Where the term meet and discuss is used in this Memorandum, it will be deemed to have the meaning of that term as defined and applied under the Public Employe Relations Act.

Section 3. Ratings shall be completed by supervisors who are familiar with the work performance of the employee. This shall in no way affect review procedures.

Section 4. 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 reserved to it under Recommendation 2 of this Memorandum.

Section 5. Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. The mileage allowance shall be the General Service Administration rate. If the General Services Administration of the Federal Government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for employees under this Memorandum will be increased or decreased on the effective date of the General Services Administration change.

Section 6. Committees composed of representatives of the Union and the Employer are to be established at agency and appropriate local levels 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.

Section 7. 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 credit cards or to the employee's home telephone number.

Section 8. There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information, will be available for examination by the employee within a reasonable period of time after the employee's request. Such examination shall be at the location where the personnel file is maintained and shall be conducted in the presence of the human resource officer or designee. Material shall not be removed from or added to the folder nor shall its contents be altered in any way. Employees are entitled to have a representative with them while reviewing their own 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 materials in the employee's file and any such statement shall then become part of the personnel file. If comments are placed in the file during an exit interview, the employee shall have the right to submit a statement concerning those comments which shall then become a part of the personnel file. After a period of two years, a written reprimand or reference to an oral reprimand shall be removed from the employee's official personnel folder, if no intervening incidents of the same or a similar nature have occurred.

Section 9. Inter-city and inter-agency permanent transfers shall be made by agreement between the Employer and employee except as otherwise provided in unit memoranda.

Section 10. A joint committee comprised of 10 representatives of the Union and 10 representatives of the Employer will meet during the term of this Memorandum to discuss the impact of technology on the work environment, work processes and job classifications and pay ranges. The committee will discuss ways to improve work efficiency and improve the delivery of service to the public.

Section 11. The Employer shall, upon request, discuss any contemplated change in organizational structure that may affect existing job classifications. Such discussions shall be held to determine whether opportunities will be provided for lateral transfers into new or existing vacancies which may afford promotional opportunities based on seniority.

Section 12. 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.

Section 13. A position shall not be filled by a temporary employee or employees for more than 12 consecutive months or the length of a leave of absence of the employee being replaced, whichever is greater.

Section 14. 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.

Section 15. 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.

Section 16. Should the Employer assert an overpayment of wages or benefits provided by this Memorandum of more than \$300 has been made to any employee, the Employer shall provide written notice of such overpayment to the employee and the Union and shall supply the employee and the Union with documentation of such debt. Repayment of such debt shall be made by the following procedures:

- a) The employee may elect to repay the debt in full in a single payment via payroll deductions;
- b) The employee may voluntarily repay the debt by making the payments of 15% or more of gross pay per pay period, and:
- c) If the payment of 15% of gross pay is too severe, the employee may propose a payment plan after submitting documentation of hardship including total family income, assets, liability, number of dependents, total expenses for food, housing, clothing, transportation, medical care and any exceptional expenses. The employee then may submit an alternative payment plan through payroll deductions for approval by the Employer. In no case shall the alternative payment be less than 10% of gross pay per pay period and for a repayment of 26 pay periods or more. The Office of the Budget shall have the sole right to approve such repayment plans.

Section 17. The Commonwealth and the Union agree to treat smokeless tobacco and electronic smoking devices in the same manner in which other tobacco usage at the worksite is treated.

RECOMMENDATION NO. 36
EQUAL EMPLOYMENT OPPORTUNITY

If any provision of this Memorandum is in conflict with Federal Executive Orders 11246 and 11375, as amended, 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 the aforementioned Orders, laws and implementing regulations shall prevail.

Disputes regarding the application and implementation of the Orders, laws and implementing regulations shall be subject to the grievance procedure.

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

RECOMMENDATION NO. 37
GRIEVANCES/STANDARD GRIEVANCE PROCEDURE

Section 1. Where an employee has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission either the Memorandum grievance procedure shall cease, if the employee has submitted a memorandum grievance or the employee shall not be entitled to institute proceedings under the Memorandum grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within 15 working days of the date of the occurrence of the action giving rise to the grievance, the processing of a memorandum grievance filed within the time limits set forth in Section 2 shall be permitted.

Section 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 I. 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 employee's immediate supervisor 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 shall attempt to resolve the matter and report a decision to the employee, orally or in writing, within 15 working days of its presentation.

STEP II. In the event the grievance is not settled at Step I, the appeal must be presented in writing by the employee or Union representative to the head of the employee's division, bureau, institution, or equivalent organizational unit within 15 working days after the supervisor's response is due. The official receiving the written appeal, or the official's designated

representative, shall respond in writing to the employee and the Union representative within 15 working days after receipt of the appeal.

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

STEP IV. In the event the grievance has not been satisfactorily resolved in Step III, written appeal may be made by the employee or Union representative within 15 working days of the Step III decision to the Bureau of Labor Relations, Office of Administration, or in the case of the independent agencies, the agency head or the appropriate designee and shall contain a copy of the Step II and III decisions. The Bureau of Labor Relations, Office of Administration, or in the case of the independent agencies, the agency head or the appropriate designee shall issue a decision in writing to the Union within 15 working days after receipt of the appeal.

Upon request of the Union, a meeting will be held at Step IV of the grievance procedure.

Section 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 IV, 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 rescheduled, if necessary, if Union representation is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

Employees selected by the Union to act as Union representatives shall be known as stewards. The Union shall furnish the Employer with the names and work locations of union representatives and shall notify the Employer of any changes.

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

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

In the interest of expediting the resolution of grievances involving shift preference and the denial of annual or personal leave requests, the parties agree to utilize alternative approaches and methods, including such procedures as reducing the number of grievance steps and providing for the issuance of Employer responses within reduced periods of time.

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

Where such Union representatives represent employees in more than one agency, they shall be permitted to cross agency lines for this purpose.

The Union may present grievances concerning agency-wide decisions directly to Step III within 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.

RECOMMENDATION NO. 38 GRIEVANCES/ACCELERATED GRIEVANCE PROCEDURE

Section 1. The accelerated grievance procedure contained in this Recommendation shall be utilized by agencies listed in Rule 1, Section 3 of the Rules of the Accelerated Grievance Procedure contained in Appendix D.

Section 2. Where an employee of the Commonwealth 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 Section 3 of this Recommendation, the processing of a timely filed contract grievance shall be permitted.

Section 3. 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 a Union Representative, or the Union Representative, where entitled, shall present the grievance in writing to the Employer's worksite designee within fifteen (15) working days of the date of the occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence.

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

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

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

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

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

STEP 2. If the Step 1 response is not satisfactory, or a response has not been received by the Union within fifteen (15) working days of the Step 1 Meeting, the Union shall have fifteen (15) working days after the Commonwealth's response is received or due, to appeal the decision by filing its grievance with the appropriate Joint Area Committee referred to in Article 1 of the attached Rules of Procedure. Such submission shall be made in writing, and shall be filed in accordance with the established procedures with the Office of Administration, Bureau of Labor Relations (OA-BLR - 404 Finance Building, Harrisburg, PA 17120).

Failure of the Union to submit grievances to the appropriate Joint Area Committee within the fifteen (15) day appeal period specified above, shall be cause for the Commonwealth to consider the matter "settled and withdrawn." Any later discovered or developed evidence, not previously disclosed to the other party at the Step 1 meeting must be submitted to the other side as soon as practical after discovery and/or development, but in no event later than 48 hours (excluding holidays and Saturdays/Sundays) before the Step 2 hearing. (See Article 4, Section 3 for Exceptions).

Decisions of the Joint Area Committees are final and binding and shall not operate as precedent.

STEP 3. Failure of the respective Joint Area Committees to resolve the grievance at Step 2 of this procedure (i.e. a "deadlock" result at the Area Committee Level) shall cause the matter to automatically move to Step 3 of this procedure. No additional appeal submission or filing shall be required for "deadlocked" cases to be docketed with the Joint Pennsylvania State Committee. However, when such docketing occurs, the Office of Administration, Bureau of Labor Relations, will furnish official notice confirming the docketing of all cases scheduled to be heard by the State Committee, along with the date, place, and time of the scheduled meeting to the affected Commonwealth Agency (Division of Labor Relations) and Council 13 of AFSCME (Grievance Department, 4031 Executive Park Drive, Harrisburg, PA 17111-1599).

The Committees at Steps 2 and 3 shall have the right to hear testimony from both parties, investigate all relevant facts and render a final and binding decision. Each case shall be considered on its merits and the memorandum of understanding shall constitute the basis upon which the decision shall be rendered.

The Committees shall neither add to, subtract from, nor modify the provisions of the Master Memorandum. The Committees shall be confined to the precise issue submitted, and shall have no authority to determine any other issues not so submitted. If the Joint Pennsylvania State Committee is unable to reach a decision by majority vote, the matter will be considered "deadlocked".

STEP 4. In accordance with Recommendation 39 an appeal from a deadlocked decision at Step 3 may be initiated by the Union, by written notice of the intent to proceed to arbitration. This notice must be sent within fifteen (15) working days after the deadlocked decision from Step 3 to the Office of Administration (Bureau of Labor Relations, 404 Finance Building, Harrisburg, PA 17120), and the affected Commonwealth Agency (Division of Labor Relations).

Section 4. 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 Step 1 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.

Employees selected by the Union to act as Union representatives shall be known as stewards. The Union shall furnish the Commonwealth with the names and work locations of grievance representatives and shall notify the Commonwealth of any changes.

Where such Union representatives represent employees in more than one agency, they shall be permitted to cross agency lines for the purpose of processing grievances.

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

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

The Union may present grievances concerning agency-wide actions or state-wide actions directly to Step 3 within fifteen (15) working days of the date of the occurrence giving rise to the dispute, or the date when the Union knew, or by reasonable diligence should have known, of its occurrence. However, the Union will meet with the official Agency or Office of Administration designee prior to any hearing on such grievances, in order to resolve any factual disputes relating to

such Agency-wide or State-wide grievances.

Section 5. The Joint Area Committee and the Joint Pennsylvania State Committee will function under the Rules of Procedure in Appendix D.

RECOMMENDATION NO. 39
ARBITRATION

Section 1. An appeal from Step IV/Joint State Committee of the grievance procedure in the preceding Recommendations may be submitted to arbitration within 15 working days after the response from Step IV is due or the Joint State Committee has deadlocked only in the following circumstances:

- 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 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 34.
- c. To determine whether there has been a violation of the seniority provisions set forth in Section 7, 9 and 12 of Recommendation 29.
- d. To determine whether there has been a violation of Health and Safety Recommendation 40. This will not include grievances over appropriate staffing levels.

The arbitrator is to be selected by the parties jointly within fifteen (15) working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators.

The parties shall, within fifteen (15) days of the receipt of said list, meet 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.

Each case shall be considered on its merits and the Memorandum shall constitute the basis upon which the decision shall be rendered. The decision at Steps I, II, and III 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 be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

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 the decision within 30 days after the hearing or receipt of the transcript of the hearing.

In the interest of expediting arbitration of disputes involving discharges, the parties agree to utilize alternative approaches and methods, including such procedures as the use of pre-selected arbitration panels, advance scheduling of fixed hearing dates with individual arbitrators and providing for the issuance of decisions within reduced periods of time.

All of the time limits contained in this Section 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 of 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.

Section 2. This Recommendation shall be binding and irrevocable during the term of this Memorandum.

RECOMMENDATION NO. 40 SAFETY AND HEALTH

Section 1. The Employer will take positive action to assure compliance with laws and regulations concerning the health and safety of employees working in state owned or leased buildings and to assure compliance with all lease provisions affecting the safety or health of employees.

Section 2. The Employer agrees to establish a health and safety committee at each agency. Multi-agency committees may be established by mutual agreement. The committee shall be composed of an equal number of representatives of the Union and the Employer. The purpose of the committee shall be to investigate present or potential safety hazards and security problems and to make recommendations for corrective action. The Committee may also discuss which employees, due to the nature of their work, will be provided with regular health screenings and which employees will be provided wrist rests. Unless otherwise agreed by the parties, the committee shall meet once each quarter unless a clear and present danger situation warrants a special meeting. The committee shall establish its own operating procedures. However, union representatives on the committee shall be given a reasonable amount of time during working hours to investigate safety and health hazards brought to the committee and to serve on this committee.

Section 3. The Employer agrees to inform the local union when representatives of the Bureau

of Occupational and Industrial Safety, Department of Labor and Industry, or other state or federal agencies involved in the establishment or enforcement of laws concerning or affecting the health and safety of employees working in state-owned or leased buildings are on the premises for an inspection. A designated union steward or officer located on the premises shall be allowed to accompany such representatives on inspection tours of the work site to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of such regulatory agencies who are at the work site for the purpose of safety inspections, the Employer agrees to inform the local union.

Section 4. The Employer will not assign employees to any work area in any building owned or leased by the Commonwealth while there is a clear and present danger to their safety and such a danger is not an anticipated part of the normal and expected responsibilities and risks of the job in question.

Section 5. The Employer will take appropriate action to protect its employees from injury while at work. Where clear and present hazardous conditions exist at a work site, the Employer shall post appropriate warning signs and take immediate action to abate the hazard.

Section 6. Employees shall be provided with information on all communicable diseases and infestations to which they may have routine workplace exposure. Information provided to employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions and recommendations for immunization where appropriate. The Employer and the Union agree to establish a committee to formulate a policy on how to deal with persons who have a communicable disease or are suspected of having a communicable disease or infestations.

Employees who are authorized by the Employer to receive Hepatitis "B" immunizations will have the time spent receiving such immunizations counted as hours worked.

Section 7. Upon written request, the local union shall be provided with copies of statistical reports concerning work-related accidents.

Section 8. Any recommendations made and implemented regarding VDT equipment or furniture under the Master Agreement will be applicable under this Memorandum.

RECOMMENDATION NO. 41 SUCCESSORS

In the event the Employer sells, leases, transfers or assigns any of its facilities to other political sub-divisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff, furlough or termination of employees covered by this Memorandum, the Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer. The Employer shall notify the Union in writing at least 30 days in advance of any such sale, lease, transfer, or assignment.

RECOMMENDATION NO. 42
FAMILY CARE LEAVE

Section 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 (900 hours for permanent part-time employees). Leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve month year. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks. For eligible permanent part-time employees, both the six month and 12 week entitlements provided by this Subsection will be pro-rated based on the employee's percentage of full-time regular hours worked.

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 Section, sick leave without pay used under Recommendation 17, Section 5.a., and parental leave without pay used under Recommendation 18, Section 1.a. Leave used under these Recommendations, as well as, military exigency leave used under Recommendation 17, Section 12, 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 Section, Recommendation 17, Section 5.a.; Recommendation 18, Section 1.a. and/or military exigency leave used under Recommendation 17, Section 12, 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 (900 hours for permanent part-time employees).

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

Section 2. 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 family care leave without pay with benefits under Section 1 of this Recommendation.

Section 3. Upon request of the employee, an extension of up to an additional six months of leave without pay shall be granted provided the employee provides proof of the family member's

continuing illness or disability. The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits. It shall not be used on an intermittent or reduced-time basis.

Section 4. a. If eligible for paid sick leave, an employee shall be required to use all applicable paid sick family and additional sick family 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, compensatory or holiday leave is used, it also will run concurrently with and reduce such entitlement.

b. It is understood by the parties that Subsection 4.a. applies except that employees may choose to retain up to ten days of accrued sick leave to be used as sick family and/or additional sick family, in accordance with Recommendation 14, Sections 4 and 5. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used by employees for absences appropriate for the use of such leave at any time during the first 12 weeks of the six month entitlement to leave without pay with benefits; such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Recommendation 14; such use will not be counted against the six month entitlement to leave without pay with benefits.

Section 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 Section 1 of this Recommendation. After commencing the extension period under Section 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 Section 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.

Section 6. For the purpose of this Recommendation, parent shall be defined as the biological, adoptive, step or foster parent of the employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

For the purpose of this Recommendation, son or daughter shall be defined as a biological, adopted, or foster child, a step-child, a legal ward, or a 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.

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.

Section 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.

RECOMMENDATION NO. 43 POLITICAL ACTION COMMITTEE DEDUCTIONS

Section 1. 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.

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

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

Section 4. The Union shall indemnify and hold the Commonwealth 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. 44 PRESERVATION OF SUPERVISORY UNIT WORK

Section 1. It is the Commonwealth's intent to utilize Master Memorandum employees to perform bargaining unit work to the fullest extent feasible, subject to the criteria of Sections 3.b and 4.b.

Section 2. The provisions of Sections 2 through 7 of this Recommendation shall apply only to Master Memorandum supervisory unit work performed on July 1, 1996 by employees in supervisory units represented by AFSCME in the particular agency affected.

Section 3. a. Except as provided in Section 9, the Employer shall not contract/assign Master Memorandum supervisory unit work included within the scope of Section 2 to independent contractors, consultants or other non-Master Memorandum supervisory unit state employees where (1) such contract/assignment would result in the layoff or downgrading of an employee, or (2) such contract/assignment would prevent the return to work of an available, competent employee, or (3) the duration of the work to be performed under the contract/assignment is expected to be more than 12 consecutive months, or (4) the work is performed on an annually recurring basis; except for the reasons set forth in Subsection b.

b. The Employer may contract/assign Master Memorandum supervisory unit work described in Subsection a for any of the following reasons: (1) legitimate operational reasons resulting in reasonable cost savings or improved delivery of service, (2) legitimate operational reasons resulting from technological changes, (3) or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work.

Section 4. a. Except as provided in Section 9, the Employer shall not contract/assign Master Memorandum supervisory unit work included within the scope of Section 2 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-Master Memorandum supervisory unit state employees, except for the reasons set forth in Subsection b.

b. The Employer may contract/assign Master Memorandum supervisory unit work described in Subsection a for any of the following reasons: (1) legitimate operational reasons resulting in reasonable cost savings or improved delivery of service, (2) legitimate operational reasons resulting from technological changes, (3) or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work.

Section 5. The Employer shall provide the union with as much advanced notice as possible of a proposed contract/assignment of Master Memorandum supervisory unit work included within the scope of Section 2 which meets the conditions set forth in Sections 3.a. and 4.a.

Section 6. At each site where a proposed contract/assignment of Master Memorandum supervisory unit work is to occur and provided the work is included within the scope of Section 2 and meets the conditions set forth in Sections 3.a. and 4.a., local labor/management committees shall meet and discuss over the reasons for the contract/assignment. At this meeting the Employer shall provide to the union all information it has to support a claim (a) of reasonable cost savings or improved service, (b) of legitimate operational reasons resulting from technological changes, (c) that there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work, or (d) that the duration of the contract/assignment is not expected to exceed 12 consecutive months duration. 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 Council 13, the Agency and the Office of Administration.

Section 7. 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 provisions of Sections 2 through 6 of this Recommendation. Examples of criteria to be used by the parties for developing the list of exemptions are: duration of the project; 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 8. The Employer agrees to meet and discuss regarding any contract/assignment involving work of the type traditionally performed by employees covered by the Master Memorandum, but excluded by Section 2 of this Recommendation, upon request of the Union and presentation by the Union of an alternative which may result in reasonable cost savings or improved delivery of service.

Section 9. This memorandum will not be construed so as to prevent other non-Master Memorandum first level supervisory unit state employees who are in class titles represented by employee organizations other than AFSCME from performing Master Memorandum 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 Employer or maintain the Employer's standard of service.

Section 10. The Employer and the Union acknowledge the above represents the results of meet and discuss 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 supervisory unit work.

RECOMMENDATION NO. 45 LEAVE DONATION PROGRAM

Section 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 or severe injury or illness or for the catastrophic or severe 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 14, Section 6.

Section 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.

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. A severe illness or injury must also be documented on a Medical Condition Certification to Receive Leave Donations Form.

e. The absence due to the catastrophic or severe 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 or severe 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 or severe 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.

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

(1) For an employee's own catastrophic or severe injury 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 or severe injury or illness of a family member, all accrued annual, personal, holiday, and compensatory leave and all anticipated annual leave for the current leave calendar year must be used. All five days of sick family leave and any additional sick family leave for which the employee is eligible must be used.

g. Up to 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 or severe illness or injury.

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

i. Donated leave may be used on an intermittent basis. However, each absence may be required to be medically documented as due to the same catastrophic or severe illness or injury.

j. An employee is not eligible to receive donations of leave if, during the previous six months, the employee has been placed on a written leave restriction, or has received a written reprimand or suspension related to attendance.

k. Donated leave that remains unused once the employee is released by the physician for full-time work, when the family member's condition no longer requires the employee's absence, or at the end of the leave calendar year, must be returned to the donors in inverse order of donation. However, if at the end of the year, the absence is expected to continue beyond the greater of 20 workdays or the amount of annual and sick leave that could be earned and used in the following leave calendar year, donated leave may be carried into the next year.

Section 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 (7.5 or 8 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 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 Section 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 14, Section 6.

Section 4. The provisions of this Recommendation are not grievable under Recommendation 37 or 38 of this Memorandum.

Section 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.

Section 6. Notwithstanding the requirement in Sections 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
TERMINATION

This Memorandum shall be effective July 1, 2015 except where specifically provided that a particular provision will be effective on another date. This Memorandum shall continue in full force and effect up to and including June 30, 2016. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act.

It is understood that this Memorandum does not and shall not constitute a collective bargaining agreement except as specifically provided herein.

MASTER MEMORANDUM

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO



David Filman, Executive Director

COMMONWEALTH
OF PENNSYLVANIA



Sharon P. Minnich, Secretary of Administration



Randy Albright, Secretary of the Budget



Kathleen Kane, Attorney General



Eugene DePasquale, Auditor General



Kevin F. O'Toole
Pennsylvania Gaming Control Board



Frank T. Brogan
Pennsylvania State System of Higher Education



Timothy A. Reese, State Treasurer



Robert Baccon
State Public School Building Authority



Gladys Brown, Public Utility Commission

MASTER MEMORANDUM

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

~~10/11/10~~
James W. McPhally
Edward Sadusky
Joseph Hickory
Edward Duto
Bernd Dhr
Daniel B. Purn
Veronica Weidm
Michael J. Boesell
Ruh H. Wise
Robert R. Nams
Loye Jekard
Jim Gallagher
Carla Inanga
~~[Signature]~~

~~Stacy [Signature]~~
~~[Signature]~~
Richard L. Capain
~~[Signature]~~
~~[Signature]~~
~~[Signature]~~

MASTER MEMORANDUM

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Walter J. [unclear]
[unclear]
[unclear]
[unclear]
Nancy [unclear]
Margaret [unclear]
Alfred Stal
[unclear]
Karen L. Momburger

[Signature]

MASTER MEMORANDUM

COMMONWEALTH OF PENNSYLVANIA

~~John [unclear]~~
~~[unclear]~~
Eugene [unclear]
Dana Barry
W.A.
Beena Bates
Katherine [unclear]
Dana Amick
Katie Mathis
Deanne McNeil
~~[unclear]~~
Amiel [unclear]
Brooke G. Umade
[unclear]
Laurie E. Anderson
Terri L. Luciano
Debrah Salva
[unclear]
Ruth [unclear]
Erica Blagg

~~[unclear]~~
Kerita E. Maselup
Myra [unclear] 5/10/21, 5/12/21-22
Lil Jah
Zyad, Olan
Debra allen
[unclear]
Claire Yantus
[unclear]
John [unclear]
Jung Hittler
Benjamin D. [unclear]
Michelle Hanwell
Larky

**COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2014
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP									
	1	2	3	4	5	6	7	8	9	10
1 Hourly	11.19	12.62	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74
1 Biweekly	839.25	946.50	1,067.25	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,284.50	2,605.50
1 Annual*	21,888	24,685	27,834	31,335	35,364	40,039	45,692	52,186	59,580	67,951
2 Hourly	11.45	12.88	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52
2 Biweekly	858.75	966.00	1,086.00	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,333.25	2,664.00
2 Annual*	22,396	25,193	28,323	31,961	36,127	40,900	46,748	53,281	60,851	69,477
3 Hourly	11.66	13.10	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32
3 Biweekly	874.50	982.50	1,109.25	1,251.75	1,412.25	1,601.25	1,830.75	2,091.75	2,387.25	2,724.00
3 Annual*	22,807	25,624	28,929	32,646	36,831	41,761	47,476	54,553	62,259	71,042
4 Hourly	11.89	13.38	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11
4 Biweekly	891.75	1,003.50	1,132.50	1,278.00	1,441.50	1,639.50	1,871.25	2,139.00	2,439.75	2,783.25
4 Annual*	23,257	26,171	29,536	33,330	37,594	42,758	48,802	55,785	63,629	72,587
5 Hourly	12.14	13.65	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90
5 Biweekly	910.50	1,023.75	1,151.25	1,301.25	1,473.00	1,677.00	1,913.25	2,184.75	2,495.25	2,842.50
5 Annual*	23,746	26,699	30,025	33,937	38,416	43,736	49,898	56,978	65,076	74,132
6 Hourly	12.35	13.90	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77
6 Biweekly	926.25	1,042.50	1,177.50	1,329.00	1,503.00	1,712.25	1,957.50	2,234.25	2,548.50	2,907.75
6 Annual*	24,157	27,188	30,709	34,660	39,198	44,655	51,052	58,269	66,465	75,834
7 Hourly	12.62	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67
7 Biweekly	946.50	1,067.25	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,284.50	2,605.50	2,975.25
7 Annual*	24,685	27,834	31,335	35,364	40,039	45,692	52,186	59,580	67,951	77,595
8 Hourly	12.88	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52
8 Biweekly	966.00	1,086.00	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,333.25	2,664.00	3,039.00
8 Annual*	25,193	28,323	31,961	36,127	40,900	46,748	53,281	60,851	69,477	79,257
9 Hourly	13.10	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32	41.43
9 Biweekly	982.50	1,109.25	1,251.75	1,412.25	1,601.25	1,830.75	2,091.75	2,387.25	2,724.00	3,107.25
9 Annual*	25,624	28,929	32,646	36,831	41,761	47,746	54,553	62,259	71,042	81,037
10 Hourly	13.38	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11	42.37
10 Biweekly	1,003.50	1,132.50	1,278.00	1,441.50	1,639.50	1,871.25	2,139.00	2,439.75	2,783.25	3,177.75
10 Annual*	26,171	29,536	33,330	37,594	42,758	48,802	55,785	63,629	72,587	82,876

**COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2014
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1			PAY SCALE GROUP 2			PAY SCALE GROUP 3			PAY SCALE GROUP 4			PAY SCALE GROUP 5			PAY SCALE GROUP 6			PAY SCALE GROUP 7			PAY SCALE GROUP 8			PAY SCALE GROUP 9			PAY SCALE GROUP 10		
	Hourly	Biweekly	Annual*	Hourly	Biweekly	Annual*	Hourly	Biweekly	Annual*	Hourly	Biweekly	Annual*	Hourly	Biweekly	Annual*	Hourly	Biweekly	Annual*	Hourly	Biweekly	Annual*	Hourly	Biweekly	Annual*	Hourly	Biweekly	Annual*	Hourly	Biweekly	Annual*
11	13.65	1,023.75	26,699	15.35	1,151.25	30,025	17.35	1,301.25	33,937	19.64	1,473.00	38,416	22.36	1,677.00	43,736	25.51	1,913.25	49,898	29.13	2,184.75	56,978	33.27	2,495.25	74,132	37.90	2,842.50	84,734	43.32	3,249.00	84,734
12	13.90	1,042.50	27,188	15.70	1,177.50	30,709	17.72	1,329.00	34,660	20.04	1,503.00	39,198	22.83	1,712.25	44,655	26.10	1,957.50	51,052	29.79	2,234.25	58,269	33.98	2,548.50	75,834	38.77	2,907.75	86,573	44.26	3,319.50	86,573
13	14.23	1,067.25	27,834	16.02	1,201.50	31,335	18.08	1,356.00	35,364	20.47	1,535.25	40,039	23.36	1,752.00	45,692	26.68	1,975.00	52,186	30.46	2,284.50	59,580	34.74	2,605.50	77,595	39.67	2,975.25	90,504	45.27	3,395.25	90,504
14	14.48	1,086.00	28,323	16.34	1,225.50	31,961	18.47	1,385.25	36,127	20.91	1,568.25	40,900	23.90	1,792.50	46,748	27.24	2,043.00	53,281	31.11	2,333.25	60,851	35.52	2,664.00	79,257	40.52	3,039.00	90,504	46.27	3,470.25	90,504
15	14.79	1,109.25	28,929	16.69	1,251.75	32,646	18.83	1,412.25	36,831	21.35	1,601.25	41,761	24.41	1,830.75	47,746	27.89	2,091.75	54,553	31.83	2,387.25	62,259	36.32	2,724.00	81,037	41.43	3,107.25	92,519	47.30	3,547.50	92,519
16	15.10	1,132.50	29,536	17.04	1,278.00	33,330	19.22	1,441.50	37,594	21.86	1,639.50	42,758	24.95	1,871.25	48,802	28.52	2,139.00	55,785	32.53	2,439.75	63,629	37.11	2,783.25	82,876	42.37	3,177.75	94,553	48.34	3,625.50	94,553
17	15.35	1,151.25	30,025	17.35	1,301.25	33,937	19.64	1,473.00	38,416	22.36	1,677.00	43,736	25.51	1,913.25	49,898	29.13	2,184.75	56,978	33.27	2,495.25	65,076	37.90	2,842.50	84,734	43.32	3,249.00	96,744	49.46	3,709.50	96,744
18	15.70	1,177.50	30,709	17.72	1,329.00	34,660	20.04	1,503.00	39,198	22.83	1,712.25	44,655	26.10	1,957.50	51,052	29.79	2,234.25	58,269	33.98	2,548.50	66,465	38.77	2,907.75	86,573	44.26	3,319.50	98,895	50.56	3,792.00	98,895
19	16.02	1,201.50	31,335	18.08	1,356.00	35,364	20.47	1,535.25	40,039	23.36	1,752.00	45,692	26.68	1,975.00	52,186	30.46	2,284.50	59,580	34.74	2,605.50	67,951	39.67	2,975.25	88,548	45.27	3,395.25	101,047	51.66	3,874.50	101,047
20	16.34	1,225.50	31,961	18.47	1,385.25	36,127	20.91	1,568.25	40,900	23.90	1,792.50	46,748	27.24	2,043.00	53,281	31.11	2,333.25	60,851	35.52	2,664.00	79,257	40.52	3,039.00	90,504	46.27	3,470.25	103,316	52.82	3,961.50	103,316

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**COMMONWEALTH OF PENNSYLVANIA
40 HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2014
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
1 Hourly	11.19	12.62	14.23	16.02	18.08	20.47	23.36	26.68	30.46
1 Biweekly	895.20	1,009.60	1,138.40	1,281.60	1,446.40	1,637.60	1,868.80	2,134.40	2,436.80
1 Annual*	23,347	26,330	29,689	33,424	37,722	42,709	48,738	55,665	63,552
2 Hourly	11.45	12.88	14.48	16.34	18.47	20.91	23.90	27.24	31.11
2 Biweekly	916.00	1,030.40	1,158.40	1,307.20	1,477.60	1,672.80	1,912.00	2,179.20	2,488.80
2 Annual*	23,889	26,873	30,211	34,092	38,536	43,627	49,865	56,834	64,908
3 Hourly	11.66	13.10	14.79	16.69	18.83	21.35	24.41	27.89	31.83
3 Biweekly	932.80	1,048.00	1,183.20	1,335.20	1,506.40	1,708.00	1,952.80	2,231.20	2,546.40
3 Annual*	24,327	27,332	30,858	34,822	39,287	44,545	50,929	58,190	66,410
4 Hourly	11.89	13.38	15.10	17.04	19.22	21.86	24.95	28.52	32.53
4 Biweekly	951.20	1,070.40	1,208.00	1,363.20	1,537.60	1,748.80	1,996.00	2,281.60	2,602.40
4 Annual*	24,807	27,916	31,505	35,552	40,101	45,609	52,056	59,504	67,871
5 Hourly	12.14	13.65	15.35	17.35	19.64	22.36	25.51	29.13	33.27
5 Biweekly	971.20	1,092.00	1,228.00	1,388.00	1,571.20	1,788.80	2,040.80	2,330.40	2,661.60
5 Annual*	25,329	28,479	32,026	36,199	40,977	46,652	53,224	60,777	69,415
6 Hourly	12.35	13.90	15.70	17.72	20.04	22.83	26.10	29.79	33.98
6 Biweekly	988.00	1,112.00	1,256.00	1,417.60	1,603.20	1,826.40	2,088.00	2,383.20	2,718.40
6 Annual*	25,767	29,001	32,756	36,971	41,811	47,633	54,455	62,154	70,896
7 Hourly	12.62	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74
7 Biweekly	1,009.60	1,138.40	1,281.60	1,446.40	1,637.60	1,868.80	2,134.40	2,436.80	2,779.20
7 Annual*	26,330	29,689	33,424	37,722	42,709	48,738	55,665	63,552	72,482
8 Hourly	12.88	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52
8 Biweekly	1,030.40	1,158.40	1,307.20	1,477.60	1,672.80	1,912.00	2,179.20	2,488.80	2,841.60
8 Annual*	26,873	30,211	34,092	38,536	43,627	49,865	56,834	64,908	74,109
9 Hourly	13.10	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32
9 Biweekly	1,048.00	1,183.20	1,335.20	1,506.40	1,708.00	1,952.80	2,231.20	2,546.40	2,905.60
9 Annual*	27,332	30,858	34,822	39,287	44,545	50,929	58,190	66,410	75,778
10 Hourly	13.38	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11
10 Biweekly	1,070.40	1,208.00	1,363.20	1,537.60	1,748.80	1,996.00	2,281.60	2,602.40	2,968.80
10 Annual*	27,916	31,505	35,552	40,101	45,609	52,056	59,504	67,871	77,426

**COMMONWEALTH OF PENNSYLVANIA
40 HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2014
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
11 Hourly	13.65	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90
11 Biweekly	1,092.00	1,228.00	1,388.00	1,571.20	1,788.80	2,040.80	2,330.40	2,661.60	3,032.00
11 Annual*	26,479	32,026	36,199	40,977	46,652	53,224	60,777	69,415	79,075
12 Hourly	13.90	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77
12 Biweekly	1,112.00	1,256.00	1,417.60	1,603.20	1,826.40	2,088.00	2,383.20	2,718.40	3,101.60
12 Annual*	29,001	32,756	36,971	41,811	47,633	54,455	62,154	70,896	80,890
13 Hourly	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67
13 Biweekly	1,138.40	1,281.60	1,446.40	1,637.60	1,868.80	2,134.40	2,436.80	2,779.20	3,173.60
13 Annual*	29,689	33,424	37,722	42,709	48,738	55,665	63,552	72,482	82,767
14 Hourly	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52
14 Biweekly	1,158.40	1,307.20	1,477.60	1,672.80	1,912.00	2,179.20	2,488.80	2,841.60	3,241.60
14 Annual*	30,211	34,092	38,536	43,627	49,865	56,834	64,908	74,109	84,541
15 Hourly	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32	41.43
15 Biweekly	1,183.20	1,335.20	1,506.40	1,708.00	1,952.80	2,231.20	2,546.40	2,905.60	3,314.40
15 Annual*	30,858	34,822	39,287	44,545	50,929	58,190	66,410	75,778	86,440
16 Hourly	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11	42.37
16 Biweekly	1,208.00	1,363.20	1,537.60	1,748.80	1,996.00	2,281.60	2,602.40	2,968.80	3,389.60
16 Annual*	31,505	35,552	40,101	45,609	52,056	59,504	67,871	77,426	88,401
17 Hourly	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90	43.32
17 Biweekly	1,228.00	1,388.00	1,571.20	1,788.80	2,040.80	2,330.40	2,661.60	3,032.00	3,465.60
17 Annual*	32,026	36,199	40,977	46,652	53,224	60,777	69,415	79,075	90,383
18 Hourly	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77	44.26
18 Biweekly	1,256.00	1,417.60	1,603.20	1,826.40	2,088.00	2,383.20	2,718.40	3,101.60	3,540.80
18 Annual*	32,756	36,971	41,811	47,633	54,455	62,154	70,896	80,890	92,344
19 Hourly	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67	45.27
19 Biweekly	1,281.60	1,446.40	1,637.60	1,868.80	2,134.40	2,436.80	2,779.20	3,173.60	3,621.60
19 Annual*	33,424	37,722	42,709	48,738	55,665	63,552	72,482	82,767	94,451
20 Hourly	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52	46.27
20 Biweekly	1,307.20	1,477.60	1,672.80	1,912.00	2,179.20	2,488.80	2,841.60	3,241.60	3,701.60
20 Annual*	34,092	38,536	43,627	49,865	56,834	64,908	74,109	84,541	96,538

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

** Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

APPENDIX B

**CLASSIFICATION TITLES BY
SUPERVISORY UNITS**

**MAINTENANCE AND TRADES
Supervisory Unit**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
50720	Groundskeeper Supervisor	04
50730	Capitol Grounds Supervisor, DGS	05
50740	Equipment, Groundskeeping and Operations Supervisor, Agriculture	05
54060	Forest Fire Specialist Supervisor	05
54120	Forest Maintenance Supervisor	05
54540	Park Maintenance Supervisor 1	05
54541	Park Maintenance Supervisor 2	06
60060	Fishing Boating Facilities Supervisor	05
60129	Game Lands Maintenance Supervisor	05
61030	Fish Culture Station Foreman	05
80245	Building Services Supervisor	05
90120	Labor Foreman 2	04
90210	Construction Foreman	05
91020	Highway Foreman 2	05
91030	Highway Foreman 3	06
91212	Sign Technician Supervisor	05
91420	Tunnel Maintainer Supervisor	05
92132	Training Site Administrator	06
92320	Drill Operator 2	05
92401	Installation Roads and Equipment Supervisor, DMVA	05
93120	Automotive Mechanic Supervisor	06
93140	Automotive Equipment Foreman	06
94030	Carpenter Foreman	05
94230	Mason Foreman	05
94330	Plumber Foreman	05
94380	Steamfitter Foreman	05
94400	High Voltage Electrician Foreman	08

94430	Electrician Foreman	05
94460	Medium Voltage Electrician Foreman	06
94520	Painter Foreman	05
94660	Bldg Maintenance Foreman	06
95130	Vector Control Specialist Supervisor	04
95520	Cosmetologist 2	05
96090	Micrographics Technician Spvr	05
96180	Copy Center Supervisor	04
96360	Duplicating Supervisor	05
96680	Bindery Worker Supervisor	04
97130	Utility Plant Supervisor	06
97330	Water Treatment Plant Supervisor	05
97340	Wastewater Treatment Plant Supervisor	05
97350	Mine Drainage Treatment Plant Supervisor	05
97740	Refrigeration Plant Supervisor 1	05
98031	Corrections Utility Plant Supervisor	37
98222	Corrections Mattress Factory Supervisor	40
98296	Corrections Optical Lab Factory Supervisor	40
98400	Corrections Wood Furniture Factory Supervisor	40
98410	Corrections Soap Detergent Factory Supervisor	40
98415	Corrections General Industries Factory Supervisor	40
98430	Corrections Knitting Mill Supervisor	40
98440	Corrections Shoe Factory Supervisor	40
98450	Corrections Textile Mill Supervisor	40
98460	Corrections Garment Factory Supervisor	40
98470	Corrections Metal Products Factory Supervisor	40
98480	Corrections Printing Shop Supervisor	40
98490	Corrections Meat Processing Supervisor	40
*S5052	Florist 2	03

*Pennsylvania State System of Higher Education class

**CLERICAL, ADMINISTRATIVE AND FISCAL
Supervisory Unit**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
00170	Secretarial Supervisor 1	04
00180	Secretarial Supervisor 2	05
00190	Clerical Supervisor 1	04
00200	Clerical Supervisor 2	05
00730	Fiscal Technician Supervisory	05
00900	Summer Meals Regional Coordinator	05
01330	Data Analyst 3	05
01750	Computer Programmer 4	08
01830	Computer Operations Supervisor	06
02440	Storekeeper 1	04
02450	Storekeeper 2	05
02580	Food Distribution Representative Supervisor	06
02620	Purchasing Agent 2	06
03680	Tax Examiner Supervisor	06
03732	Corporation Tax Account Supervisor	06
03830	Real Estate Valuation Supervisor	06
03846	Bankruptcy Supervisor	07
03851	Tax Discovery Supervisor	07
03877	Taxpayer Service Information Supervisor	07
05943	Tourist Information Supervisor	04
06705	Unemployment Compensation Tax Technician Spvr	06
07030	Legal Assistant Supervisor	06
07050	Paralegal Supervisor	07
09553	Retirement Technician Supervisor	06
25050	Library Technician	05
26630	Custodial Guide Supervisor	05
39010	Medical Records Supervisor	05
46022	Operations Center Supervisor	06
47630	Corrections Records Supervisor	37
47635	Records Supervisor	06
47755	Corrections Storekeeper Supervisor	35

70391	State Workmens' Insurance Fund Underwriting Supv	06
70394	State Workers' Insurance Fund Auditing Supervisor	06
72021	Fingerprint Technician Supervisor	06
96270	Imaging Supervisor	04
96600	Forms Layout Specialist 3	05
*S0175	Computer Programmer 4	08

*Pennsylvania State System of Higher Education class

**HUMAN SERVICES
Supervisory Unit**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
20131	Dormitory Counselor Supervisor	05
30260	Licensed Practical Nurse Supervisor	07
31380	Therapeutic Activities Aide Supervisor	04
31431	Residential Services Aide Supervisor MR	04
31441	Residential Services Aide Night Supervisor MR	05
31670	Physical Therapy Aide Supervisor	04
41791	Youth Development Aide Supervisor	05
80230	Custodial Work Supervisor	04
81040	Food Service Supervisor	05
81520	Corrections Food Service Supervisor	37
82210	Laundry Supervisor	04
98350	Corrections Laundry Plant Supervisor	40
*S8103	Food Service Supervisor 1	04
*S8104	Food Service Supervisor 2	05

*Pennsylvania State System of Higher Education classes

**TECHNICAL SERVICES
Supervisory Unit**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
10030	Environmental Projects Construction Inspector Supervisor	06
10200	Drafter Supervisor	07
10330	Highway Design Supervisor	08
10530	Cartographic Supervisor	06
10630	Transportation Construction Inspector Supervisor	06
10632	Bridge Inspection Crane Technician Supervisor	06
10730	Construction Inspector Supervisor	06
10810	Bridge and Structural Design Supervisor	08
10851	Regional Traffic Management Center Supervisor	06
11270	Construction Cost Manager	07
12149	Photogrammetry Supervisor	06
12221	Survey Technician Supervisor	06
12512	Roadway Programs Technician Supervisor	06
15540	Materials Supervisor	06
17149	Real Estate Specialist Supervisor	06
17560	Electronic Systems Technician	06
92230	Chief Pilot	08
96570	Artist Illustrator 3	06

**INSPECTION, INVESTIGATION AND SAFETY
SUPERVISORY UNIT
Non-Professional**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
03782	Tax Account Collection Supervisor	07
05390	Insurance Investigator Supervisor	08
09340	Automotive Equipment Specialist	06
09860	District Lottery Supervisor	07
39340	Health Facility Plan Review Supervisor	08

47020	Corrections Mail Inspector Supervisor	05
51220	Agricultural Commodity Program Supervisor	07
70120	Labor Law Investigation Supervisor	07
70352	State Workers' Insurance Fund Claims Adjuster Supervisor	06
70421	Weights Measures Supervisor	06
70711	Mine Subsidence Insurance Program Supervisor	06
70753	Motor Carrier Enforcement Supervisor	07
71041	Driver License Center Supervisor	06
71059	Certification Accreditation and Licensing Inspector Supervisor	06
71071	Safety Inspection Supervisor	07
71079	UCC Building Inspector Supervisor	08
71111	Commissioned Boiler Inspection Supervisor	08
71581	Surface Mine Conservation Inspection Supervisor	08
71717	UCC Elevator Inspection Supervisor	08
71721	Anthracite Deep Mine Inspector Supervisor	09
71722	Mine Safety Electrical Inspector Supervisor	09
71723	Bituminous Deep Mine Inspector Supervisor	09
71760	Aviation Specialist Supervisor	08
71811	Oil And Gas Inspector Supervisor	08
74521	Dog Law Enforcement Supervisor	06

**INSPECTION, INVESTIGATION AND SAFETY
SUPERVISORY UNIT
Professional**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
06656	Employment Security Audit and Investigation Supervisor	08
08610	Facility Reimbursement Officer 1	06
08620	Facility Reimbursement Officer 2	07
23140	Veterans Education Advisor Supervisor	09
38011	Drug And Alcohol Licensing Specialist Supervisor	08
38330	Drug Program Specialist 3	09
39250	Health Facility Quality Examiner Supervisor	09

39510	Medical Assistance Pharmaceutical Programs Supervisor	09
39580	Medical Facility Records Supervisor	09
39690	Third Party Liability Investigator Supervisor	07
46010	Parole Auditor Supervisor	08
46110	Parole Supervisor	08
46196	Sexual Offenders Assessment Investigator Supervisor	08
51520	Regional Food Safety Supervisor	08
51821	Milk Sanitarian Supervisor	07
70075	Regulatory Enforcement Inspector Supervisor	07
70314	Professional Conduct Investigator Supervisor	08
70600	Revenue Enforcement Supervisor	08
70806	Intelligence Analyst Supervisor	08
70830	Special Investigator 3	08
70853	Criminal Tax Investigator Supervisor	08
71841	Welfare Fraud Investigator Supervisor	07
76199	Emergency Management Supervisor	08

**LAW ENFORCEMENT, FISH AND BOAT LAWS
Supervisory Unit**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
60010	Assistant Regional Supervisor Fish Commission	07

**TREASURY DEPARTMENT
CLERICAL, ADMINISTRATIVE AND FISCAL
Supervisory Unit**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
T00190	Clerical Supervisory 1	04
T00200	Clerical Supervisory 2	05
T01330	Data Analyst 3	05
T03680	Tax Examiner 3	07
T6415	Storekeeper Supervisor	06
T6538	Building Services Manager	06

T79970	Accounting Technician Supervisor	04
T80200	Custodial Supervisor perm/part	05

AUDITOR GENERAL
Supervisory Units
Clerical Services Unit

CLASS		PAY SCALE
CODE	CLASS TITLE	GROUP
Ck400A	Clerical Supervisor	05
FR100A	Records Storage Supervisor	05

Fiscal Auditing Unit

CLASS		PAY SCALE
CODE	CLASS TITLE	GROUP
AU300A	Auditor 3	08
IA300A	Information Systems Auditor 3	08

Inspection and Investigation Unit

CLASS		PAY SCALE
CODE	CLASS TITLE	GROUP
LQ500A	Liquor Audits Supervisor	07

ATTORNEY GENERAL
Supervisory Unit

CLASS		PAY SCALE
CODE	CLASS TITLE	GROUP
00170	Secretarial Supervisor 1	04
00180	Secretarial Supervisor 2	05
00190	Clerical Supervisor 1	04
00200	Clerical Supervisor 2	05
01330	Data Analyst 3	05
01750	Computer Programmers 4	08

02450	Storekeeper 2	05
02620	Purchasing Agent 2	06
07030	Legal Assistant Supervisor	06
25050	Library Technician	05
70830	Special Investigator 3	08
09340	Automotive Equipment Specialist	06
99520	Narcotics Agent 3	09
99602	Civil Investigator 3	08
99720	Special Agent 3 Office Of Attorney General	09
99820	Consumer Protection Agent Supervisor	08
96570	Artist Illustrator 3	06

**PUBLIC UTILITY COMMISSION
CLERICAL, ADMINISTRATIVE AND FISCAL
Supervisory Unit**

CLASS		PAY SCALE
CODE	CLASS TITLE	GROUP
G5207	Complaints Intake Supervisor	05
00190	Clerical Supervisor 1	04
00200	Clerical Supervisor 2	05
02620	Purchasing Agent 2	06

**INSPECTION, INVESTIGATION AND SAFETY
Non-Professional/Supervisory**

CLASS		PAY SCALE
CODE	CLASS TITLE	GROUP
G5150	F.R.A. Programs Supervisor	08
G5220	Utility Complaints Investigator Supervisor 1	07
G5230	Utility Complaints Investigator Supervisor 2	08
G5420	Public Utility Enforcement Officer Supervisor	07

APPENDIX C

ORGANIZATIONAL SENIORITY UNITS BY AGENCY FOR ALL BARGAINING UNITS

AGING

Furloughs & Promotions

1. Statewide

AGRICULTURE

Furloughs & Promotions

1. Headquarters (including Farm Show and Veterinary Diagnostic Laboratories)
2. PA Equine Toxicology and Research Laboratory
3. Region 1 (Counties - Clarion, Crawford, Elk, Erie, Forest, Jefferson, McKean, Mercer, Venango, Warren)
4. Region 2 – (Counties - Cameron, Clinton, Columbia, Lycoming, Montour, Northumberland, Potter, Snyder, Tioga, Union)
5. Region 3 – (Counties - Bradford, Carbon, Lackawanna, Luzerne, Monroe, Pike, Sullivan, Susquehanna, Wayne, Wyoming)
6. Region 4 – (Counties - Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Indiana, Lawrence, Washington, Westmoreland)
7. Region 5 – (Counties - Bedford, Blair, Cambria, Centre, Clearfield, Fulton, Huntingdon, Juniata, Mifflin, Somerset)
8. Region 6 – (Counties - Adams, Cumberland, Dauphin, Franklin, Lancaster, Lebanon, Perry, York)
9. Region 7 – (Counties - Berks, Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton, Philadelphia, Schuylkill)
10. Each Horse Racing Commission Track (3)
 - Penn National Race Track
 - Philadelphia Park Race Track
 - Presque Isle Downs Race Track
11. Each Harness Racing Commission Track (3)
 - Pocono Downs Race Track
 - Meadows Race Track
 - Chester Downs Race Track

ATTORNEY GENERAL

Furloughs and Promotions

Harrisburg	Allentown
Philadelphia	Erie
Pittsburgh	State College
Scranton	Butler
Wilkes-Barre	Norristown
North Huntingdon	MAGLOCLEN

The Joint Gun Violence Task Force shall be considered a stand-alone unit and a separate seniority unit statewide.

For the purpose of Furlough, the Seniority Units for Narcotics Agents 3's shall be statewide.

AUDITOR GENERAL

Furloughs & Promotions

As shown in Appendix P

BANKING AND SECURITIES

Furloughs & Promotions

Office of the Secretary

1. Depository Institutions Deputate
2. Non-Depository Institutions Deputate
3. Securities Deputate
4. Bureau of Administrative Services

CIVIL SERVICE COMMISSION

Furloughs & Promotions

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

COMMUNITY AND ECONOMIC DEVELOPMENT

Furloughs & Promotions

1. Headquarters - Harrisburg
2. Each Regional Office (4)
 - Philadelphia
 - Pittsburgh
 - Wilkes-Barre/Scranton
 - Erie

CONSERVATION AND NATURAL RESOURCES

Furloughs:

1. Headquarters (including Pittsburgh Office of the Bureau of Topographic and Geologic Survey) in Park Region 1 includes Elk Country Visitor Center staff
2. Forestry Districts (20)
3. Penn Nursery
4. Regional Park Offices (4) (Including Bureau of Facility Design and Construction)
5. Parks
 - Bendigo Complex
 - Elk
 - Kinzua
 - Black Moshannon
 - Chapman
 - Hills Creek Complex
 - Leonard Harrison
 - Colton Point
 - Lyman Run
 - Patterson
 - Prouty Place
 - Cherry Springs
 - Denton Hill
 - Kettle Creek Complex
 - Ole Bull
 - R. B. Winter Complex
 - Ravensburg
 - McCall Dam
 - Sand Bridge
 - Reeds Gap Complex
 - Poe Valley
 - Poe Paddy

Sinnemahoning
Sizerville Complex
 Bucktail
Shikellamy Complex
 Milton
 Susquehanna
Mt. Pisgah
Bald Eagle
Little Pine Complex
 Hyner Run
 Little Pine
 Upper Pine Bottom
 Hyner View
Point
 Allegheny Islands
Cook Forest Complex
 Clear Creek
Keystone
Laurel Hill Complex
 Kooser
 Laurel Ridge
Linn Run Complex
 Laurel Mt.
 Laurel Summit
Moraine Complex
 McConnell's Mill
Ohiopyle
Raccoon Creek
 Hillman
M. K. Goddard
Yellow Creek
Presque Isle
 Erie Bluffs
Oil Creek
Pymatuning
Caledonia Complex
 Mt. Alto
Colonel Denning Complex
 Big Spring
 Fowler's Hollow
Cowans Gap Complex
 Buchanan's Birthplace

Gifford Pinchot
Greenwood Furnace Complex
 Whipple Dam
 Penn Roosevelt
Pine Grove Furnace
Prince Gallitzin
Codorus
Little Buffalo
 Joseph E. Ibberson Conservation Area
 Boyd Big Tree Conservation Area
Canoe Creek Complex
 Trough Creek
 Warriors Path
Susquehannock
 Samuel Lewis
Shawnee
 Blue Knob
Frances Slocum
Fort Washington
 Benjamin Rush
French Creek Complex
 Marsh Creek
Hickory Run Complex
 Lehigh Gorge
 Nescopeck
Neshaminy
 Benjamin Rush
Tuscarora Complex
 Locust Lake
Promised Land
 Varden Conservation Area
Ricketts Glen
Tobyhanna Complex
 Gouldsboro
 Big Pocono
Nockamixon
Worlds End
Memorial Lake Complex
 Swatara
Tyler
Ridley Creek

Lackawanna Complex
Archbald Pothole
Salt Springs
Prompton
Beltzville
Evansburg
Delaware Canal
Ralph Stover
White Clay Creek
Norristown
Parker Dam Complex
S. B. Elliott
Nolde
Kings Gap
Jennings
Jacobsburg

Promotions:

1. Agency Head's Office
2. Engineering & Scientific Unit will be by bureau (including Pittsburgh Office of the Bureau of Topographic and Geologic Survey)
3. All other bargaining units - Central Office (including Pittsburgh Office of the Bureau of Topographic and Geologic Survey)
4. Forestry Districts (20)
5. Penn Nursery
6. Regional Park Offices (4) (Including Bureau of Facility Design and Construction) in Park Region I includes Elk Country Visitor Center
7. Conservation and Natural Resources Advisory Council.
8. Wild Resources Conservation Fund
9. Parks
 - Bendigo Complex
 - Elk
 - Kinzua
 - Black Moshannon
 - Chapman
 - Hills Creek Complex
 - Leonard Harrison
 - Colton Point
 - Lyman Run
 - Patterson
 - Prouty Place
 - Cherry Springs
 - Denton Hill

Kettle Creek Complex
Ole Bull
R. B. Winter Complex
Ravensburg
McCall Dam
Sand Bridge
Reeds Gap Complex
Poe Valley
Poe Paddy
Sinnemahoning
Sizerville Complex
Bucktail
Shikellamy Complex
Milton
Susquehanna
Mt. Pisgah
Bald Eagle
Little Pine Complex
Hyner Run
Little Pine
Upper Pine Bottom
Hyner View
Point
Allegheny Islands
Cook Forest Complex
Clear Creek
Keystone
Laurel Hill Complex
Kooser
Laurel Ridge
Linn Run Complex
Laurel Mt.
Laurel Summit
Moraine Complex
McConnell's Mill
Ohiopyle
Raccoon Creek
Hillman
M. K. Goddard
Yellow Creek
Presque Isle
Erie Bluffs
Oil Creek
Pymatuning

Caledonia Complex
Mt. Alto
Colonel Denning Complex
Big Spring
Fowler's Hollow
Cowans Gap Complex
Buchanan's Birthplace
Gifford Pinchot
Greenwood Furnace Complex
Whipple Dam
Penn Roosevelt
Pine Grove Furnace
Prince Gallitzin
Codorus
Little Buffalo
Joseph E. Ibberson Conservation Area
Boy Big Tree Conservation Area
Canoe Creek Complex
Trough Creek
Warriors Path
Susquehannock
Samuel Lewis
Shawnee
Blue Knob
Frances Slocum
Fort Washington
Benjamin Rush
French Creek Complex
Marsh Creek
Hickory Run Complex
Lehigh Gorge
Nescopeck
Neshaminy
Benjamin Rush
Tuscarora Complex
Locust Lake
Promised Land
Varden Conservation Area
Ricketts Glen
Tobyhanna Complex
Gouldsboro
Big Pocono
Nockamixon
Worlds End

Memorial Lake Complex
Swatara
Tyler
Ridley Creek
Lackawanna Complex
Archbald Pothole
Salt Springs
Prompton
Beltzville
Evansburg
Delaware Canal
Ralph Stover
White Clay Creek
Norristown
Parker Dam Complex
S. B. Elliott
Nolde
Kings Gap
Jennings
Jacobsburg

CORRECTIONS

Promotions

1. Headquarters & Camp Hill Correctional Institution
2. Each Institution
3. Community Services Centers and Regional Offices - each county

Furloughs

1. Headquarters & Camp Hill Correctional Institution
2. Each Institution
3. Community Service Centers & Regional Offices - each region (3)

EDUCATION

Furloughs

1. Headquarters
2. Each PDE Field Location (2)
Pittsburgh
Philadelphia

Promotions

1. Headquarters by Secretary's Office
2. Each Commissioner's Office
3. Each Bureau

EMERGENCY MANAGEMENT

Furloughs

1. Headquarters
2. Each Area Office
3. State Fire Academy

Promotions

1. Agency-wide

ENVIRONMENTAL PROTECTION

Furloughs:

1. Central Office
2. Southwest Field Operations Region (includes portions of the Cambria District Offices, the Greensburg District Mining Office, and the Bureau of Mine Safety in Uniontown)
3. Southcentral Field Operations Region
4. Southeast Field Operations Region
5. Northeast Field Operations Region (includes portions of the Pottsville District Mining Office and the Bureau of Mine Safety in Pottsville)
6. Northwest Field Operations Region
7. Northcentral Field Operations Region
8. The following jobs in the Field Operations Regions, Watershed Management Programs are a statewide unit:
 - Civil Engineer Trainee
 - Civil Engineer General
 - Civil Engineer Hydraulic
 - Senior Civil Engineer General
 - Senior Civil Engineer Hydraulic
9. Cambria District Offices (all Bureau of Abandoned Mine Reclamation personnel and A-1/A-2 personnel)
10. Pottsville (all Bureau of Abandoned Mine Reclamation personnel at Rausch Creek and A-1/A-2 personnel)
11. Greensburg (only A-1/A-2 personnel, including those in the Bureau of Mine Safety in Uniontown)

Promotions:

1. Agency Head's Office
2. Citizens Advisory Council
3. Document Management Division
4. Engineering & Scientific Unit will be by bureau
5. All other bargaining units - Central Office
6. Southwest Field Operations Region (includes portions of the Cambria District Offices, the Greensburg District Mining Office, and the Bureau of Mine Safety in Uniontown)
7. Southcentral Field Operations Region
8. Southeast Field Operations Region
9. Northeast Field Operations Region (includes portions of the Pottsville District Mining Office and the Bureau of Mine Safety in Pottsville)
10. Northwest Field Operations Region
11. Northcentral Field Operations Region
12. Cambria District Offices (all Bureau of Abandoned Mine Reclamation personnel and A-1/A-2 personnel)
13. Pottsville (all Bureau of Abandoned Mine Reclamation personnel at Rausch Creek and all A-1/A-2 personnel)
14. Greensburg (only A-1/A-2 personnel, including those in the Bureau of Mine Safety Uniontown)

FISH AND BOAT COMMISSION

Furloughs & Promotions

1. Headquarters
2. Pleasant Gap (Excluding State Fish Hatcheries listed in #5 below)
3. Benner Spring Research Station
4. Lake Erie Research Branch
5. State Fish Hatcheries (14)
 - Cory
 - Union City
 - Fairview
 - Linesville
 - Pleasant Mount
 - Tionesta
 - Oswayo
 - Huntsdale
 - Bellefonte
 - Benner Spring
 - Pleasant Gap

- Reynoldsdale
 - Tylersville
 - Big Spring (Inactive except for Maintenance)
6. Maintenance Regions (5)
- Area 1 – Tionesta
 - Area 2 – Somerset
 - Area 3 – Sweet Valley
 - Area 4 – Elm
 - Area 5 – Bellefonte
7. Fisheries Management Section (9) (except A-1 unit statewide)
- Area 1 – Linesville
 - Area 2 – Tionesta
 - Area 3 – Bellefonte
 - Area 4 – Sweet Valley
 - Area 5 – Bushkill
 - Area 6 – Revere
 - Area 7 – Newville
 - Area 8 – Somerset
 - Area 9 – Fairview
8. Law Enforcement Regional Offices (6)
- Northwest
 - Southwest
 - Northeast
 - Southeast
 - Northcentral
 - Southcentral
9. Marina Management, Erie County

GAME COMMISSION

Furloughs & Promotions

- | | | |
|---|--|--|
| <ol style="list-style-type: none"> 1. Headquarters 2. Each County of Assignment 3. Each facility | <p>Game Farms (4)
Training Schools</p> | <p>Howard Nursery
Water Fowl Areas</p> |
| <ol style="list-style-type: none"> 4. Statewide B-1, B-2, B-4 Units | | |

GENERAL SERVICES

Furloughs and Promotions

1. Headquarters (5)
 - Non-Civil Service
 - Civil Service
 - Office of Chief Counsel
 - Administration Deputate
 - Property and Asset Management Deputate
 - Procurement Deputate
 - Public Works Deputate
2. Each Regional Office (4)
 - Non-Civil Service
 - Civil Service
 - Philadelphia
 - Pittsburgh
 - Scranton
 - Reading
3. Each Construction District (3)
 - Non-Civil Service
 - Civil Service
 - Eastern
 - Western
 - Central

GOVERNOR'S OFFICE

Furloughs & Promotions

- A. Executive Offices: Office of Administration, Boards, Councils, Commissions and Independent Agencies (14)
 1. Office of Information Technology (OIT)
 2. Pennsylvania Infrastructure Investment Authority
 3. Governor's Advisory Commission on Asian American Affairs
 4. Council on the Arts
 5. Commission for Women
 6. Commission on Crime and Delinquency
 7. Public Employees' Retirement Study Commission
 8. Juvenile Court Judges' Commission
 9. Board of Pardons
 10. Office of Inspector General
 11. Governor's Advisory Commission on Latino Affairs
 12. Rural Development Council

13. Governor's Advisory Commission on African/American Affairs
14. Pennsylvania Milk Marketing Board

Executive Offices: Office of the Budget

1. Office of Administrative Services (one unit)
2. Governor's Budget Office (one unit)
3. Comptroller Operations (nine units)
 - a. Bureau of Planning and Management
 - b. Workforce Development and Training Office
 - c. Bureau of Commonwealth Payroll Operations
 - d. Bureau of PA Liquor Control Board Services
 - e. Bureau of Commonwealth Accounting
 - f. Bureau of Payable Services
 - g. Bureau of Financial Management
 - h. Bureau of Quality Assurance and Process Improvement
 - i. Bureau of Audits

B. Pennsylvania Human Relations Commission (4)

Headquarters

Harrisburg Regional Office

Philadelphia Regional Office

Pittsburgh Regional Office

HEALTH

Promotions

1. Harrisburg Headquarters and Division of Vital Records, Harrisburg Office
2. Bureau of Laboratories
3. Northwestern District, including the Bureau of Facility Licensure and Certification, the Bureau of Community Program Licensure and Certification field locations and the Division of Vital Records, New Castle and Erie Offices:

Alphabetical List of Counties:

Cameron	Jefferson
Clarion	Lawrence
Clearfield	McKean
Crawford	Mercer
Elk	Venango
Erie	Warren
Forest	

4. Southwestern District, including the Bureau of Facility Licensure and Certification, the Bureau of Community Program Licensure and Certification field locations and the Division of Vital Records, Pittsburgh Office.

Alphabetical List of Counties:

Armstrong	Greene
Allegheny	Indiana
Beaver	Somerset
Butler	Washington
Cambria	Westmoreland
Fayette	

5. Northeastern District including the Bureau of Facility Licensure and Certification, the Bureau of Community Program Licensure and Certification field locations and the Division of Vital Records, Scranton Office.

Alphabetical List of Counties:

Carbon	Northampton
Lackawanna	Pike
Lehigh	Susquehanna
Luzerne	Wayne
Monroe	Wyoming

6. Southeastern District including the Bureau of Facility Licensure and Certification, the Bureau of Community Program Licensure and Certification field locations and the Division of Vital Records, Philadelphia Office.

Alphabetical List of Counties:

Berks	Lancaster
Bucks	Montgomery
Chester	Philadelphia
Delaware	Schuylkill

7. North Central District including the Bureau of Facility Licensure and Certification field locations.

Alphabetical List of Counties:

Bradford	Northumberland
Centre	Potter
Clinton	Snyder
Columbia	Sullivan
Lycoming	Tioga
Montour	Union

8. South Central District including the Bureau of Facility Licensure and Certification and the Bureau of Community Program Licensure and Certification field locations.

Alphabetical List of Counties:

Adams	Huntingdon
Bedford	Juniata
Blair	Lebanon
Cumberland	Mifflin
Dauphin	Perry
Franklin	York
Fulton	

Furloughs

1. Each Division within Harrisburg headquarters
2. Each Division within Bureau of Laboratories
3. Each District office within Bureau of Community Health Systems
4. Each State Health Center within Bureau of Community Health Systems
5. Each field office for Division of Vital Records
6. Each Division at each field office for Bureau of Facility Licensure and Certification and Bureau of Community Program Licensure and Certification

HISTORICAL AND MUSEUM COMMISSION

Furloughs and Promotions

1. Headquarters - Harrisburg and Dauphin County
2. County by Museum or Historical Site (24)

HUMAN SERVICES

Furloughs and Promotions

1. Headquarters
2. Each Institution
 - A. Youth Development Centers
 - B. Mental Health Hospitals
 - C. Mental Retardation Centers
 - D. Youth Forestry Camps
 - E. Secure Treatment Units
3. Each County Assistance Office
4. OIM, Bureau of Child Support
 - A. Wilkes-Barre Area Office
 - B. Philadelphia Area Office
 - C. Pittsburgh Area Office
 - D. Harrisburg Office
5. Each Regional Office, Area Office, District Office in the Offices of:
 - A. Mental Health and Substance Abuse Services
 - B. Developmental Programs
 - C. Income Maintenance
 - D. Children, Youth and Families
 - E. Long Term Living
 - F. Child Development and Early Learning
 - G. Administration

NOTE: Per a 1993 sideletter agreement, DHS Office of Administration staff located at a facility will be considered, for the purposes of promotion and furlough, part of that facility.

 1. Bureau of Administrative Services – Guardianship Programs;
 2. Bureau of Financial Operations – Facility Reimbursement Operations
 3. Bureau of Program Integrity – Health Insurance Premium Payment (HIPP) Operations
- H. Legal Counsel

INSURANCE

Furloughs

1. Headquarters
2. Mcare

Promotions

1. Headquarters including Mcare

LABOR AND INDUSTRY

Furloughs and Promotions

A. General Administration and Programs

1. Headquarters including Dauphin County

- a. Non-Civil Service
- b. Civil Service

Secretary's Office

Deputy Secretaries' Offices

Legislative Affairs

Office of Deaf and Hard of Hearing

Office of Chief Counsel

Press Office

Policy, Planning and Development Office

Bureau of Occupational and Industrial Safety

Bureau of Workers' Compensation

PENNSAFE

Bureau of Labor Law Compliance

State Workmen's Insurance Fund

Boards and Commissions

Office of Equal Opportunity

Bureau of Administrative Services

Pennsylvania Conservation Corps.

Workforce Innovation Office

Workers Compensation Office of Adjudication

Bureau of Financial Management

Bureau of Human Resources

Office of Information Technology (OIT)*

*NOTE: Non-technical classified positions for furlough only

2. Each County
 - a. Non-Civil Service
 - b. Civil Service

Office of Deaf and Hard of Hearing
 Office of Chief Counsel
 Bureau of Occupational and Industrial Safety
 Bureau of Workers' Compensation
 Bureau of Labor Law Compliance (clerical only)
 State Workmen's Insurance Fund
 Pennsylvania Conservation Corps.
 Workers Compensation Office of Adjudication
 Office of Information Technology (OIT)*

*NOTE: Non-technical classified positions for furlough only

3. Bureau of Occupational and Industrial Safety, except Headquarters and clerical
 - a. Uniform Construction Code Division
 - b. Uniform Construction Code Inspection Division - Each District Office
 - c. Uniform Construction Code Plan Review Division
 - d. Elevator Division - Each District Office
 - e. Boiler Division - Each District Office
 - f. Certification, Accreditation and Licensing Division - Statewide
4. Bureau of Labor Law Compliance, except for Headquarters and Clerical

Each District Office

B. Office of employment Security

1. Headquarters including Dauphin County
2. Each County

Bureau of Workforce Development Partnership
 Center for Workforce Investment and Analysis
 Office of UC Tax Services
 Office of Unemployment Compensation Services Center
 Unemployment Compensation Board of Review

- C. Office of Vocational Rehabilitation
 - 1. Bureau of Vocational Rehabilitation Services
 - a. Headquarters
 - b. Each District Office
 - 2. Johnstown Rehabilitation Center (HGAC)
 - 3. Bureau of Blindness and Visual Services
 - a. Headquarters
 - b. Each District Office

- D. Bureau of Disability Determination
 - 1. Headquarters including Harrisburg office
 - 2. Greensburg
 - 3. Wilkes-Barre

- E. Office of Information Technology
 - 1. Headquarters including Dauphin County
 - 2. Each County

NOTE: Non-technical classified positions for promotion only

LIQUOR CONTROL BOARD

Furloughs and Promotions

- 1. Headquarters
- 2. Each County

The seniority unit for LCB Licensing Analysts shall be statewide.

MILITARY AND VETERANS' AFFAIRS

Furloughs and Promotions

- 1. Headquarters
- 2. Bureau of Reservation Maintenance
- 3. Veteran's Affairs Field Offices
- 4. Hollidaysburg Veterans' Home
- 5. PA Soldiers' and Sailors' Home
- 6. Southeastern PA Veterans' Center
- 7. Gino J. Merli Veterans' Center
- 8. Each State Home Armory by geographical location
- 9. Each army and/or air base by geographic location

10. Southwestern Veterans' Center
11. Delaware Valley Veterans' Home

PENNSYLVANIA GAMING CONTROL BOARD

Furloughs and Promotions

1. West
2. Central
3. East

PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY

Furloughs

1. Headquarters
2. Each Regional Office (7)

Pittsburgh	Sharon
Williamsport	Philadelphia
Wilkes-Barre	Carlisle
Westport	

Promotions

1. Headquarters by Division
2. Each Regional Office (7)

Pittsburgh	Sharon
Williamsport	Philadelphia
Wilkes-Barre	Carlisle
Westport	

PENNSYLVANIA MUNICIPAL RETIREMENT SYSTEM

Furloughs and Promotions

1. Statewide

PROBATION AND PAROLE

Furloughs and Promotions

1. Headquarters
2. Central Regional Office
3. Eastern Regional Office
4. Western Regional Office

5. Each Correctional Institution
6. Philadelphia District Office
7. Chester District Office
8. Pittsburgh District Office
9. Harrisburg District Office
10. Scranton District Office
11. Williamsport District Office
12. Erie District Office
13. Allentown District Office
14. Mercer District Office
15. Altoona District Office

PUBLIC SCHOOL EMPLOYES' RETIREMENT SYSTEM

Furloughs

1. Headquarters
2. Each Regional Office

Promotions

1. Statewide

PUBLIC UTILITIES COMMISSION

Furloughs and Promotions

1. Headquarters
2. District or Region (6)
 - Harrisburg
 - Philadelphia
 - Pittsburgh
 - Erie
 - Scranton
 - Altoona

REVENUE

Furloughs and Promotions

Field Personnel - Clerical, Administrative and Fiscal Unit

- A. Territory I
 - Offices
 - Altoona, Clearfield, Johnstown

Counties

Bedford, Cambria, Clearfield, Somerset, Blair, Centre, Fulton, Huntingdon, Mifflin, Armstrong, Clarion, Indiana, Jefferson

B. Territory 2

Offices

Greensburg, Pittsburgh

Counties

Allegheny, Fayette, Greene, Washington, Westmoreland

C. Territory 3

Office

Erie

Counties

Beaver, Butler, Lawrence, Erie, Crawford, Mercer, Venango, Cameron, Elk, Forrest, McKean, Potter, Warren

D. Territory 4

Office

Sunbury

Counties

Bedford, Clinton, Lycoming, Sullivan, Tioga, Columbia, Juniata, Montour, Northumberland, Snyder, Union

E. Territory 5

Offices

Scranton, Wilkes-Barre

Counties

Luzerne, Wyoming, Lackawanna, Monroe, Pike, Susquehanna, Wayne

F. Territory 6

Offices

Bethlehem-LehighValley, Reading

Counties

Carbon, Schuylkill, Berks, Lehigh, Northampton

G. Territory 7

Offices

Chester, Norristown, Philadelphia

Counties

Philadelphia, Chester, Delaware, Montgomery, Bucks

H. Territory 8

Offices

Harrisburg Field Offices are included in the Headquarters' Unit

Counties

Adams, Franklin, York, Lancaster, Lebanon, Cumberland, Dauphin, Perry

STATE

Furlough and Promotions

1. Headquarters, including Bureau of Professional and Occupational Affairs, Bureau of Enforcement and Investigation, and Harrisburg Regional Office (2)
Non-Civil Service
Civil Service
2. Philadelphia Regional Office
3. Pittsburgh Regional Office
4. Scranton Regional Office

STATE EMPLOYEES' RETIREMENT SYSTEM

Furloughs and Promotions

1. Headquarters (includes A-1 employees in the Harrisburg Field Office)
2. Each Field Office

STATE POLICE

Furloughs

1. Department Headquarters including Bureau of Training and Education (Academy), Bureau of Liquor Control Enforcement Headquarters, Harrisburg District Enforcement Office, including the Legal Office, Bureau of Integrity and Professional Standards, Bureau of Emergency and Special Operations, Municipal Police Officers' Education and Training Commission, all of Troop "H" and Troop "T" Headquarters and Troop "T", Newville Station, Gaming Enforcement Office, Harrisburg Dispatch Center, Technical Support Division, PSP Bureaus located at Market Place Facility, Transportation Division, Central Supply Section, Commercial Vehicle Safety Division, PSP Bureaus located at the Hillcrest Facility.

2. Each Troop (exclusive of Troop "H", and Troop "T" Headquarters) & Newville Station, and each District Liquor Enforcement Office (except Harrisburg), DNA & Regional Laboratories, Norristown Dispatch Center, Troop "T" Stations, and Legal Offices within the geographical area of the troop.

Promotions

1. Department Headquarters including Bureau of Training and Education (Academy), Bureau of Liquor Control Enforcement Headquarters, Harrisburg District Enforcement Office, including the Legal Office, Bureau of Integrity and Professional Standards, Bureau of Emergency and Special Operations, Municipal Police Officers' Education and Training Commission, all of Troop "H" and Troop "T" Headquarters and Troop "T", Newville Station, Gaming Enforcement Office, Harrisburg Dispatch Center, Technical Support Division, PSP Bureaus located at Market Place Facility, Transportation Division, Central Supply Section, Commercial Vehicle Safety Division, PSP Bureaus located at the Hillcrest Facility.
2. Each Troop (exclusive of Troop "H" and Troop "T" Headquarters) & Newville Station, and each District Liquor Enforcement Office (except Harrisburg), DNA & Regional Laboratories, Norristown Dispatch Center, Troop "T" Stations, and Legal Offices within the geographical area of the troop.

STATE PUBLIC SCHOOL BUILDING AUTHORITY

Furloughs and Promotions

1. Authority-wide

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION

Furloughs and Promotions

1. Office of the Chancellor
2. Each University (14)

STATE TAX EQUALIZATION BOARD

Furloughs and Promotions

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

THADDEUS STEVENS COLLEGE OF TECHNOLOGY

Furloughs and Promotions

1. Facility-wide

TREASURY

Furloughs and Promotions

1. Statewide
2. Board of Finance and Revenue

TRANSPORTATION

Furloughs

1. Headquarters (includes A-1 and A-2 employees in District 8-0)
2. Pittsburgh - Office of Chief Counsel
3. Philadelphia - Office of Chief Counsel
4. Each Engineering District (11)
5. Each County Maintenance District (67)
6. Statewide – Bridge Inspection Crane Technicians

Promotions

1. Headquarters (includes A-1 and A2 unit employees in Engineering District 8-0 and Maintenance District 8-5)
2. Each Engineering District by Division (except A-1 and A-2 Bargaining Unit employees)
3. Each Engineering District A-1 and A-2 Bargaining Unit employees
4. Each County Maintenance District (67)
5. Statewide – Bridge Inspection Crane Technicians

APPENDIX D

RULES OF THE ACCELERATED GRIEVANCE PROCEDURE

RULE 1

JOINT AREA COMMITTEES AND THE JOINT PENNSYLVANIA STATE COMMITTEE

Section 1. Function - Joint Area Committees

It shall be the sole purpose of the Joint Area Committees to hear unresolved grievances from Step 1. The Joint Area Committees shall have the authority to render final and binding decisions on all grievances properly brought before them.

Section 2. Composition

All Joint Area Committees shall be made up of an equal number of representatives selected by the respective parties, with half being designated by the Union, and half designated by the Commonwealth - from persons not directly involved in the case. Each Committee Panel will consist of a total of six (6) members, as agreed between the parties. In addition, each party shall designate one of its Committee representatives as a Co-Chairperson for the purpose of ensuring the orderly execution of the established procedures.

Section 3. Jurisdiction

The parties agree to establish Regional Joint Area Committees (East and West) comprised of the following Agencies:

COMMITTEE

Transportation
Labor & Industry
Revenue
State Police
Insurance
State
PA Human Relations Commission
PA Emergency Management Agency
Fish & Boat Commission
Game Commission
Agriculture
Public Utility Commission
Environmental Protection
Conservation and Natural Resources

COMMITTEE

Human Services
Military and Veterans' Affairs
Executive Offices
Banking and Securities
Education
General Services
Aging
Community and Economic Develop.
Historical & Museum Commission
Probation & Parole
Governor's Office
PA Municipal Retirement System
State Employees Retirement System
Public School Employees Retirement System
Milk Marketing Board
Health
State Tax Equalization Board
Civil Service Commission
Corrections

RULE 2
JOINT COMMITTEE MEETINGS

Section 1. Time and Place

The Joint Area Committees shall meet on a monthly basis. Said meeting shall begin at 8:00 a.m. on each scheduled meeting date.

Meeting locations - six (6) locations shall be chosen by the Employer and six (6) locations chosen by the Union for each of the Joint Area Committees.

The time and place of any meeting may be changed by mutual agreement of the Parties.

Section 2. Meeting Dockets

A docket indicating the cases scheduled to be heard at each Joint Area Committee meeting will be furnished by the Office of Administration (Bureau of Labor Relations) at least ten (10) days prior to the date of each meeting. Copies are to be provided to the affected Commonwealth Agencies (Divisions of Labor Relations) and Council 13 AFSCME (Grievance Department, 4031 Executive Park Drive, Harrisburg, PA 17111-1599).

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

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

RULE 3
PROCEDURE ON GRIEVANCES

Section 1. Filing of Grievances

The grievance shall be reduced to writing by the Union. Copies of the grievance shall be submitted to the Office of Administration (Bureau of Labor Relations, 404 Finance Building, Harrisburg, PA 17120), with copies to the affected Commonwealth Agency (Division of Labor Relations).

Section 2. Selection of Panel

The Union and the Commonwealth will select their respective Co-Chairpersons. The position of Acting Chairperson for each Joint Area Committee meeting will be alternately filled by each side. Each Co-Chairperson shall select his/her panel members to hear each case on the docket. Any Joint Committee panel hearing a case shall consist of three (3) representatives designated by each party, and at all times shall consist of an equal number of Commonwealth and Union representatives. The parties agree that the panel will consist of six (6) members, three (3) designated by each side. It is further agreed and understood between the parties, that either party may request to increase or decrease the size of the Committee for a specific case.

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

No representative of either side, who participated in the prior hearing of the case at the Area Committee Level as a presenter or panel member, shall be permitted to act as a member of the panel hearing the case at Step 3.

Section 3. Settlements

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

Section 4. Postponement of Cases

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

Section 5. Default

In the event either party in a dispute fails to appear before the Joint Area Committee, or State Committee, or a panel thereof, without an authorized postponement, the Joint Area Committee or State Committee, shall render a default decision in favor of the appearing party. If either party in a case which is scheduled to be heard at a particular meeting fails to appear at the time the case is called, that case will be placed at the end of the Docket and will be called again after all of the cases preceding it have been heard. At that time when the case is called for the second time, if the party again fails to appear, the Committee shall render a default decision in favor of the appearing party.

RULE 4
OPERATION OF JOINT AREA COMMITTEE

Section 1. Rules

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

Section 2. Order of Cases

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

Section 3. Hearings

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

"THE FOLLOWING STATEMENT IS BEING GIVEN BY ME FREELY AND WITHOUT COERCION FOR OFFICIAL COMMONWEALTH BUSINESS AND WILL BE CONSIDERED FOR ALL PURPOSES, INCLUDING ACTIONS UNDER THE STATUTES OF THIS COMMONWEALTH, JUST AS THOUGH IT HAD BEEN SWORN OR AFFIRMED BEFORE A COURT OF LAW OR FORMAL ARBITRATION PANEL."

All evidence to be presented must be made known to the other party within a reasonable time prior to the hearing. HOWEVER, NO LATER THAN FORTY-EIGHT (48) HOURS (EXCLUDING HOLIDAYS AND SATURDAYS/SUNDAYS) PRIOR TO THE SCHEDULED MEETING OF THE JOINT AREA COMMITTEE OR STATE COMMITTEE. THE FOLLOWING ARE THE ONLY PERMISSIBLE EXCEPTIONS: BARGAINING HISTORY, PRECEDENT SETTING ARBITRATION AWARDS, PRECEDENT SETTING SETTLEMENTS, COURT DECISIONS, AND LABOR BOARD DECISIONS. Failure to comply with this rule by either party, shall constitute grounds for the Committee to refuse to consider the evidence in question if an objection to its introduction is raised. During the hearing, only panel members, alternate members of the Joint Committee, the parties presenting the case, and those directly involved in the specific case being heard, shall be allowed to sit in the immediate area

where the hearing is being conducted. Other members of the Joint Committee, except for the designated panel hearing the case, shall not participate in the presentation, the discussion, or the questioning.

In discharge, involuntary demotion, suspension and reprimand cases, the Commonwealth must present its evidence first; in all other cases, the Union will present its evidence first. Each party shall declare, prior to the presentation of its case, whether there will be a co-presenter on the respective case. The number of co-presenters shall be limited to two (2) individuals, and a co-presenter shall only supplement the presentation of the case in chief. Both sides will have an opportunity to summarize and rebut; however, when co-presenters are used, only one (1) of the co-presenters may respond during the Summation and Rebuttal portion of the presentation. After each party has presented its case and its official rebuttal testimony, the panel members will be free to ask questions of the parties. After such questioning, the panel of the Joint Area Committee will retire to executive session and will vote, and thereby render its decision. Voting by a show of hands will be deemed to be sufficient. When the panel goes into executive session in order to decide the case, all others must retire from the room. After a decision has been reached by a majority vote of the panel, the decision shall be reduced to writing and provided to the parties in a manner agreed upon by the Joint Area Committee.

Section 4. Recess

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

Section 5. Summaries

The Commonwealth co-chair of the Joint Area Committee shall prepare written summaries for each committee meeting, briefly outlining the facts and the decision reached by the committee in each case heard. Copies of all such summaries shall be provided to the Union (AFSCME, Council 13, 4031 Executive Park Drive, Harrisburg, PA 17111-1599).

RULE 5 JOINT PENNSYLVANIA STATE COMMITTEE (JPSC)

Section 1. Function

The Joint Pennsylvania State Committee shall hear at Step 3, all cases referred to it from Step 2. This Committee shall operate under the same Rules of Procedure that govern the Joint Area Committees.

Section 2. Minutes

The Commonwealth co-chair shall prepare written minutes of each committee meeting, briefly outlining the facts and the decision reached by the Committee in each case heard. Copies of

all such minutes and decisions shall be provided to the Union (AFSCME Council 13, 4031 Executive Park Drive, Harrisburg, PA 17111-1599). The Office of Administration will provide copies of these documents to all Commonwealth Agencies (Divisions of Labor Relations) participating in the AGP. Minutes for the Joint State Committee will be approved at the next meeting of the Committee and will form the official record of the Committee action.

Section 3. Meetings

Frequency of meetings and their location shall be determined by AFSCME Council 13 and the Office of Administration, Bureau of Labor Relations representatives.

APPENDIX E

MAINTENANCE AND TRADES SUPERVISORY UNIT

Training

Where feasible the Commonwealth will continue present training programs and review and upgrade the programs with the goal of training interested and qualified employees for higher classifications within the department or agency. Among those within a seniority unit who apply from within the classification or classifications determined by the Employer as being appropriate for receiving the training, the employee with the greatest length of classification among those with relatively equal qualifications will receive the opportunity for training. If there is no qualified employee within the classification deemed appropriate for training, then the training may be offered to other qualified employees as determined by the Employer.

In the Department of Transportation, a training committee consisting of two supervisory unit employees per Engineering District and appropriate Union and Management representatives shall meet in Central Office semi-annually to discuss training issues. Employees selected for this committee shall be entitled to administrative leave to attend these meetings, but shall be afforded no other benefit or privilege as a result of this selection. It shall be the responsibility of the Union to request the meetings, suggest alternative dates, and provide a list of supervisory unit representatives and a tentative agenda for discussion.

The Department of Transportation will provide Foremen with adequate training to ensure they are familiar with equipment operated by employees under their supervision.

Eating and Sanitary Facilities

The Employer will provide exhaust fans or suitable substitutes, if needed, in all facilities used as paint shops, permanent garages or repair areas; and fresh water, soap or waterless soap and paper towels at permanent Department of Transportation and Department of Conservation and Natural Resources locations and in all locations where presently supplied, including work crew areas.

Specialized Crews

1. Future permanent assignments to vacancies which occur in county-wide paving, surface treatment, sign, bridge and guide rail specialized crews shall be made in accordance with the following provisions:

- A. Complement vacancies which the Department determines are to be filled shall be filled in accordance with applicable personnel policy and/or this Memorandum and Appendix.
- B. Assignments to those crews listed above will be made by posting paving, surface treatment, and guide rail foreman positions annually or when vacancies occur, the opportunity for assignment to the crew for five (5) working days. After the posting period, in February for the annual posting, the Employer shall select crew foremen from among the applicants from the supervisory classification determined by Management to be needed for the position. In making its selection, management shall take into account the applicants' relative skill, ability, experience, and seniority. Assignments shall not be made in a manner inconsistent with the provisions of Recommendation 31, Discrimination. Grievances alleging a violation of this provision may be submitted directly to the Joint State Committee of the grievance procedure. Foremen selected for specialized crew assignments will be permitted to request the stockpile to which they wish to be assigned while not on a specialized crew. The Employer will give due consideration to all such requests. Only actual vacancies will be posted. Bridge and sign crew assignments will be considered permanent and will not be re-bid annually solely because the crew disbanded at the conclusion of the previous work season. Bridge and sign crew foremen desiring to be reassigned may submit requests for reassignment, and all such requests will be given due consideration by the Employer.
- C. Foremen assigned to the listed county-wide specialized crews shall serve a probationary period of thirty (30) work days on the specialized crew. When employees are assigned to the same specialized crew(s) in consecutive years, they will not be required to serve a probationary period. Where in the opinion of Management the employee's performance is determined to be unsatisfactory, the employee shall be returned to his former assignment or to a similar assignment and the next most qualified applicant shall be assigned to the crew on a probationary basis. When this occurs, the Employer will explain the specific rationale for the reassignment to the Local Union.
- D. If there are no applicants for the assignment from among employees in the class determined by Management to be needed on the crew or if no such applicants possess the requisite skills and abilities, assignments shall be made by the Employer from among those employees who possess the requisite skills and abilities.

- E. Seniority for the purpose of this provision shall be classification seniority.
 - F. The provisions of this section may be modified in writing by local agreement.
2. Travel time for specialized crews

Hours of work for members of special crews shall commence when such employees arrive at their equipment ready for work whether prior to or subsequent to transportation to the work site. If such employees are required by the Employer to travel to and from the work site by transportation provided by the Employer, work time shall commence at the time of embarkation and shall cease at the time of debarkation.

Work Site Travel

In the Department of Transportation, foremen not assigned to one of the specialized crews listed under the "Specialized Crews" section of this Appendix, will be assigned to report on a daily basis consistent with the Employer's operational requirements to either a reporting site, a work site within the geographic area of responsibility of the reporting site, or an assembly point within the geographic area of responsibility of the reporting site for transport to work assignments at a site outside that geographic area. If employees are assigned to report to an assembly point, transportation to the work site will be provided by the Employer. The assembly point should be a location where employee vehicles can be safely and securely parked off the traveled roadway. Hours of work for such employees will commence upon arrival at the assigned work site or reporting site at the start of the shift and cease upon departure from the assigned work site or return to the reporting site at the end of the shift.

In those situations where employees are required by the Employer to travel from their first assigned work site of the day to any additional work sites on the same day, and are required to use their own personal vehicle for such travel, then the employees will be paid mileage travel expense in accordance with existing Commonwealth Travel Expense Regulations.

Employees will be permitted to request the reporting site to which they wish to be assigned during the summer work season. The Employer will give due consideration to all such requests.

For the purposes of this Appendix, a reporting site in the Department of Transportation shall be defined as a stockpile, office, or satellite. The geographic area of responsibility associated with a reporting site shall be defined as the geographic area within which employees from that reporting site have been historically assigned to work.

Department of Transportation Compensatory Time

This provision amends the time frames of Recommendation 10, Section 6 - Holidays and Recommendation 20, Section 4 - Overtime for employees covered by this Maintenance and Trades Supervisory Unit Appendix who earn compensatory time.

The 45 day period referred to in those Master Memorandum Sections is extended to 90 days. The references to the 120 calendar day period is extended to 180 calendar days. Other than these time frame adjustments, no change to the Master Memorandum Sections is intended.

Department of Human Services Compensatory Time

Compensatory time awarded to Department of Human Services employees for working on scheduled holidays will not be pre-scheduled. Employees will be permitted to use compensatory time within 45 days succeeding the designated holiday. If such scheduling is not possible, the scheduling period will be extended 45 days, regardless of the calendar year. The employees may select the day(s) on which they will use their compensatory time, provided they have given the Employer three weeks notice. The Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. Requests for such compensatory time which are submitted less than three weeks in advance may be approved at the sole discretion of the Employer.

If the employee makes no attempt to schedule the earned paid time off, or the Employer is not able to approve the date(s) requested by the employee within the 90-day period succeeding the holiday, the Employer, at its option, will either schedule the time off within the next 45 days, or compensate the employee at the employee's regular hourly rate of pay.

Available compensatory time may be used by the employee for an emergency.

Call Time

Employees receiving call time assignments shall be credited from the time they begin work.

Employees in the Department of Conservation and Natural Resources when called in to fight forest fires shall be guaranteed two hours' work on a portal-to-portal basis.

Transportation Safety Committees

In the Department of Transportation, a safety committee consisting of two meet-and-discuss unit employees per Engineering District and appropriate Union and Management representatives, shall meet in Central Office quarterly to discuss specific safety policies, procedures and problem areas. Employees selected for this committee shall be entitled to administrative leave to attend these meetings, but shall be afforded no other benefit or privilege as a result of this selection. It shall be the responsibility of the Union to request the meetings, suggest alternative dates for it, and provide a list of meet-and-discuss unit representatives and a tentative agenda for discussion.

In addition, upon request of the Union, one meet-and-discuss unit employee in each county from the Department of Transportation shall be entitled to receive administrative leave for participation on the joint safety committee established within each Engineering District. No other benefit or privileges shall be afforded to the employee as a result of this selection. Any dispute arising from these committees shall be submitted to a committee comprised of a representative from the Office of Administration, AFSCME, and the Department.

Transportation Shotgun Riders

The present policy on this subject in the Department of Transportation will continue in effect to insure the safety of all operations.

Safe Drinkable Water

The Employer will provide safe drinkable water to work crews throughout the work year. The Employer will provide ice for the water from May 1st through October 31st of each work year. Each Game Commission work crew will be issued a five gallon water container for the crew's use during the workday.

The Employer agrees to reimburse each crew foreman in the Department of Transportation and the Game Commission up to a maximum of \$1.75 per day during the period from May 1st to October 31st for expenses incurred in providing ice for cooling and drinking water which they are required to provide to their crew members.

On or about October 1st each year, each foreman will submit a claim for this reimbursement. Reimbursement will be made as soon as practicable thereafter.

Safety Equipment

The Employer shall not require employees to operate motorized equipment and/or take out on the streets, highways or Commonwealth owned property any vehicle, or piece of equipment that is not in safe operating condition, including, but not limited to equipment which is acknowledged as overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Memorandum or basis for discipline where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped, shall be appropriately tagged by an authorized individual so that it cannot be used by other operators until the maintenance department has adjusted the complaint. After such equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

Department of Transportation Dangerous Conditions

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. Employees will not be assigned to perform litter pick-up on the berms, ramps, or medial strips of limited access highways during the rain.

The parties agree to include the following two side letters as binding additions to this Appendix:

1. 17 May 1988

Mr. Edward Keller
Executive Director
AFSCME Council 13
4031 Executive Park Drive
Harrisburg, PA 17111-1599

Dear Mr. Keller:

In the past, except for emergencies, many organizations have avoided the assignment of employees to major highways during periods when unusually high traffic volumes are anticipated.

In consideration of the safety of our employees, it is the intention of the Department to continue this policy. It will be applied on all four lane limited access highways on Fridays and the day before the holidays listed in Article 10 of the Master Agreement. In addition, it may be applied at other times and on other highways when specific local circumstances create an increased risk to employee safety. Department managers will be advised on this policy, and be expected to implement it in a manner which serves to protect the safety of our employees.

The implementation of this policy shall not be deemed to prohibit working employees off the traveled roadway on those designated, provided the work can be done safely; nor prohibit performing emergency operations at any time.

It is understood that alleged violations of this policy are subject to the grievance and arbitration procedure of the Master Agreement.

Sincerely,

Howard Yerusolim, PE
Secretary of Transportation

2. 17 May 1988

SUBJECT: Inclement Weather Assignments

TO: District Engineers
Maintenance Managers

FROM: Howard Yerusalim, PE
Secretary of Transportation

It has come to my attention that some organizations may be assigning employees to work activities during periods of inclement weather that, from a safety and operational standpoint, are not consistent with sound management practice.

During the periods of inclement weather, the safety of our employees and the traveling public must remain our primary concern. Therefore, when weather conditions of any type result in unacceptable visibility, except for emergencies, employees should be reassigned to other duties. Additionally, during periods of extreme temperatures, you should also take adequate precautions to safeguard the exposure of our employees. This may mean rotating assignments, providing extra breaks, or finding other means to ensure that the employees are adequately protected from the elements.

Aside from the safety aspects, there are also operational considerations. As you know, not every work activity can be performed properly in every type of weather condition. We are desirous of a quality product, produced in a safe work environment.

As a result, I do not expect that our employees will be directed to perform substandard work under unsafe work conditions.

Transportation Winter Scheduling

The following shall be in effect in the Department of Transportation during the winter operations period November 1 through March 31 and applies only to Department of Transportation County Maintenance District employees engaged in winter operations:

- 1) The Department on a county by county basis will determine the type of scheduling which will best meet the county's winter operations needs. The Department agrees to meet and discuss on this issue with the local Union.
- 2) If dual shifts are deemed appropriate, the number of employees on each shift and the appropriate classifications shall be determined by the Department. Shift assignments shall be made in accordance with Recommendation 29, Section 11 of the Master Memorandum.
- 3) In recognition of the Department's need for scheduling flexibility during the winter operations period, the provisions of Recommendation 6, Sections 5 and 7 of the Master Memorandum relating to meet and discuss, posting and minimum time-off shall not apply. Schedule/shift changes may be effected by the Department giving oral or written notice of such change to the involved employee(s) prior to the end of the employee's(s') preceding work shift.

- 4) The portion of Recommendation 6, Section 5 relating to Monday through Friday scheduling continues to apply.
- 5) If schedule changes, except for snow removal reasons, become excessive for any individual or group of employees, the Department and the Union will meet and discuss on that issue. If unresolved, a grievance may be instituted directly to the Joint State Committee. The Joint State Committee decision will be deemed final, binding and determinative of any issue or issues raised.
- 6) Those counties that have historically used 3 shifts during the winter operation period may continue to do so; however, the provisions of Recommendation 6, Sections 5 and 7 shall be applicable. Other counties may schedule 3 shifts by local agreement.
- 7) Shifts shall not be rotated, unless otherwise agreed to at the local level.
- 8) Snow and ice patrols shall continue to be permitted subject to the provisions of Recommendation 6, Sections 5 and 7.

Transportation Winter Overtime

The following shall be in effect for the Department of Transportation employees engaged in winter operations. It is understood that these provisions amend those in Recommendation 20, Section 5 of the Master Memorandum.

A. Winter Overtime (November 1 through March 31)

1. **Stockpile Assignments** - In September of each year, the Employer will determine the number and classification of employees to be assigned to each stockpile for winter assignment and post this information by September 30. Employees will then select, based upon classification, the stockpile to which they wish to be assigned. After stockpile assignments have been made, employees may indicate their shift preference based upon Master Memorandum seniority. In making stockpile and shift assignments, preference shall be made on a seniority basis unless the Employer determines in any particular situation that the needs of the operation determine otherwise.
2. **Stockpile Reassignments** - During the winter season, if a vacancy on a crew occurs or the Employer determines that a change in foreman or classification is necessary, reassignments will be made using the procedure set forth above, unless a different procedure for accomplishing the reassignments is agreed to at the local level. It is understood, however, that the Employer may temporarily change stockpile assignments in order to satisfy its operational needs. Such temporary assignments will not be made to reduce available overtime opportunities for employees permanently assigned to a stockpile.

3. Voluntary Assignments. - Employees will indicate at the time of stockpile selection their willingness/unwillingness to accept voluntary overtime assignments. Those employees in the appropriate class and shift at the stockpile having previously stated a willingness to work overtime will be called first. However, an employee of another class may be used when:

- a. the employee in the appropriate class would be entitled to double time;
- b. all employees in the appropriate class have been called;
- c. an immediate response is needed and an employee in the appropriate class at the stockpile is not immediately available;
- d. all employees in the appropriate class have already operated for 12 consecutive hours.

4. Mandatory Assignments - In the event there are insufficient volunteers, overtime shall be assigned to the employee at the stockpile in the appropriate classification and on the same shift with the least assigned overtime. All employees, including those who do not desire voluntary overtime, are expected to be available for mandatory or unscheduled overtime associated with general overtime call outs. An employee will be considered available if the Employer has been notified of the employee's whereabouts (i.e. a telephone number where the employee can be reached).

Department of Transportation Saturday Overtime

With the exception of snow removal and sudden/unexpected situations, County Maintenance employees shall be notified of Saturday overtime by the end of their shift on Thursday. If such notice is not received, and the employee is subsequently unavailable or declines the overtime opportunity, the time shall not be credited as time worked for equalization purposes and the employee will not be disciplined for being unavailable. If the employee volunteers for an overtime opportunity for which he/she has not had proper notice (i.e. end of shift Thursday), the employee shall be paid double time for all Saturday overtime hours worked.

Crossing County Lines

Employees of the Department of Transportation will be assigned to work within the county in which they are employed except, however, this will not apply to situations where employees have historically crossed county lines for purposes of, by way of example, emergencies, traveling to a turnaround point for snow removal, completing a work activity until an intersection or natural completion point is reached, where a specialized piece of equipment and operator is temporarily assigned to another county, training purposes, or where geographic features have resulted in one county assuming responsibility for highways in another county. It is understood that normal maintenance operations shall not constitute an emergency.

Overtime Equalization Units - Department of Transportation

It is understood by the parties that attempts will be made to equalize overtime in the following manner:

1. Overtime Equalization Period
 - a. The Employer will be obligated to equalize overtime during each one-half calendar year between or among the employees within the same job classification and equalization unit who have previously stated in writing a willingness to accept voluntary overtime assignments.
 - b. For purposes of employees covered by this understanding, each one-half calendar year will be defined as the period from October through March and the period from April through September inclusive.
2. Overtime Equalization Units - Specialized Crews
 - a. Each of the following specialized crews will constitute individual and separate overtime equalization units, in each County, where they exist:
 - (1) Paving
 - (2) Surface Treatment
 - (3) Bridge
 - (4) Sign Maintenance
 - (5) Guide Rail
3. Overtime Equalization Units - Non-Specialized Crews
 - a. For those County Maintenance Organizations where the existing overtime equalization units consist of each stockpile, or each stockpile and shift where multiple shifts exist, the following provisions shall apply. These same provisions shall also apply where the Local Union is willing to agree to equalization units consisting of each stockpile, or each stockpile and shift if multiple shifts are used.
 - (1) Unavailability - Employees shall be considered unavailable if they decline an overtime offer; or, if they cannot be reached by phone and the Employer can verify through a first-level supervisor, bargaining unit employee, or some other agreed upon method that a call has been made. All unavailable time will be counted as time worked for equalization purposes; except for unavailable time not charged in accordance with the provisions of the Saturday Overtime Section of this Appendix.

- (2) Disqualification - Employees who decline more than four overtime opportunities in any equalization period shall forfeit their right to be equalized at the end of that equalization period. Declinations of Saturday overtime in accordance with the provisions of the Saturday Overtime Section of this Appendix shall not be counted for this purpose.
- (3) Equalization Obligation - Employees will be considered equalized if their total number of overtime hours credited within any equalization period, is within 12 hours of the employee in their classification and equalization unit with the highest number of overtime hours credited during that period.

b. Unless modified by a local agreement, for those County Maintenance Organizations not covered by item 3a above, the appropriate equalization units will consist of each individual Assistant County Manager, with each Highway Equipment Manager being considered as a separate unit for all employees directly under his supervision. For employees in these equalization units, the following shall apply.

- (1) Unavailability - Employees who are on sick leave the day before a scheduled day(s) off and who decline an overtime call out on the scheduled day(s) off for reasons of illness, will not be charged with an overtime declination nor have overtime hours credited for equalization purposes.

Employees who are on sick, annual, or personal leave and cannot be reached for an overtime call out shall not be considered unavailable and have the time credited for equalization purposes unless the absence extends beyond 5 calendar days from the last day of work. If the absence extends beyond 5 days, the employee shall be credited for equalization purposes with the average amount of overtime worked/credited by employees in the same classification and equalization unit during the entire period of absence.

Employees shall be considered unavailable if they decline an overtime offer; or, if they cannot be reached by phone and the Employer can verify through a first-level supervisor, bargaining unit employee, or some other agreed upon method that a call has been made. All unavailable time will be counted as time worked for equalization purposes, except for unavailable time not charged in accordance with the provisions of the Saturday Overtime Section of this Appendix.

- (2) Equalization Obligation - Except as modified in Section 3.b.(1) above, overtime opportunities shall be equalized in accordance with the terms and conditions of Recommendation 20, Section 6.

Call Outs

Employees called out to work outside the hours of their assigned shift will be covered by Workers' Compensation Insurance while driving to and from their reporting site in accordance with the provisions of the Pennsylvania Workers' Compensation law.

Department of Transportation Standby Time

It is expressly understood and agreed between the parties that employees are expected to be available for mandatory overtime assignments when a need for overtime arises and insufficient volunteers are available. However, without prejudice to the above, and at the sole discretion of the Employer, those employees who are required to be available for mandatory overtime assignments on Thanksgiving Day, the day after Thanksgiving, December 24th, December 25th, December 31st, January 1st, the Martin Luther King Day Holiday, and the President's Day Holiday will be placed on standby time to assure their availability for duty.

Standby time assignments will be for a minimum of one full shift. Employees placed on standby time will be notified of the assignment prior to the end of their last scheduled shift before the commencement of the standby time assignment.

If the Employer determines that standby time will be used on any or all of the aforementioned days, employees will be selected for mandatory standby time assignments based on their classification seniority, beginning with the most senior employee. Subsequent standby time assignments will be rotated among remaining appropriately classified employees in the equalization unit, according to their Master Memorandum Seniority, beginning with the most senior employee with the least number of standby time assignments during the calendar year.

Employees placed on standby time on any of the days designated above, are prohibited from consuming any alcohol whatsoever during the period they are in standby status. Designated standby employees are required to be available for duty in accordance with Recommendation 23 (Standby Time) of the Master Memorandum, and all provisions of Recommendation 23 shall continue to be applicable to employees placed on standby time pursuant to this Section.

An employee not placed on standby time on one of the days identified above, shall not be charged with time worked for equalization purposes if he/she is unavailable for an overtime assignment on one of the designated days. Employees will be entitled to double time for all overtime hours worked when they are required to work on one of the designated standby days, but have not been placed on standby time. Employees who cannot be reached for an overtime assignment on one of the designated standby days, will not be subject to discipline for being unavailable if they were not placed on standby time.

Department of Transportation Meal Expenses

Employees who are required by the Employer to travel outside their assigned County, and at least 15 miles from their normal work site, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.50 including sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period.

For Department of Transportation employees covered by this Appendix, Recommendation 8, Section 2, of the Master Memorandum shall be modified as follows:

If employees are required to work more than two hours beyond their regular shift, they will be allowed a meal period at the end of the initial two hour shift or sooner. In addition, employees will be allowed a meal period for each four hours worked beyond each meal period. If employees work more than two hours after their scheduled quitting time and have not had notice of such work requirement at least two hours before commencement of their regular shift, the Employer shall compensate the employees for a meal in amounts actually expended not to exceed \$8.00.

If employees are unable to take their overtime meal period prior to the completion of their work assignment, the Employer shall compensate the employees for the purchase of a meal after the shift, in an amount actually expended not to exceed \$8.00.

Employees shall not be required to indicate time off for meal periods not taken on their daily time records.

The meal reimbursement allowances authorized by this provision shall be granted without requiring receipts or other accounting; however, they are not flat allowances, and only amounts actually expended may be claimed.

Department of Human Services Meal Expenses

Department of Human Services employees who are required by the Employer to travel at least 15 miles from their normal work site, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.50, including sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period.

Game Commission Meal Expenses

Employees who are required by the Employer to travel at least 15 miles outside their assigned county, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.50, including sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period.

DCNR Meal Expenses

A Department of Conservation and Natural Resources Forest Fire Specialist Supervisor or Forest Maintenance Supervisor who is required by the Employer to travel 15 miles or more from the employee's work-site and whose work assignment requires that the employee remain away from said office work-site during employee's normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales tax. If the employee is required to travel 15 miles or more to a construction work-site, the employee shall be granted lunch expenses not to exceed \$3.50 including sales tax; provided, however, the construction work-site must be 15 miles from the employee's home.

The allowance for subsistence requires no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

Game Commission Portable Radios

Each employee in the Game Commission will be provided with a portable radio when assigned to work alone.

Contracting of New Highway Construction and Reconstruction

It is expressly understood and agreed between the parties, except as otherwise agreed in writing, that the provisions of Recommendation 44 do not apply to new construction or reconstruction contracts (as specifically agreed and defined by the parties). This provision shall not be construed to exempt work performed by other supervisory units (other than Maintenance and Trades) from the provisions of Recommendation 44.

Fish and Boat Commission Meal Expenses

Employees of the Fish and Boat Commission's Division of Construction and Maintenance Services, who are required by the Employer to travel at least 15 miles from their headquarters, as measured by the shortest regularly traveled route, and whose work assignment requires that they remain away from their headquarters during their normal lunch period; shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50, including sales tax.

Department of Transportation - Tunnel Maintainer II's and Electrician Foreman

This Section shall apply to all supervisory unit Tunnel Maintainer II's and Electrician Foremen employed by the Department of Transportation in the Fort Pitt, Squirrel Hill, and Liberty Tunnels.

1. The Employer will give due consideration to the safety of employees when scheduling tunnel maintenance operations, especially during periods of higher than normal traffic volume generated by sports or entertainment events.

2. The Employer agrees to meet and discuss with the local Union on safety concerns related to tunnel operations on an as needed basis. Any agreements reached as a result of the referenced meet and discuss sessions will be incorporated into this Section.

3. When an Electrician is assigned to perform monitoring duties in the Liberty Fan House, he/she will not be removed and replaced by a foreman in non-emergency situations.

4. In non-routine circumstances, an additional employee may be assigned to work with the primary Electrician for the purpose of providing necessary assistance. In the event no additional Electricians are on-duty and available to provide back-up assistance, a Tunnel Maintainer may be assigned to provide back-up assistance, and to assist in the performance of any associated non-electrical work. Or alternatively, an additional employee will be instructed to check-in with the assigned Electrician on a regular basis throughout the course of the assignment.

5. All continuous re-lamping operations will be performed with three assigned Electricians, subject to the availability of the required staff. When the required number of Electricians are not available, the Employer will secure the additional staff.

6. In conjunction with special events, holiday periods, or other periods of significantly higher traffic volume, the Employer will continue to give due regard to the safety of employees and the motoring public when making work assignments. When work must be performed during periods of significantly higher traffic volume, the Employer will take all precautionary measures required by DOT publication 203. Foremen assigned to work during periods of significantly higher traffic, shall have the discretionary authority to make appropriate work-zone adjustments to protect the safety of employees.

7. During periods of severely inclement weather, or periods when special events are generating significantly higher traffic volume, assigned Tunnel Maintainer IIs shall have the discretion to call-out or hold-over a rank and file Tunnel Maintainer, provided the Tunnel Maintainer II first attempts to contact Tunnel Management.

In the event the Tunnel Maintainer II is unable to reach Tunnel Management, and a determination has been made that additional staff are required, the Tunnel Maintainer II will notify Tunnel Management as soon as possible and explain the rationale for his/her decision. This provision is not intended to imply that Department of Transportation Management has abrogated the right to scrutinize the decisions made by the Tunnel Maintainer II's on a case-by-case basis or to take appropriate corrective action to address problems.

8. The Employer will periodically provide for the monitoring of the air quality in the tunnels, or install a functional air quality monitoring systems at the various tunnel work-sites. In the event a problem with the work-environment air quality is discovered, the Employer will notify assigned employees and immediately undertake appropriate corrective measures consistent with the magnitude of the problem identified.

9. The Employer shall make available, without charge to the employees, all appropriate medical tests necessary to ensure the health of employees is not inordinately adversely affected by any toxins or contaminants which may be inherent in the tunnel work-environment. The Employer will meet and discuss with the local Union regarding the specific medical tests to be offered. In the event any such work-environment related health problems are identified, the Employer will immediately develop and implement a program of annual retesting of affected employees to ensure that any problems identified are not unduly exacerbated.

10. Notwithstanding unavoidable operational constraints, the Employer will cooperate with Union initiated arrangements for independent environmental testing of the tunnel work-sites.

11. Tunnel Maintainers and Tunnel Electricians required to work through their meal periods will be treated as 40 hour per week employees for the purposes of earning pay and benefits.

Corrections Rest Periods

Individual employees of the Department of Corrections who are in classifications covered by the Maintenance and Trades Supervisory Unit will either receive rest periods provided in Recommendation 7, Rest Periods of the Master Memorandum or receive a monthly payment as compensation in lieu of rest periods. The decision to provide rest periods or compensation in lieu of rest periods shall be reserved exclusively to the Employer, and the Employer may exercise its option on this matter on a month-to-month basis.

Where the Employer determines that compensation in lieu of rest periods will be provided, the following shall apply:

1. Designated employees will be compensated as follows:

employees in Pay Range 4 and below	\$91.25 per month
employees in Pay Range 5	\$100.12 per month
employees in Pay Range 6 and above	\$108.96 per month

2. The amounts in 1 above shall be proportionately reduced for any employee not in compensable status for the entire month.

3. Where possible, the monthly amounts will be paid by the end of the third full week of each month following the month such monies were earned.

4. The provisions of Recommendation 7, Rest Periods; Recommendation 20, Overtime, Sections 3(c) and 6; and any other reference to rest periods in the Master Memorandum, including the appendices thereto shall not be applicable in any month in which an employee receives compensation in lieu of rest periods.

Corrections - Meal Periods as Hours Worked

The practice at certain institutions in the Department of Corrections of including meal

periods within an employee's eight hours of work shall continue for those employees so scheduled but shall not be extended to other employees not so scheduled, nor to employees who enter Commonwealth service after the effective date of this Memorandum.

Meals at Corrections Institutions

Employees working at State Correctional Institutions shall continue to be provided with a free meal during their shift where such practice exists on the effective date of this Memorandum. The Employer shall attempt to insure that such meals are nutritious and varied. Representatives of the Employer and the Union shall meet and discuss on this subject on a regular basis at the agency level in Corrections.

APPENDIX F

CLERICAL, ADMINISTRATIVE, AND FISCAL SUPERVISORY UNIT

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 work site 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.

Cash Responsibility

Any employee handling cash shall be held responsible for any shortage (cash or cash equivalent) 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 cash 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 work site as measured by the shortest regularly traveled route and whose work assignment requires

that they remain away from said normal work site 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. However, they are not flat allowances and only amounts actually expended may be claimed.

Labor-Management Committees

Labor-management committees at the agency level shall meet at the request of either party at mutually convenient times. Labor-management meetings at the local level shall continue on their present schedule. The Employer will provide a timely response to the Union with regard to the recommendations discussed during the meeting. After consideration of the Union's recommendations, the Employer will also implement whatever action it deems appropriate, if any.

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 work sites. As supplies from Employer-provided first-aid kits are exhausted, replenishment from available stock shall be made within a reasonable period of time, upon request of the Union.

Job Postings and Promotions

While not required by Recommendation 29, Section 4 of the Memorandum of Understanding, many Commonwealth agencies post a brief job description of the vacant position when complying with the Section 4 posting requirement. If such a description is included on the posting, the Employer shall attempt to avoid the use of overly technical jargon in describing the duties to be performed.

In instances where questions arise regarding the Employer's action in (1) promoting employees within the Clerical, Administrative and Fiscal Supervisory Unit under the procedures specified in Sections 5 and 6 of Recommendation 29 of the Memorandum of Understanding, or (2) working employees out of classification within the Clerical, Administrative and Fiscal Supervisory Unit under the provisions of Recommendation 27, Section 2 of the Memorandum of Understanding, the Employer, upon written request from the appropriate Local Union President or designee, shall provide the names of the persons promoted or working out of class.

Personnel Files

The Employer agrees to meet and discuss at the request of the Union at the agency level concerning procedures by which personnel files will be available for inspection by employees as provided in Section 8 of Recommendation 35.

Video Display Terminals

Upon request of the Union, health and safety issues concerning the operation of current

VDT equipment/furniture will be addressed through the local meet and discuss process.

The Employer will give preference to ergonomics when economically practical in purchasing future and/or updating current VDT equipment/furniture. Upon request, the Employer agrees to meet and discuss with the Union at the local level to review and assess VDT equipment/furniture purchasing issues. Any purchasing decisions will be made by the Employer in accordance with Recommendation 2, Sections 1 and 2.

APPENDIX G

HUMAN SERVICES SUPERVISORY UNIT

Hours of Work

Irregular scheduling is permitted only in an activity where historically such scheduling has been done on a regular or seasonal basis. Problems of irregular scheduling may be submitted to local labor-management committees for possible resolution.

Full-time employees engaged in seven-day operations who are scheduled to work and do work more than eight consecutive days or more than two consecutive weekends shall be paid at 1 ¼ time the employee's regular hourly rate of pay for hours worked on the ninth and subsequent consecutive scheduled days or on the third and subsequent consecutive weekends. An employee will be considered to have worked a weekend if at least one-half of a shift is scheduled and worked in the period from 6 a.m. Saturday to 6 a.m. Monday. Scheduled days off which are worked or not worked shall be considered days off in the computation of the eight consecutive days and more than two consecutive weekends referred to in this section. If an employee is eligible concurrently for overtime premium under the Master Memorandum, the employee shall be paid at the higher appropriate rate.

Local scheduling agreements presently in existence or those agreed to in the future between the Employer and the Union will supersede the requirements of this section.

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

This section shall not apply to employees who are covered by the provisions of Recommendation 33, Special and Part-Time employees of the Master Memorandum.

Holidays

An employee who is scheduled to work on a holiday and is absent for an unauthorized reason on that day shall not be eligible to receive the holiday, holiday pay, or compensatory time off.

In those Mental Retardation Centers of the Department of Human Services where the policy of bunching the four minor holidays now exists and in those Mental Retardation Centers where the policy of bunching is implemented in the future, the administration of each institution will meet and discuss with the Union prior to the scheduling of such holidays.

The compensatory time awarded employees of the Department of Human Services, Department of Military and Veterans' Affairs and Department of Labor and Industry for working the scheduled holidays shall not be pre-scheduled, but the employees will be permitted to use the compensatory time within 45 days succeeding the designated holiday. If such scheduling is not possible, the scheduling period shall be extended 45 days, regardless of calendar year. The employees may select the day on which they shall utilize their compensatory time 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. Requests for such compensatory time which are submitted less than three weeks in advance may be approved at the sole discretion of the Employer.

If the employee makes no attempt to schedule the earned paid time off or the Employer is not able to approve the date(s) requested by the employee within the 90-day period succeeding the holiday, the Employer, at its option, will either schedule the time off within the next 45 days or compensate the employee at the employee's regular hourly rate of pay.

Available compensatory time may be used by the employee for an emergency.

Overtime

For the purpose of assigning overtime within a classification, there shall be seven units of employees as follows unless there are local agreements on other applicable units:

1. Dietary - each kitchen with its adjoining dining room(s).
2. Housekeeping - the housekeeping unit at each institution.
3. Laundry - each individual laundry complex.
4. Clinical Unit - clinical employees under the direction of first-level management except where the local Union and Management agree through meet and discuss to some other method.
5. Vocational Adjustment - a unit at each institution except where the local Union and Management agree through meet and discuss to some other method.
6. Therapeutic Recreation - a unit at each institution except where the local Union and Management agree through meet and discuss to some other method.
7. Occupational Therapeutic - a unit at each institution except where the local Union

and Management agree through meet and discuss to some other method.

The above, where applicable, relates to the Departments of Education, Health, Military and Veterans' Affairs and Labor and Industry.

Scheduling Leave

Because of the nature of the operational requirements which affect the scheduling of paid time off for employees of this meet and discuss unit, the parties agree that it is necessary to clearly define the priorities by which such leave shall be scheduled.

It is therefore agreed that within the scheduling unit, the first priority shall be given to vacation requests submitted during the annual selection period in accordance with Recommendation 13, Section 3.

When an employee submits a request for leave during the selection period and the Employer becomes aware prior to the end of the selection period that the leave request cannot be approved, the employee, at that time, will be notified of the disapproval so another selection may be made.

It is further agreed that after the "master" vacation schedule is approved and posted, should there be days remaining on which operational requirements would permit the granting of additional time off, or should other days become available as a result of vacation cancellations, the following scheduling method will be employed:

1. Requests for personal, holiday, compensatory leave and/or annual leave not scheduled during the selection period will be acted upon by Management as received (with equal priority) and scheduled on a "first-come, first-served" basis except as provided in Recommendation 11, Section 5 of the Master Memorandum. In the event that more requests are received on the same day than can be approved, the employee with the greatest total years of service with the Employer shall be given a choice of leave.
2. Requests for emergency paid leave will be entertained at any time with the understanding that the employee may be required to substantiate the emergency nature of the request and that further, it may be necessary to reschedule requests of other employees to accommodate the emergency.

This section shall not supersede or replace local resolutions existing or developed provided such resolutions are compatible with the provisions of the Master Memorandum.

Upon request of the Union, the local institution personnel officer and/or designee shall meet and discuss with the Union Local President and/or designee on an as needed basis to review issues/problems encountered by employees in the scheduling of annual/personal leave. Unresolved issues/problems are appropriate for agency-level discussions conducted pursuant to Recommendation 35, Section 6.

Work Assignments

If the Employer assigns employees on a temporary basis to a job assignment other than their regular job assignment, but within their job specification, such temporary assignment shall be rotated on a non-discriminatory basis, where the efficient operation of the institution is not affected, among persons within the job classification at the work location.

Where employees are assigned housekeeping duties or duties out of classification or out of their normal work area and are held responsible or liable for their regular duties, and are disciplined for failure to properly perform their regular duties, such employees may appeal through the grievance procedure contained in the Master Memorandum, to determine if there was just cause for the disciplinary action. If an employee's failure to perform their regular duties is totally due to their obligation to perform these other duties or assignments, that failure will not constitute just cause for discipline.

Meal Expenses

When the 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 a meal in the amount not to exceed \$7.75, including sales tax. In addition, the 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. Upon request, an employee shall be entitled to reasonable cash advancements to offset expenses incurred in the transportation of patients/residents/inmates as provided for above. However, the employee must submit a travel expense voucher after-the-fact with the appropriate receipts attached to account for all cash advancements.

Labor-Management Committees

Labor-management committees at the agency level shall meet at the request of either party at mutually convenient times. Labor-management meetings at the local level shall continue on their present schedule.

Agencies will furnish each institution with a copy of a summary of any statewide meetings.

Directives

The Employer will provide Council 13 with a copy of all agency directives pertaining to conditions of employment for employees in this unit.

The Employer shall also provide the Local President at the respective institution with a copy of institutional directives pertaining to conditions of employment for employees in this unit.

Staff-Patient Ratio Safety

Although ultimate determination of staff/patient ratios is the prerogative of the Employer, it is agreed that a labor/management committee shall be established at the local level to meet and discuss over Union concerns/recommendations regarding staffing issues.

Appropriate areas of discussion for the local labor/management committee shall include but are not limited to policies and programs of the Employer that affect the safety of unit employees.

Recommendations the Union may make in regard to staffing that would not result in increasing existing complement or increased costs to the Employer shall not be unreasonably denied.

If job assignments are deemed by the Union to be jeopardizing the safety of employees, the Union, at that time, may invoke the grievance procedure.

The appropriate forum for resolving disputes arising under this section that are not individual/group safety grievances shall be an agency-level meet and discuss session.

Cash Responsibility

Any employee handling cash shall be held responsible for any shortages (cash or cash equivalent) 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 cash 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.

Miscellaneous

Where the local Union and Management reach a written resolution to a local problem, such resolution will remain in effect until either party indicates to the other in writing its wish to modify or cease the practice. The parties may then meet and discuss to attempt to resolve the matter. Any resolution must be compatible with the provisions of the Memorandum. The expiration date of a written resolution may be a date other than the expiration date of the Master Memorandum.

Corrections Rest Periods

Individual employees of the Department of Corrections who are in classifications covered

by the Human Services Supervisory Unit will either receive rest periods as provided in Recommendation 7, Rest Periods of the Master Memorandum or receive a monthly payment as compensation in lieu of rest periods. The decision to provide rest periods or compensation in lieu of rest periods shall be reserved exclusively to the Employer and the Employer may exercise its option on this matter on a month-to-month basis.

Where the Employer determines that rest periods will be provided, all applicable provisions of the Master Memorandum will apply.

Where the Employer determines that compensation in lieu of rest periods will be provided, the following shall apply:

1. Designated employees will be compensated as follows:

employees in Pay Range 4 and below	\$91.25 per month
employees in Pay Range 5	\$100.12 per month
employees in Pay Range 6 and above	\$108.96 per month
2. The amounts in 1 above shall be proportionately reduced for any employee not in compensable status for the entire month.
3. Where possible, the monthly amounts will be paid by the end of the third full week of each month following the month such monies were earned.
4. The provisions of Recommendation 7, Rest Periods; Recommendation 20, Overtime, Sections 3(c) and 6; and any other reference to rest periods in the Master Memorandum, including the appendices thereto shall not be applicable in any month in which an employee receives compensation in lieu of rest periods.

Employer Required Tests, X-Rays and Medical Examinations

The Employer shall provide without charge to the employee all tests, x-rays and medical examinations required by the Employer. These tests, x-rays and examinations shall be scheduled on an employee's regular scheduled work day where possible and where not possible, such time will be considered hours worked.

All information pertaining to the above, including test results, shall be treated in a confidential manner and disseminated in accordance with established regulations.

Behavior Anticipation and Patient Control

Upon request by the Union, a joint labor-management committee shall be established in Corrections, Military and Veterans' Affairs, Labor and Industry and individual program offices, i.e. ODP OMHSAS, OCYF within DHS to meet and discuss concerning the training needs for employees who deal directly with inmates/patients/residents in inmate/patient/resident behavior anticipation and patient control. Such discussions will specifically include issues relating to training

requirements, the types of training and techniques utilized to train staff, the frequency of training to be provided, and the compensation for any Human Services Supervisory unit employees who are directed to conduct the training. The Union will provide a proposed agenda to the designated Employer representative at least two (2) weeks in advance of the scheduled meeting date.

Employees who deal directly with patients/residents/clients who are known to act out shall be so advised by the Employer, where the Employer determines that such knowledge is necessary for the employee's safety.

Prevention and Treatment of Communicable Diseases

Within 48 hours, the Employer shall notify employees of institutions about patients/residents/inmates with whom they might have contact who have been diagnosed as having or who may reasonably be suspected of having a communicable disease or illness. Reasonable and appropriate preventive measures and treatment techniques shall be implemented. For the purpose of this Recommendation the Union agrees that the current Pennsylvania Department of Health Regulations, Annex A, Title 28, HEALTH AND SAFETY, CHAPTER 27, COMMUNICABLE AND NON-COMMUNICABLE DISEASES, shall apply for the purpose of identifying such diseases. The requirements of this paragraph, as they relate to patients/residents/inmates carrying the human immunodeficiency virus (HIV), will be implemented in accordance with the provisions of Act 1990-148.

Pursuant to existing Commonwealth policy, employees who provide direct patient care will be considered to be "individual health care providers" for purposes of implementing the provisions of Act 1990-148 and M.D. 505.26, AIDS and HIV Infection in the Workplace.

Hepatitis B vaccinations will be made available to employees whose work responsibilities place them at a potentially high risk of acquiring Hepatitis B. Identification of "potentially high risk" employees will be made in accordance with the guidelines from the Centers for Disease Control. Other employees may individually request the vaccine, in which case the respective facility Infection Control Coordinator will review the request and, within ten (10) working days of the request, notify the employee whether the vaccine will be provided. The criteria used for review by the Coordinator will be whether the specific job duties of the involved employee have placed them at a potentially high risk of acquiring Hepatitis B. The Coordinator's decision may be grieved but will not be overturned unless found to have been arbitrary or capricious.

Grievances arising under this section may be submitted directly to the Joint Area Committee of the grievance procedure.

Issues related to the prevention and treatment of communicable diseases are appropriate subjects for the agency-level health and safety committees established pursuant to Recommendation 40, Section 2.

Transportation

The Employer agrees within 30 days of the effective date of this Memorandum to meet and discuss with the Union concerning the development or review of existing policies covering the transportation of residents/clients/patients. The purpose of this meeting is to provide the Union an opportunity to give input into the development of the policy. If a dispute arises during the course of these discussions which impacts on the health and safety of employees, then those issues may be submitted by the Union for review to a committee comprised of Council 13, the Agency and Office of Administration.

If concurrence of the policy has not occurred at the committee level, then the Union may invoke the grievance procedure once the policy is implemented.

The parties recognize that some employees may be assigned duties that will require possession of a Commercial Driver's License (CDL). The Employer will provide training, if necessary, to assist employees to obtain CDL when possession of such license is required to allow the employee to carry out their assigned duties.

Career Development - Joint Committee

A labor/management committee shall be established at the agency level to meet and discuss concerning career ladders for employees in the Human Services Supervisory Unit.

The purpose of this committee is to provide the Union an opportunity to give input into the development of policies dealing with career ladders. Due consideration shall be given to all meaningful suggestions made by the Union.

Overtime - Human Services

Section 1. Voluntary Overtime

The Employer will attempt to equalize overtime during each one-half calendar year between or among the employees within the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work among those employees who have stated a willingness to work overtime. For an employee to be considered for voluntary overtime, the employee must submit a written statement of willingness to work such overtime prior to the beginning of the equalization period. An employee who does not submit such statement shall be considered equalized for the period regardless of voluntary overtime opportunities offered or worked. An employee who withdraws the written statement of willingness to work overtime after the beginning of the six-month equalization period shall be considered equalized at the end of the equalization period. An employee who enters an equalization unit after the beginning of the equalization period shall notify the Employer, in writing, of willingness or unwillingness to work voluntary overtime. Should the employee indicate that the

employee is willing to work voluntary overtime, the employee shall be credited for equalization purposes, with an amount of overtime equal to the maximum amount of worked and credited overtime held by an employee in the same classification in the equalization unit on the date of notification. Should an employee indicate an unwillingness to work voluntary overtime or fail to notify the Employer of a choice in writing, the employee shall be considered equalized during the period in question.

An employee declining overtime shall be credited with the overtime worked by the employee accepting the overtime for equalization purposes. Employees may be passed over in order to comply with the equalization requirements. For the purposes of voluntary overtime equalization, an employee who is not available for an overtime opportunity shall be credited with the amount of overtime worked during the period of non-availability. Employees shall be considered unavailable if they are on an unpaid or paid leave status (not including holidays) or if they are not able to be reached by telephone. Employees who are not available because they are working for the Employer during the period in which the overtime opportunity occurs shall not be credited with the overtime worked during that period.

Employees who work a voluntary overtime assignment will not be mandated to work overtime for a period of 48 hours except in the case of an emergency. For the purpose of this section, the 48-hour period shall commence at the end of the voluntary overtime assignment.

Volunteers shall not impose conditions on their voluntary assignment. Employees working overtime shall be assigned where the Employer determines the overtime need exists.

Lists showing accumulations of voluntary overtime within each equalization unit during the preceding six-month period shall be posted every six months. Such lists shall include only those employees who have stated in writing their willingness to work voluntary overtime. Employees who rescind their statement of willingness to work voluntary overtime during the equalization period shall be considered equalized for the equalization period. Employees on voluntary equalization lists who refuse offers of voluntary overtime assignments on five consecutive occasions during the equalization period shall be removed from voluntary overtime status and shall be considered equalized for that period.

Lists showing accumulations of overtime within each equalization unit shall be posted at a central location within each building at each institution on a monthly basis. It is understood these lists are for informational purposes only and shall not be the basis for filing a grievance concerning overtime equalization. The local institution human resource officer and/or designee shall meet with the local Union officer and designee on a regular basis to review these lists in an attempt to ensure opportunities for overtime are being equalized. The frequency of the meetings shall be determined in local level labor management discussions.

At those facilities where disputes arise regarding whether employees have been contacted for appropriate overtime opportunities, the human resource officer and/or designee shall meet with the local Union officer and designee to attempt to agree on a method or methods of verifying that employees are contacted for appropriate overtime opportunities.

Section 2. Mandatory Overtime

In the event there is an insufficient number of volunteers, the Employer shall have the right to assign overtime work on a non-volunteer basis within classification only. Such mandatory overtime shall be assigned in the following manner:

a. The Employer shall maintain a list, in classification seniority order, of all employees (including those who have expressed a willingness to accept overtime assignments) in the same job classification within each equalization unit. Mandatory overtime shall be assigned to the least senior employee on said list who has not had a mandatory overtime assignment. Once an employee has been assigned overtime on a mandatory basis, such employee shall not be assigned mandatory overtime until all employees above that employee on the list have either been excused by the Employer or have been assigned mandatory overtime regardless of the number of hours worked or the length of time between mandatory overtime assignments. Such mandatory lists shall be posted for employee information at an appropriate location within the equalization unit.

b. Once each employee whose name appears on the list provided for in a above has been assigned mandatory overtime, the process shall repeat itself.

c. There shall be no requirement to equalize overtime which is assigned on a mandatory basis. Mandatory overtime assignments shall not be included in the hours which the Employer is required to equalize in accordance with the provisions of Section 1 above.

d. In the event an employee cannot be reached to be informed of the mandatory overtime assignment, the Employer has the right to assign such mandatory overtime to the next employee on the list. However, when the next mandatory overtime assignment occurs, the Employer shall assign such mandatory overtime to the employee(s) previously passed over.

e. In the event a mandatory assignment is made and the employee who has been mandated to work requests to be excused, the Employer will make a determination whether the request is approved or disapproved. If the excuse is accepted, the Employer will mandate the next employee on the list. However, when the next mandatory assignment occurs, the Employer shall assign the employee previously excused.

f. In the event a mandatory overtime assignment occurs within 48 hours of the time during which the next employee on the mandatory list has worked voluntary overtime, such employee will be excused from the assignment and the next employee on the list who has not worked voluntary overtime within the last 48 hours will be assigned. When the next mandatory assignment occurs, the Employer shall assign the employee previously excused unless the employee has again worked voluntary overtime during the preceding 48 hours.

g. Employees working overtime will be assigned where the Employer determines the overtime need exists.

h. Employees entering established equalization units shall be placed on the mandatory overtime list provided for in Section 2.a. in classification seniority order. Such employees will be credited with a number of mandatory overtime assignments equal to the lowest number credited to any employee in the mandatory overtime equalization unit.

Section 3. Equalization Unit Understandings

a. Equalization units may be changed 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 an understanding 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.

b. Written local understandings concerning equalization units presently in existence shall continue subject to the expiration provisions in each local understanding. All such equalization units and revisions thereto require the approval of the appropriate local Unions and District Council, Superintendents or designee and DHS Labor Relations Section.

Section 4. Equalization Units

If an understanding is not reached on an equalization unit the following equalization unit(s) shall apply:

a. All employees in the same classification who report to or are supervised by the same first-level of management, or designee, by shift and by organizational area. Organizational areas will be designated at the sole discretion of Management and shall be identified at the beginning of the equalization period.

b. For those overtime assignments which require even minimal training periods, overtime will be equalized only among those employees in the classification who are capable of performing the assignment without training.

c. Overtime involved in specialized functions will be limited to the employee(s) assigned to that particular function.

Section 5. Nothing in this Memorandum shall require the Employer to accept as a volunteer or to assign mandatory overtime to an employee where the employee would be entitled to double time for such overtime work.

Section 6. The requirements of Sections 1, 2 and 4 above shall be superseded by any procedure mutually agreed upon in writing by the Employer and the Union at an agency, institutional or local agency level. Such local resolutions must be approved by the Local Union, the appropriate District Council, superintendent or designee and DHS Labor Relations Section.

Section 7. For purposes of Sections 1 through 6 above, seniority shall be classification seniority.

Section 8. Sections 1 through 7 above supersede Recommendation 20, Section 5 of the Master Memorandum.

APPENDIX H

TECHNICAL SERVICES SUPERVISORY UNIT

Travel Expenses

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

The travel headquarters for Field Construction Inspector Supervisors assigned to construction project sites will not be changed during the life of the current Memorandum of Understanding.

The Commonwealth will continue to pay mileage at the appropriate rate for necessary travel between construction project sites.

Employees who are required by the Employer to travel 15 miles or more from their work site and whose work assignment requires that they remain away from said office work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50, including sales tax.

Department of Transportation and General Services employees who are required to travel 15 miles or more to field work sites shall be granted lunch expenses not to exceed \$3.50 including sales tax; provided, however, that the field work site must be 15 miles from the employee's home. Department of Transportation employees who are eligible as set forth above, but are then required to return to headquarters over the lunch period, will remain eligible for the reimbursement.

Department of Environmental Protection and Department of Conservation and Natural Resources employees who are required to travel 15 miles or more to construction work sites shall be granted lunch expenses not to exceed \$3.50, including sales tax; provided, however, that the construction work site must be 15 miles from the employee's home. Department of Environmental Protection and Conservation and Natural Resources employees who are eligible as set forth above, but are then required to return to headquarters over the lunch period, will remain eligible for the reimbursement.

These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

Travel Time

Employees who are required to travel between 25 and 49 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one-half hour of travel time in each direction.

Employees who are required to travel between 50 and 99 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one hour travel time in each direction.

Employees who are required to travel more than 100 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted an additional one hour's travel time in each direction, for each additional 50 miles traveled or part thereof.

Distances for Department of Transportation employees shall be calculated from the initial point of departure (home or headquarters) to destination point (field work site).

Hours of work for employees, if required by the Employer to travel to and from the work site by transportation provided by the Employer, shall commence at the time of embarkation and shall cease at the time of debarkation.

When a Field Construction Inspector Supervisor in the Department of General Services decides to move outside the district, travel time and mileage will not apply until the employee reaches the Geographical Border of the assigned county or the district the employee is assigned.

When an employee in the Department of Transportation moves outside the district, travel time will not apply until the employee reaches the geographical border of the district the employee is assigned.

Posting of Permanent Survey Crew Make-Up

In the Department of Transportation, listings showing employees who comprise a Permanent Survey Crew shall be posted at convenient work locations. Reassignments will not be made for an arbitrary or capricious reason. The Union shall designate a person to whom a copy of such listings shall be provided by the Employer.

Updated listings shall be posted and a copy given to the Union at periodic intervals.

The parties agree that the make-up of permanent crews will be posted at appropriate locations two weeks prior to the effective date for such crews to begin functioning as a unit unless

management is prevented from adhering to this time requirement because of an emergency situation. It is understood that the President of the local involved shall be given a copy of this posting.

Availability of Meal and Sanitary Facilities

In the event the Employer provides transportation to the work site, it will, where feasible, make provisions for transportation to meal and sanitary facilities.

Work Assignment

Field Construction Inspector Supervisors employed in the Department of General Services may be assigned outside the district to which they are assigned when the bordering counties are connected or when the assignment is no more than 60 miles from the border into the neighboring district. However, these assignments will not be made for arbitrary or capricious reasons and employees will not be assigned to a district where a furlough is in effect.

Construction Inspector Supervisors shall not be required to verify any work that they have not personally inspected.

Seasonal Reassignments

Section 1. Seniority application or any other arrangement relative to seasonal reassignments shall meet and discuss at the local district office. If no resolution can be reached, Section 2, below, will become effective.

Section 2. Seasonal Reassignments to Winter Assignments

When seasonal reassignments are made by the Department of Transportation affecting construction and materials personnel in the Technical Services Supervisory Unit and involving a move of such personnel from construction work to other types of work within the District, the less senior employees based on job classification seniority shall be the first to be reassigned; provided, however, that the employees retained on construction have the skill and ability to perform satisfactorily the construction work remaining to be done. At the time such seasonal reassignments are made the senior employees then affected, if qualified, shall be granted preferences from among the assignments then available. This provision shall not be construed to provide bumping rights for any employee. At each job site, permanent employees will not be reassigned before temporary, part-time employees and interns.

During the month of October a labor-management committee meeting will be held at the district level for the purpose of apprising the Union of the projected job situation as it appears at that time.

Section 3. Seasonal Reassignments from Winter Assignments

The following steps will be used for determining the procedure for reassigning construction and materials personnel in the Technical Services Supervisory Unit in the Department of Transportation from their winter assignments.

- a. A meeting will be held in each Engineering District between appropriate local management officials and local Union officials.
- b. The purpose of the meeting is to agree to a procedure at the local level concerning the reassignment of employees from their individual winter assignments to the jobs such persons shall perform during the next construction period.
- c. The first such meeting at the local level shall be held within 40 calendar days from September 30.
- d. Agreement between the parties at the local level concerning the reassignment shall be realized within 40 calendar days from date of first meeting.
- e. In the event agreement cannot be reached at the local level mentioned in d. above, the matter shall be referred to Central Headquarters.
- f. Upon such referral, meetings shall take place between the parties, by representatives chosen by each party, and an attempt shall be made to resolve the matter within 30 days from the date of referral to Central Headquarters.
- g. In the event the matter is not resolved by representatives of Central Headquarters and representatives of the Union in the specified period, the matter shall be referred to the Office of Administration, Bureau of Labor Relations.
- h. If the matter is not resolved using steps a. through g., outlined above, the procedure for reassigning construction and materials personnel from their winter reassignments will be the method used by the Technical Services Supervisory Unit.

Expense Accounts

Expense vouchers that are submitted at the appropriate time and are properly completed and signed shall be paid within six weeks.

Expense accounts that are not received on the designated due date will be processed prior to the succeeding due date. This will apply to vouchers that are submitted within 15 days after the designated due date.

Delays occasioned by situations beyond the jurisdictional control of the Governor or lack of funds shall not be the subject of any grievance.

Temporary Reassignments between Seniority Units

Should the Department of Transportation be required to temporarily assign ten or more employees in a job classification to a new seniority unit to aid in the recovery effort caused by a natural disaster such assignments shall be made in the following manner:

1. Seniority application or any other arrangement relative to temporary assignments between seniority units may be negotiated at the local level. If no resolution is negotiated Section 2, below, will become effective.
2. The Employer will seek volunteers from among the employees in the classification in the District. Volunteers will be chosen beginning with the employee with the highest amount of Master Memorandum seniority who has the requisite skill and ability to perform the required work, subject to management's responsibility to maintain efficient operations. If sufficient volunteers cannot be obtained the Employer will assign employees in the inverse order of Master Memorandum seniority whose residence is in the county which is the shortest geographical distance to the temporary work assignment.

Safety Committee

Upon request, a statewide safety committee, consisting of two supervisory unit employees from each Engineering District, shall meet with representatives of the Department of Transportation to discuss safety procedures, policies, and problem areas. An agenda will be submitted in advance to appropriate Department management officials.

The result of safety committee meetings will be implemented as soon as possible, subject to budgetary limitations.

Training

The Commonwealth shall present training programs and review and upgrade programs where feasible with the goal of training interested employees.

Where there is a need to restrict the number of employees for training, interested employees shall be selected on a Master Memorandum seniority basis, subject to management's responsibility to maintain efficient operations and/or meet mandated certification requirements.

Notification of Vacancies

The Department of Transportation will notify Technical Services Local Union Presidents of all vacancies within the Technical Services supervisory unit which are posted in accordance with Recommendation 29, Section 4 of the Master Memorandum. Notice of these vacancies will also be sent to appropriate Department of Transportation field locations. The Technical Services Local

Union Presidents shall be provided with the names of employees who have been awarded promotions within five working days of the filling of the vacancies.

Transportation Ice Water

The Employer agrees to reimburse each Survey Technician Supervisor in the Department of Transportation up to a maximum of \$1.75 per day during the period from May 1 through October 31 for expenses incurred in providing ice for cooling and drinking water which they are required to provide to their crew members.

On or about November 1 each year, each Survey Technician Supervisor will submit a claim for this reimbursement. Reimbursement will be made as soon as practicable thereafter.

APPENDIX I

INSPECTION, INVESTIGATION AND SAFETY SUPERVISORY UNIT

Preparation of Reports

Employees who are required to make out reports relating to their jobs shall prepare such reports on the Employer's time. The parties, recognizing that in many instances the employees required to make out such reports schedule their own hours, agree that it is not the intent of this paragraph to provide for the extension of the work week which is authorized by the Employer and thereby increase the Employer's overtime liability.

It is the intent of the parties to structure labor-management committee meetings for the purpose of reviewing and/or eliminating required paper work.

Such meetings will be held at least two times a year at the agency level. It is understood by the parties hereto that the final decision for the reduction and/or elimination of required paper work shall be made by the Employer.

Additionally, the parties agree that the Union will provide the Employer with an agenda which shall list the specific proposals to be made for the reduction and/or elimination of required paper work. If such agenda is not provided, the scheduled meeting shall not be held.

Credit Cards

The Employer, at its sole discretion, shall either make credit cards available to those employees who have a valid operational need for such credit cards or shall arrange for employees to bill necessary work-related telephone calls to their office telephone number.

Where the Employer can demonstrate that either credit cards or third party billing privileges have been abused, they shall be immediately withdrawn.

Meal Expenses

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site 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. However, they are not flat allowances and only amounts actually expended may be claimed.

Statewide Labor-Management Committee Meeting

The parties agree that statewide labor-management committee meetings will be held when there is a problem or situation which impacts on more than one agency which comprises this bargaining unit. These meetings will be held quarterly.

The committee will function on an ad hoc basis with each party selecting their representatives but the total number representing each party shall not exceed 15.

Either side may request such a meeting by submitting an agenda to the Director of Labor Relations of the Office of Administration.

Requests must be made two weeks in advance.

The time and place of the meeting will be determined by discussions between the Union and the management.

The meeting will be chaired on a rotating basis by the designee of the Director of Labor Relations and the representative of the Union.

Labor/Management Committees at the agency or local level shall meet at the request of either party at mutually convenient times. The party requesting the meeting shall provide a tentative agenda for discussions. The Employer will provide a timely response to the Union with regard to the issues discussed during the meeting. After consideration of the Union's recommendations, the Employer will implement whatever actions it deems appropriate, if any.

Personal Property Damage

In the event an employee who is involved in an undercover assignment or an investigation assignment in the field damages or destroys items of clothing or personal property which are worn by the employee and which are necessary for the performance of such employee's work, the Employer at its discretion shall reimburse the employee for either the value of, or cost of repair of, such clothing or personal property. 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 due to the employee's own negligence.

Office Expense

Employees in the following classifications in the Department of Environmental Protection whose office location is not owned or leased by the Commonwealth shall be paid \$55.00 per month which will compensate the employees for the cost of providing such office space telephone service:

71581 Surface Mine Conservation Inspector Supervisor
71811 Oil and Gas Inspector Supervisor

Office Equipment

Where the Employer requires the use of specific office equipment for the conduct of his assigned job duties the Employer shall provide such office equipment.

Heart and Lung Act

Parole agents may receive benefits as provided by the "Heart and Lung Act" (Act 193 of 1935 P.L. 477).

Expense Accounts

Expense vouchers that are submitted at the appropriate time and are properly completed and signed shall be paid within six weeks. Delays occasioned by situations beyond the jurisdictional control of the Governor or lack of funds shall not be the subject of any grievance.

Use of Commonwealth Vehicles

The parties hereto agree that an employee may use a Commonwealth vehicle for legitimate reasons after normal working hours. For purposes of this Agreement, "legitimate reasons" shall not include, among other reasons, the use of this aforesaid vehicle for entertainment or recreational reasons. To be eligible to use a Commonwealth vehicle after normal working hours, the employee must be required by the Employer to remain away from home after such work hours.

Employees who have Commonwealth vehicles permanently assigned to them or who utilize Commonwealth vehicles on a day-to-day basis shall, if prior approval is secured, be permitted to drive these vehicles home at the end of their work day when, in the opinion of the Employer, such practice will result in the more efficient and economical use of both the employee's time and the vehicle so utilized.

Job Assignments

The Employer shall give consideration to territory assignments on the basis of seniority where such assignments do not adversely impact on the Employer's right to maintain efficient

operations. The Employer further agrees to Meet and Discuss upon request of the Union on the impact of territorial redistribution or adjustments prior to implementation.

Uniform Allowance

a. Employees in the following classification will receive an annual uniform allowance of \$100.00.

- 74250 Airport Fireman Supervisor
- 70753 Motor Carrier Enforcement Supervisor
- G5420 Public Utility Enforcement Officer Supervisor

b. The allowance provided for in a. above will be payable no later than September 30 of each fiscal year unless an employee has been in active pay status for an aggregate of less than 200 working days during the preceding fiscal year, in which case the allowance will be prorated. For the purpose of this section, active pay status shall be defined as the items listed in Section 2 of Recommendation 20.

c. Dog Law Enforcement Supervisors (74521) will receive the uniform allowance under the side letter between the parties dated July 1, 1994 with the exception that the allowance will be paid on a fiscal year basis instead of a calendar year basis.

d. The parties agree to meet and discuss regarding the application of the allowance provided for in a. above to Revenue Enforcement Supervisors if the Employer substantially alters the current rules regarding the wearing of the uniforms.

Video-Display Terminals

Upon request of the Union, health and safety issues concerning the operation of current VDT furniture/equipment will be addressed through the local meet and discuss process.

The Employer will give preference to ergonomics when economically practical in purchasing future and/or updating current VDT furniture/equipment. Before any VDT furniture/equipment is purchased, the Local Union will be notified. Upon request, the Employer agrees to meet and discuss with the Union at the local level to review and assess VDT/furniture purchasing issues. Any purchasing decisions will be made by the Employer in accordance with Recommendation 2, Sections 1 and 2.

Issues appropriate for such meet and discuss sessions can include the following:

Alternate work for pregnant employees; adjustable chairs; adjustable work tables; detachable keyboards; angle adjustable monitors; adjustable copy holders; glare screens; wrist and foot rests; lighting; reducing printer noise.

Hazardous Duty Pay

Deep Mine Inspector Supervisors who are required to enter a mine for the purposes of rescue and recovery operations under emergency conditions as defined by the Department of Environmental Protection will be entitled to receive an additional \$5.00 per hour pay for all such time spent underground.

Department of Labor and Industry

Safety Inspector Supervisors in the Department of Labor and Industry will receive a monthly stipend of \$50.00.

APPENDIX J

LAW ENFORCEMENT (FISH AND BOAT LAWS) SUPERVISORY UNIT

Applicability of the Master Memorandum

The provisions of the Master Memorandum between Council 13 of the American Federation of State, County and Municipal Employees and the Commonwealth of Pennsylvania shall be applicable to employees in this Unit except as modified hereafter.

The following Recommendations of the Master Memorandum shall not be applicable to employees in this unit: Hours of Work; Rest Periods; Meal Periods; Eating and Sanitary Facilities; Holidays - Sections 2, 3, 4, 7, 8, and 11; Personal Leave - Section 5; Vacations - Section 3; Overtime; Shift Differential; Call Time; Discharge, Demotion, Suspension and Discipline - Section 5; Seniority - Sections 4, 5, 11 and 13; and Miscellaneous Provisions - Section 9.

Vacations

Annual leave shall be scheduled and granted for periods of time requested by an employee subject to management's responsibility to maintain efficient operations. An employee who schedules a vacation which begins on a Monday and ends on a Friday shall be scheduled off the Saturday and Sunday immediately preceding and immediately following the scheduled vacation unless that Saturday is the opening or closing spring trout season.

Compensatory days may be taken at any time including immediately prior to or following annual leave, subject to the requirements of the Employer to maintain efficient operations.

Discharge, Demotion, Suspension & Discipline/Probationary Periods

The provisions of Section 1 of the Discharge, Demotion, Suspension and Discipline

Recommendation shall not apply during the initial 365 days of probationary employment. The probationary period can be extended by written agreement between the Employer and appropriate local or district council of the Union for an additional period, during which time Section I shall not apply. Periods of leave without pay shall not count toward the initial 365 days or any extension period.

Leave Time

Annual leave, personal leave and earned compensatory time should be requested (using Form STD-330) and approved by the employee's supervisor at least five days prior to taking leave time. When advance notification is impossible or not feasible, employees may request verbal authorization from the supervisor followed by submittal of a Form STD-330. Employees requiring sick leave must immediately notify the supervisor's office.

Vacancies

Employees will be given an opportunity to inform the Fish & Boat Commission of their desire to be transferred into a vacancy in one of the following manners:

- a. When a vacancy occurs, the Commission will notify all of its employees at least 15 days prior to the filling of such vacancy unless an emergency requires a lesser period of time. This procedure will also be used for any vacancy resulting from the transfer of an employee into the initial vacancy. Such notification will not be necessary for any subsequent vacancies which may result after the transfer of an employee into the initial vacancy and the vacancy created by the employee filling the initial vacancy.
- b. The Commission may develop a system which will enable employees to indicate their preference for reassignment. When a vacancy occurs, the Commission will review their files to determine whether or not any employees have indicated a desire to be reassigned into a vacant division or region. This method shall be used for the initial vacancy and any vacancy resulting from the transfer of any employee into the initial vacancy. The Employer will not be required to review its files for any subsequent vacancy which may result after the transfer of an employee into the initial vacancy and the vacancy created by the employee filling the initial vacancy.

Hours of Work and Overtime

Hours of work and overtime for employees of this Unit shall be in accordance with the understandings set forth in the parties' October 7, 1991 side letter.

Transfers

Section 1. An employee shall not be transferred for reasons which are punitive, disciplinary, or arbitrary and capricious. In no event shall an employee's reassignment be due to the valid enforcement of the Fish and Boat Laws. Any dispute regarding the propriety of transfers under this

Section shall be processed through either the grievance procedure outlined in the Master Memorandum or the Board of Review procedure which follows:

An employee who elects to dispute the propriety of a transfer through a Board of Review shall so notify the Executive Director of the Fish and Boat Commission within 10 working days of being notified of transfer. Upon such notification to the Executive Director, a Board of Review comprised of three members - the Executive Director or designee, a Division Chief from central office headquarters, and a member of the employee's choosing who is employed by the Commission - shall be established which shall meet within 10 working days. The grievant and a representative of the employee's choosing shall present evidence and/or testimony to the Board which shall issue its decision within 10 working days. The Board's decision shall be advisory only and need not be unanimous.

Section 2. An employee to be transferred under the provisions of Section 1 above shall receive notice 30 calendar days prior to the effective date of such transfer. Upon transfer, employees may be granted up to sixty (60) days in travel status at their new location, to be taken in the initial ninety (90) consecutive calendar day period following their transfer, to provide adequate time for locating new living quarters and to move to the new location. Only that portion of the travel status allowance actually required shall be granted. No reimbursement will be made for local mileage. Employees returning to their pre-transfer headquarters or residence on days off or holidays will not be given subsistence or lodging for the day(s) off or holiday period.

Employees shall be entitled to expenses as provided in Sections 9 and 11 of the Commonwealth's Travel Expense Regulations, Management Directive 230.10. Only that portion of the allowance actually required will be granted. An employee shall not be entitled to receive concurrently subsistence under this Section and to receive a subsistence allowance as provided in the Travel and Subsistence Section of this Appendix.

Outside Employment

Employees shall be permitted to engage in outside employment on days off and leave days provided:

- a. prior authorization is obtained;
- b. the scope of employment does not demean the image of the Pennsylvania Fish and Boat Commission;
- c. there is no conflict with the employee's duties;
- d. the total amount of employment does not interfere with the employee's ability to perform his duties properly;
- e. the employment is of a nature which is non-recurring.

The application of the above criteria to a particular situation will be determined solely by the Fish and Boat Commission and will not be subject to the grievance and arbitration procedure. However, an employee, whose request to engage in outside employment is initially denied, may appeal that decision, in person, to the Executive Director or his designee, whose decision shall be final, binding and determinative of the issue.

An employee who submits a request for authorization to engage in outside employment shall receive a response to that request within three weeks of its submission which approves it or disapproves it for reasons stated.

Travel and Subsistence

Section 1. An employee who is assigned to duty outside of the employee's division or region which requires the individual to be on overnight travel status for two consecutive nights shall receive, upon reasonable request, an advance of \$24.00 for each day of such assignment, which shall be exclusive of the hotel order.

Section 2. Employees shall receive \$70.00 per month subsistence allowance in lieu of reimbursement on a daily basis for lunch expenses and subsistence expenses including meals now provided by Paragraph 11 of the Commonwealth's Travel Regulations, Management Directive 230.10 while the employee is working in his Fish and Boat Commission region. In addition, an employee assigned to duties outside his region for a period of not less than 12 consecutive work hours is entitled to subsistence expenses in an amount actually expended, not to exceed \$8.00.

Alternative Unit

If, at any time, members of this Unit are removed from coverage under this Act 195 Unit and are placed under coverage of an Act 111 Unit by action of the Pennsylvania Labor Relations Board, the Commonwealth and AFSCME agree to continue the provisions of this Unit Appendix and the applicable Commonwealth/AFSCME Master Memorandum until such time as Act 111 bargaining can occur which would address the inclusion of these employees in such a Unit.

APPENDIX K

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION SUPERVISORY UNITS

The term "Employer" refers solely to the Pennsylvania State System of Higher Education (PASSHE) for employees in this unit. The provisions of this Appendix shall apply to all employees of the Pennsylvania 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 Pennsylvania 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 15 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 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 Pennsylvania State System of Higher Education, the following days shall be recognized as holidays:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

In recognition of the change of Martin Luther King Jr.'s Birthday from a minor to a major holiday, managers will be as flexible as possible in allowing employees appropriate use of accrued paid leave during periods when the University/School is not at full operation, including but not limited to the December holiday season.

The remaining four 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 Pennsylvania 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 PASSHE 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 Pennsylvania 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 Pennsylvania State System of Higher Education, becomes permanently disabled or dies.
5. The tuition waiver shall continue to the limits stated in 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 Pennsylvania 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~~ PASSHE 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 14 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 Pennsylvania 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, 2005 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 PASSHE 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 Employe 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 PASSHE 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 PASSHE 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 Employe 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 (PASSHE), with the names and work locations of grievance representatives within ten (10) working days of their selection and shall notify the PASSHE 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 PASSHE'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 PASSHE 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 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 34.
 - c. To determine whether there has been a violation of the seniority provisions set forth in Section 7, 9 and 12 of Recommendation 29.
 - d. To determine whether there has been a violation of Health and Safety Recommendation 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 PASSHE 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 Pennsylvania 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.

APPENDIX L

AUDITOR GENERAL SUPERVISORY UNITS

**Clerical Services
Fiscal Auditing
Inspection and Investigation**

The term "Department" refers solely to the Department of Auditor General for employees in these certified units. Service in the Department of the Auditor General will not constitute service under other Employers under this Agreement except for purposes of determining the rate of earning annual leave entitlement.

The following Recommendations of the 2011-2015 Master Memorandum shall not apply to the supervisory units of the Department of the Auditor General:

- A. Recommendation 6, Hours of Work, Section 5, paragraph 1, Section 6 and Section 8.
- B. Recommendation 19, Salaries and Wages, Section 7 and that portion of Section 15 pertaining to direct deposit of travel expense reimbursements.
- C. Recommendation 27, Classification, Section 3
- D. Recommendation 28, Discharge, Demotion, Suspension, and Discipline, Sections 8 and 9.
- E. Recommendation 29, Seniority, Sections 6 and 7.
- F. Recommendation 38, Grievance and Arbitration/Accelerated Grievance Procedure.
- G. Recommendation 39, Arbitration.
- H. Recommendation 44, Preservation of Supervisory Unit Work.

I. Recommendation 45, Leave Donation Program.

The parties also agree to the following recommendations applicable to the Department's supervisory units which shall supercede any language on the same subject in the Master Memorandum provisions.

Notification of Vacancies

The Department agrees to notify the field personnel of all vacancies which the Department is obligated to post pursuant to existing labor agreements as follows:

Notification of an existing vacancy in a region for which a member of the supervisory unit is eligible will be electronically mailed to the employee and posted at all Department facilities. A copy will also be electronically mailed to a person designated by the Union in the affected region. Copy of such notice will be sent to the president of the Union Local which represents employees covered by this Appendix. The president's copy shall include a list of employees to whom the notice was sent. The Department will affix an identification number to all vacancy postings.

Employees applying for the posted vacancy shall be notified in writing when such vacancy has been filled. Positions not filled within sixty (60) days will be reposted or withdrawn, unless extenuating circumstances warrant otherwise.

Expense Reimbursement Checks

The parties agree to maintain the current procedure for issuing expense reimbursement checks.

Meal Expenses

Employees who are required by the Department to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50, including sales tax. This allowance for subsistence requires no receipts or other accounting. However, it is not a flat allowance and only amounts actually expended may be claimed.

Seniority

Seniority units within the supervisory units in the Department are determined as follows:

1. Clerical Services Unit - The seniority unit will be by classification in the established departmental installation where the employee is employed.
2. Inspection and Investigation Unit - The seniority unit will be by classification, by bureau,

and restricted to the region wherein the employee resides.

3. Fiscal Auditing Unit.

a. Auditor Series. The seniority unit for those bureaus having a full staff permanently in Harrisburg will be by classification, by bureau, in the established departmental installation at Harrisburg. The seniority unit for all others will be by classification, by bureau in the region wherein the employee resides.

b. Corporation Tax Officer Series. The seniority unit will be by classification, by bureau, in the established departmental installation where the employee is employed.

4. The regions referred to in 2. and 3.a. above shall be in accordance with the regional designations established by the Department.

When the Department determines that a furlough is necessary within a seniority unit in the Clerical Services Unit, the employees will be furloughed in the inverse order of Supervisory Unit seniority.

Employees affected by a 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 a furlough, the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided the employee 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 a. above to bump into a lower classification, the employee shall bump laterally or down into any other classification previously held within the supervisory unit but within the same geographical and organizational limitations as the seniority unit, 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 under a. and b. above to bump into a position, the employee shall bump laterally or down into any classification previously held within any supervisory unit included in this Appendix, but within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring using the seniority procedure specified in a. above. If such a bump is still not available, the employee shall bump into any other lower classification of the classification series of the position previously held using the same procedure.

- d. If the affected employee is unable to bump into any position as provided in a., b., and c. above, and the employee formerly occupied a classification within rank and file bargaining units covered by Appendix N of the Master Agreement between the Commonwealth of Pennsylvania, Department of the Auditor General and the American Federation of State, County and Municipal Employees, AFL-CIO, such employee shall then first bump laterally or downward into the classification occupied immediately prior to leaving a bargaining unit, or if such a bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring and provided that the employee has more bargaining unit seniority than the employee with the least amount of seniority in that classification and has the requisite skill and ability, and provided that the employee has not had a break in service as defined in Recommendation 29, Section 2, since leaving the bargaining unit. If a position cannot be obtained in this manner, the same procedure will be repeated for any position previously held within any bargaining unit covered by Appendix N of the Master Agreement or if such a bump is not available then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring.
- e. If the affected employee is unable to bump into any position as provided in a., b., c., and d. above, the employee shall be furloughed.
- f. Where the need for furlough can be reasonably anticipated, the Department will notify the Union one month in advance of any impending furlough.

When the Department determines that a furlough is necessary within a seniority unit in the Inspection and Investigation or Fiscal Auditing Units, 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 the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided that the employee 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 a. above to bump into a lower classification, the employee shall bump laterally or down into any other classification previously held within the supervisory unit but within the same geographical and organizational limitation as the seniority unit, 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 series of the position previously held using the same procedure.

- c. If the affected employee is unable under a. and b. above to bump into a position, the employee shall bump laterally or down into any classification previously held within the supervisory unit in any bureau but within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring using the same 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.
- d. If the affected employee is unable under a., b., and c. above to bump into a position, the employee shall bump laterally or down into any classification previously held within any supervisory unit included in this Appendix, but within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring using the same procedure specified in a. above. If such a bump is still not available, the employee shall bump into any other lower classification of the classification series of the position previously held using the same procedure.
- e. If the affected employee is unable to bump into any position as provided in a., b., c. and d. above, and the employee formerly occupied a classification within rank and file bargaining units covered by Appendix N of the Master Agreement between the Commonwealth of Pennsylvania, Department of the Auditor General and the American Federation of State, County and Municipal Employees, AFL-CIO, such employee shall then first bump laterally or downward into the classification occupied immediately prior to leaving a bargaining unit, or if such a bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring and provided that the employee has more bargaining unit seniority than the employee with the least amount of seniority in that classification and has the requisite skill and ability and provided that the employee has not had a break in service as defined in Recommendation 29, Section 2 since leaving the bargaining unit. If a position cannot be obtained in this manner, the same procedure will be repeated for any position previously held within any bargaining unit covered by Appendix N of the Master Agreement or if such a bump is not available then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring.
- f. If the affected employee is unable to bump into any position as provided in a., b., c., d., and e. above, the employee shall be furloughed.
- g. Where the need for furlough can be reasonably anticipated, the Department will notify the Union one month in advance of any impending furlough.

Hours of Work

The Department may change work schedules for 1) emergency reasons; or 2) to have auditors' work schedules coincide with the auditees' hours of operations. The Department agrees to

meet and discuss with the Union prior to implementing any other work schedule changes or adopting schedules for new programs, as well as over the effects of any unilateral schedule change made pursuant to 1) or 2) above.

Starting Pay Scale

In recognition of the standard pay scale negotiated between the Commonwealth of Pennsylvania and the Union and in consideration of the Department's need to recruit new employees with special qualifications, it is specifically agreed by the Department and Union that the Department shall have the right to hire new employees above the starting level for a specified pay group, based upon that employee's education, experience, and other special qualifications, and as determined by the Department in its sole and absolute discretion.

Subcontracting

The Department will not contract out supervisory unit work unless the employees do not have the skill or equipment to perform such work.

This agreement will not apply to the GAAP Audit, the Single Audit, training, and computer hardware and software maintenance, upgrading, and development.

Also exempt from this provision are those audits where third parties contract for audits or parts of audits where the Department shares audit responsibilities.

Alternate Work Schedules

The Alternate Work Schedule Agreement entered into by representatives of AFSCME, Council 13, Local 972 and the Department of the Auditor General, effective July 1, 1999, is incorporated as a provision of this memorandum for the term of this memorandum.

Alternate Discipline

The Department will institute alternate discipline for time and attendance misconduct.

Letters of degree, consistent with the progressive discipline method, will be issued to employees who do not adhere to the time and attendance policy of the Department.

The letters will have the same effect as either a one, three, or five day suspension, and will be used as evidence of progressive discipline in any internal or external proceeding.

The Department reserves the right, where just cause exists in circumstances of serious leave abuse, to impose a traditional suspension without pay in lieu of letters of degree. The Department and the Union agree to meet and discuss over the implementation of appropriate leave abuse criteria.

Doctor's Certificate

Any time an employee is required to present a Doctor's Certificate for an absence from work due to sickness, such form must be presented immediately upon the employee's return to work after such absences.

Internal Investigation

Where a complaint or a preliminary investigation results in the opening of a formal investigation of the activities of an employee and an interview of that employee by the Office of Special Investigations occurs, that employee will be informed when the investigation is completed. The investigative report produced as a result of the investigation will not be released to the employee; however, the employee will be informed of the report's recommendation, and whether the recommendation will be followed. When an employee is interviewed in the course of a formal investigation, the investigator will disclose the nature of the allegations at the beginning of the interview and inform the employee of the right to union representation if the Department intends to use any of the information obtained to discipline the employee who is being interviewed. Absent compelling circumstances, the Department will inform an employee of an investigation of the activities of the employee within 12 months after the opening of a formal investigation. It is the intent of the Department to conclude formal investigations as timely as practical.

Sick Leave Bank

The policy and procedures of Appendix E (Sick Leave Bank) of the Department of the Auditor General's Policy and Procedure Manual in effect May 1, 1999, shall govern the operation of the Sick Leave Bank for the term of this memorandum, unless the parties mutually agree to modification of that provision.

Health & Safety/Employee Assistance Program Committee

The Department and the Union agree to continue the existence of a committee to study health and safety, as well as employee assistance issues within the Department. The committee will also consider ways to enhance existing, and develop new, emergency first aid services and programs.

Job Opportunities Committee

In response to the employee survey, the Department and the Union agree to establish a committee to study job advancement opportunities within the Department. This will include, but not be limited to, studying issues relative to broader training opportunities for employees to perform various types of auditing work, and meeting to discuss job classification system.

Inclement Weather

The inclement weather policy currently set forth in the Department's Policy and Procedure Manual, effective May 1, 1999, shall remain the same for the term of this memorandum. The Department agrees to meet and discuss prior to making any changes in this policy.

Arbitration

Full arbitration rights shall be extended to employees covered by this Memorandum.

An appeal from Step IV of the grievance procedure in Recommendation 37 may be submitted to arbitration within 15 working days after the response from Step IV is due.

The arbitrator is to be selected by the parties jointly within seven working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators.

The parties shall, within seven days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Department shall strike the first name.

Each case shall be considered on its merits and the Memorandum shall constitute the basis upon which the decision shall be rendered. The decision at Steps I, II, and III 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 be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation. The arbitrator shall be requested to issue the decision within 30 days after the hearing or receipt of the transcript of the hearing.

In the interest of expediting arbitration of disputes involving discharges, the parties agree to utilize alternative approaches and methods, including such procedures as the use of pre-selected arbitration panels, advance scheduling of fixed hearing dates with individual arbitrators and providing for the issuance of decisions within reduced periods of time.

All of the time limits contained in this Section 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 of 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.

Supplemental Activity Requests

Consistent with the Department's Code of Conduct, employees shall not commence any outside employment or activity without first obtaining prior approval from the Department. The Department will provide a response to any supplemental request within fifteen (15) working days, unless extenuating circumstances warrant otherwise. Only supplemental activity requests that are disapproved shall be subject to the grievance procedure.

Union Entrance Interviews

The Department agrees to allow AFSCME Local 972 reasonable time and access to conduct entrance orientation interviews with new employees.

Headquarter Assignments

Upon request by the Union, the Department will meet and discuss over any change in a field auditor's headquarter assignment.

It is understood that execution of this Unit Memorandum constitutes the acceptance by the parties of the 2015-2016 Master Memorandum provisions as modified herein. It is further understood that this Unit Memorandum represents the results of meet and discuss sessions pursuant to Section 704 of the Public Employee Relations Act and represents the full and complete understanding regarding good faith recommendations submitted by the union and accepted by the Department for the term agreed upon in Recommendation 46 of the 2015-2016 Master Memorandum. This Unit Memorandum shall take effect July 1, 2015.

APPENDIX M

OFFICE OF ATTORNEY GENERAL SUPERVISORY UNITS

Clerical, Administrative and Fiscal Professional, Administrative and Fiscal Inspection, Investigation and Safety

The term Employer refers solely to the Office of Attorney General for employees in these units. Service in the Office of Attorney General will not constitute service under any other Employer under this Master Memorandum except for purposes of determining the rate of earning annual leave entitlement. Employees leaving or entering the Office of Attorney General will be permitted to transfer their unused annual leave, personal leave and sick leave, up to the allowable

limits, earned before the transfer occurred, provided the gaining or losing agency allows the transfer of such leaves. Employees entering or leaving the Office of Attorney General from and to agencies which do not permit the transfer of unused annual leave and personal leave will be compensated in a lump sum for such leave prior to entering or leaving the Office. Present practices concerning the transfer of sick leave accumulation in those agencies will continue.

Meal Expenses

Employees who are required by the Employer to travel at least fifteen (15) miles from their office, as measured by the shortest regularly traveled route, and whose work assignment requires that they remain away from said normal work site during their normal lunch period will be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales taxes. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

Notification of Absence

Notification of the immediate supervisor or any other individual designated by the Employer prior to the employee's scheduled starting time will be considered notice in the event of an illness or any other situation which requires the employee's absence from work. If the employee's supervisor is not immediately available, notification of absence may be given to the person answering the telephone or the supervisor's voice mail.

Filling of Vacancies

All vacancies which are to be filled will be posted on the Office of Attorney General Web for a minimum of ten (10) calendar days prior to the filling of such vacancies, unless an emergency requires a lesser period of time.

Promotions and Transfers

The Employer will notify the Local Union President, upon written request, of the name(s) of the person(s) promoted in accordance with the procedures specified in Sections 5 and 6 of Recommendation 29 of the Master Memorandum and the name(s) of the person(s) transferred. Vacancies that occur will be posted in all offices.

Grievances alleging violation of the posting provisions may be submitted to arbitration on the issue that the Employer arbitrarily or capriciously failed to post the vacancy and the actions of the Employer were not merely inadvertent.

Personnel Files

Employees are permitted to review their Official Personnel Folders in the Human Resource Section during normal working hours as described in Recommendation 35, Section 8, of the Master Memorandum under the following conditions:

1. Employees must provide at least one day (24 hours) advanced notice to the Director of Personnel or his designee.

2. Field personnel are permitted to review their Official Personnel Folders when they are in Harrisburg for work-related business and have given the Director of Personnel or his designee the appropriate advanced notice.

The Official Personnel Folder in the Personnel Section will be purged annually and the employee will be notified of the information purged.

Labor-Management Committees

The Union and the Employer agree to hold the following meetings upon the request of the other:

a) Two (2) days per memorandum year to meet and discuss issues affecting employees in the Bureau of Narcotics Investigation;

b) One (1) day per memorandum year to meet and discuss issues affecting employees in all other bureaus and divisions of the Employer;

c) One (1) day per memorandum year to meet with the Attorney General to discuss issues affecting all employees of the Employer.

In the event either party desires to hold any of the above-referenced meetings, that party will provide written notice of its request to schedule the meeting no later than March 1st of the respective memorandum year. The March 1st deadline may be modified in writing by mutual agreement. Notice to the Employer will be sent to the Director of Human Resources. Notice to the Union will be sent to AFSCME Council 13. All requested meetings will be scheduled no later than June 1st of the respective memorandum year, unless otherwise agreed to in writing.

Credit Cards

The Employer, at its sole discretion, will either make credit cards available to those employees in the Inspection, Investigation and Safety Unit who have a valid operational need for such credit cards or arrange for such employees to bill necessary work-related telephone calls to their office telephone number. The Employer agrees to make a credit card available to the Consumer Protection Agent Supervisors.

Where the Employer can demonstrate that either credit cards or third-party billing privileges were abused, they will be immediately withdrawn.

Scheduling of Hours

The provisions of Recommendation 6 of the Master Memorandum, with the exception of Sections 2 and 4, will not be applicable to Special Agents 3 or Narcotics Agents 3 when there is a need to change the hours of work of an employee. This need will include, but is not limited to, surveillance, court-approved electronic interceptions, consensual electronic interceptions, arrests and raids. This need will also include the conducting of interviews and the development and maintenance of informants based upon legitimate operational needs. It is understood that changes in the hours of work will not be made for arbitrary or capricious reasons.

The Special Agents 3 and Narcotics Agents 3 whose hours of work have been changed pursuant to the above will work any ten (10) days out of fourteen (14) days. Unless otherwise agreed to by the Employer and employee, employees' days off will be consecutive with a minimum of two (2) days scheduled at one time, and employees will not be scheduled to work more than ten (10) consecutive days without intervening days off being scheduled. In addition, the starting of a shift may vary from day to day. If agreed to between the Employer and an employee, the employee may work a split shift; otherwise, employees will not be required to work a split shift.

Except during emergency situations, Narcotics Agents 3, Special Agents 3, Consumer Protection Agent Supervisors, Special Investigators 3 and Civil Investigators 3 will not be required to work on Saturday and/or Sunday solely for the purpose of routine phone coverage, unless otherwise agreed to by the Employer and employee.

The provisions of Recommendation 6 of the Master Memorandum, with the exception of Sections 2 and 4, will not be applicable to Civil Investigators 3, Consumer Protection Agent Supervisors and Special Investigators 3 when there is a need to change the hours of work of an employee. It is understood that changes in the hours of work will not be made for arbitrary or capricious reasons.

The work shift for Special Agents 3, Narcotics Agents 3, Consumer Protection Agent Supervisors, Special Investigators 3 and Civil Investigators 3 will consist of eight (8) work hours and a non-paid lunch period. The non-paid lunch period will be one-half hour unless otherwise agreed to by the Employer and employee.

When an employee's schedule is changed consistent with the above language, the Employer agrees to give advanced notice to the employee as soon as it has been determined that the employee's schedule must be changed. When such change involves the employee's days off, the Employer will give 48 hours notice. Neither the failure to give advanced notice of the schedule change nor the failure to give 48 hours notice will be subject for arbitration.

The provisions of Recommendation 6 of the Master Memorandum will not apply when employees attend the initial training program at the academy. These employees will also receive compensatory time off at the appropriate rate in lieu of pay for overtime worked while in training at the training academy.

The Employer agrees, subject to management's responsibility to maintain efficient operations, to implement flex-time schedules for clerical employees. Meetings to implement these schedules will occur at the local level.

Pennsylvania Residency

All employees are required to have Pennsylvania residency. Special Agents 3 and Narcotics Agents 3 living out of state, as of November 29, 2005, are grandfathered. All other employees living out of state, as of July 1, 2007, are grandfathered. Future moves outside of Pennsylvania are prohibited for current employees living out of state.

Heart and Lung Act

Narcotics Agents 3 and Special Agents 3 may receive benefits as provided by the Heart and Lung Act, Act of June 28, 1935, P.L. 477 No. 193, as amended (53 P.S. Section 637).

Preparation of Reports

Employees in the Inspection, Investigation and Safety Unit who are required to prepare reports related to their jobs shall prepare such required reports on the Employer's time. It is agreed that it is not the intent of this paragraph to provide for the extension of the work week, which is authorized by the Employer, and thereby increase the Employer's premium time liability.

Training and Education

The Commonwealth and the Union agree to establish a joint committee to meet and discuss items concerning training needs and training programs. This committee will meet at least bi-annually.

The Employer will attempt to equalize training opportunities for all employees. This provision is not subject to arbitration.

The Office of Attorney General and AFSCME agree to meet and discuss reimbursement for professional enrichment courses.

Shift Differential

A shift differential of \$1.00 per hour will be paid for all such hours worked by Special Agents 3, Narcotics Agents 3, Consumer Protection Agent Supervisors, Special Investigators 3 and Civil Investigators 3 for any shift that begins before 6 a.m. or after 6 p.m.

Overtime

The provisions of Recommendation 20 of the Master Memorandum, with the exception of Sections 2, 4 and 7, shall not be applicable to Special Agents 3 and Narcotics Agents 3. These

employees will be paid time and one-half for all hours worked over eighty (80). The Employer agrees that employees will be permitted to request compensatory time in lieu of pay for overtime worked.

Standby Time

An employee is on standby during the period that the employee is required to remain at home and to be available for emergencies. Employees who are on standby shall be paid 25% of their regular base pay for such standby time or, by mutual agreement between the Employer, the Union and the employee, shall be credited with compensatory time off equivalent to 25% of their regular hours worked. Employees assigned on standby time shall be considered as remaining on standby time until officially released from that assignment. Standby time shall not be considered hours worked for the purpose of overtime computation. An employee shall not be considered on standby time during any period of time he/she is being paid for call time.

Certificates and Licenses

The Employer agrees to pay any cost related to Licenses or Certificates required by the Employer.

Safety and Health

A joint committee will be established to discuss appropriate safety equipment and its replacement schedule.

The Employer agrees to pay the cost of obtaining the Hepatitis B vaccine as well as a baseline blood test for Hepatitis B, tuberculosis and HIV. It is agreed that only employees whose job would possibly expose them to airborne or bodily fluid transmitted diseases will have these services made available to them.

Liability Coverage and Legal Defense

The Employer agrees to provide liability coverage and legal defense similar to that which is provided for in Title 4 of the PA Code, Chapter 39, and Management Directive 205.6 and 630.2.

Travel Time

When an employee is required to travel from their home to a field work site, he/she shall be paid for the time necessary to travel to and from the field work site minus the amount of time it would take to travel from the employee's home to the office and back to the employee's home.

Employees who are offered overnight accommodations at the field work site but choose to commute will be paid for travel from the work site at the conclusion of the assignment or any Employer-authorized interruption in the assignment. In the event an assignment takes ten (10) or more consecutive days to complete, the employee will be paid for travel to the work site and travel

from the work site after ten (10) consecutive days, unless otherwise agreed to by the Employer and the employee.

Probationary Period

Newly hired Narcotic Agents 3, Consumer Protection Agent Supervisors, Special Investigators 3, Civil Investigators 3 and Special Agents 3 shall serve an initial hire twelve (12) month probationary period during which time the provisions of Recommendation 28, Section 1, shall not apply.

Current employees selected as Special Agents 3, Consumer Protection Agent Supervisors, Narcotics Agents 3, Civil Investigators 3 and Special Investigators 3 shall serve a twelve (12) month probationary period. If an employee fails to successfully complete the probationary period, that employee shall have the right to return to his/her former classification.

Travel Status

An employee required by the Employer to remain away from home over their days off will receive a \$100.00 stipend one time per fourteen (14) calendar day period. This does not apply to training requested by the employee or required by federal regulation.

Employees who are assigned outside their region, except for training, for more than sixty (60) days in a fiscal year, which need not be consecutive, will receive an additional 45 cents per hour for each hour worked.

Employees may use the Employer-provided vehicle to travel to a restaurant of the employee's choice within a reasonable distance of the hotel or work site.

Classification

The classification Clerical Supervisor 2 will be the first level of clerical supervision.

Clerical employees who are used as interpreters shall be paid an additional 45 cents per hour while performing this function.

Expenses

Employees on loan to another agency shall be paid expenses consistent with that agency's policy or the Office of Attorney General's policy, whichever is greater. The employee will be paid consistent with the borrowing agency's policy provided the borrowing agency is paying the employee or reimbursing the Office of Attorney General.

Sick Leave

The parties agree to continue the program that allows employees to donate leave to other

employees who suffer a serious injury or illness and have exhausted their accumulated leave.

Leave Without Pay for Illness

Special Agents 3 and Narcotics Agents 3 must have completed a total of twelve (12) months of service with the Employer to be eligible for guaranteed leave without pay for illness.

Drug-Testing Policy

It is agreed that a Random and Reasonable Suspicion Controlled Substance Testing Program will be implemented for all Narcotics Agents 3 and Special Agents 3 and a Reasonable Suspicion Controlled Substance Testing Program will be implemented for all other Office of Attorney General employees as soon as the provisions are finalized by the Employer and the union.

Internal Affairs

An employee who is the subject of an Internal Affairs investigation shall be notified of the following as soon as it is feasible to do so:

1. The employee is the subject of an investigation.
2. The allegation(s) were either unfounded or unsubstantiated.
3. A copy of the report will be provided to the employee when the allegations are substantiated.

Grievance Procedure

In applying the provisions of Recommendation 37, Grievances/Standard Grievance Procedure, and Recommendation 39, Arbitration, the Regional Director or the equivalent will be the first step, the Bureau Director will be the second step, the Human Resources Section will be the third step and the fourth step will be Arbitration.

The parties agree that at least a discussion of each grievance will take place at the third step.

The parties agree that during the term of this Memorandum, discussion over the implementation of the Accelerated Grievance Procedure will take place.

Hazardous Material/Chemical Exposure Pay

Agents will receive an additional 10% of their hourly rate of pay when exposed to hazardous material/chemicals.

Hiring Above the Minimum

The Employer may hire employees at pay rates above the minimum rate of the assigned pay range. The Employer will notify AFSCME Council 13 after it has approved the hiring of an agent above the minimum rate and before the above-minimum appointment is made.

Equipment

The Employer agrees, when practicable, to give Agents an opportunity to provide input regarding the purchase of equipment.

This section is not subject to the grievance and arbitration procedure.

ATTORNEY GENERAL SENIORITY UNITS: FURLOUGHS AND PROMOTIONS

Harrisburg	Allentown
Philadelphia	Erie
Pittsburgh	State College
Scranton	Butler
Wilkes-Barre	Norristown
North Huntingdon	MAGLOCLEN

The Joint Gun Violence Task Force shall be considered a stand-alone unit and a separate seniority unit statewide.

For the purpose of Furlough, the Seniority Units for Narcotics Agents 3's shall be statewide.

APPENDIX N

TREASURY SUPERVISORY UNITS

**Clerical, Fiscal and Administrative
Custodial
Professional Investigator
Professional Administrative & Fiscal**

The term "Employer" refers solely to the Treasury Department for employees in this unit. Service in the Treasury Department will not constitute service under any other "Employer" under this Agreement except for purposes of determining the rate of earning annual leave entitlement. Employees entering or leaving the Treasury Department shall be permitted to transfer their unused annual leave, personal leave and sick leave, up to the allowable limits, earned before the transfer occurred, provided the gaining or losing agency allows the transfer of such leaves. Employees entering or leaving the Treasury Department from and to agencies which do not permit the transfer of unused annual leave and personal leave shall be compensated in a lump sum for such leave prior to entering or leaving the Department. Present practices concerning the transfer of sick leave

accumulation in those agencies will continue.

Posting of Vacancies

The Employer agrees to post all vacancies in its offices located in Harrisburg, Philadelphia and Pittsburgh. Notification of an existing vacancy for which a member of the Professional Investigator Unit, assigned to the Harrisburg Headquarters, is eligible will be mailed directly to the employee's home.

The Treasury Department agrees to affix an identification number to any posting of vacancy. If the vacancy is not filled within 45 days of the posting the posting shall be voided and reposted. Copies of such notice will be sent to a Council 90 Staff Representative and to the President of Local 972. Employees applying for the posted vacancy shall be notified in writing when such vacancy has been filled.

Entrance Interviews with New Employees

The Treasury Department agrees to grant the Union an entrance interview with all new employees, for the purpose of orientation, within the first week of employment.

Use of Treasury E-Mail System by Union

The President of Local 972, or designee, shall have reasonable access to the Department's e-mail system via the Director of Human Resources for the purposes of meeting notification and circulation of Union information to its membership. The Union shall not submit material detrimental to the labor-management relationship, nor of a political or controversial nature. Such use will be subject to all applicable e-mail policies and may have to be restricted at times, due to system and other technical limitations. The Department agrees to meet and discuss regarding the scope and limitations of such use.

Supplemental Employment Requests

Employees shall submit a Supplemental Employment request form to Treasury's Bureau of Human Resources prior to beginning outside employment. The Legal Bureau within ten working days will issue an approval or disapproval.

Compensation for Work Performed During Closings

The current language with respect to employees who work during a full or partial day closing shall remain in effect for the life of this Memorandum.

Inclement Weather

The current inclement weather practice shall remain the same for the term of this memorandum.

Shift Differential

An employee permanently assigned to a work shift for which shift differential is paid under Recommendation 21, Section 1 of the Master Memorandum will be paid shift differential when the employee is on approved compensable annual, personal or sick leave.

Meal Expenses

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site 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. However, they are not flat allowances and only amounts actually expended may be claimed.

Direct Deposit

All employees are required to sign up for direct deposit of paychecks and travel expense reimbursement.

Subcontracting

The Treasury Department will not contract out supervisory unit work unless the employees do not have the skill or equipment to perform such work.

Alternate Work Schedules

The alternate work schedule agreement of understanding placed into effect January 21, 1997 by the Treasury Department is incorporated as a provision of this memorandum for the term of this memorandum.

Discipline

Treasury will institute an additional step into the disciplinary process as follows:

- Oral Warning
- 1st Written Warning
- 2nd Written Warning (Additional Step)
- 1 Day Suspension
- 3 Day Suspension
- 5 Day Suspension or greater
- Dismissal

Alternative Discipline

The Department will institute alternate discipline for time and attendance misconduct.

Letters of degree, consistent with the progressive discipline method, will be issued to employees who do not adhere to the time and attendance policy of the Department.

The letters will have the same effect as either a one, three, or five-day suspension, and will be used as evidence of progressive discipline in any internal or external proceeding.

Disciplinary Action Correspondence

The employee shall be notified in writing when correspondence documenting disciplinary actions is removed from the employee's official human resource file.

Arbitration

Full arbitration rights shall be extended to employees covered by this Memorandum.

An appeal from Step IV of the grievance procedure in Recommendation 38 may be submitted to arbitration within 15 working days after the response from Step IV is due.

The arbitrator is to be selected by the parties jointly within seven working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators.

The parties shall, within seven days of the receipt of said list, meet 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.

Each case shall be considered on its merits and the Memorandum shall constitute the basis upon which the decision shall be rendered. The decision at Steps I, II, and III 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 be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

The decision of the arbitrator shall be final and binding on both parties except where the decision would require an enactment of legislation. The arbitrator shall be requested to issue the decision within 30 days after the hearing or receipt of the transcript of the hearing.

In the interest of expediting arbitration of disputes involving discharges, the parties agree to utilize alternative approaches and methods, including such procedures as the use of pre-selected

arbitration panels, advance scheduling of fixed hearing dates with individual arbitrators and providing for the issuance of decisions within reduced periods of time.

All of the time limits contained in this Section 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 of 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 cost 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.

Career Opportunities and Upward Mobility Committee

The Treasury Department and the members of the Union (AFSCME, Council 13, Local 972) agree to establish a committee that convenes at least semiannually to meet and discuss Career Opportunities within the Department.

Sick Leave Bank

The agreement of understanding placed into effect January 21, 1997 by the Treasury Department is incorporated as a provision of this memorandum for the term of this memorandum.

Alcohol and Drug Use

Employees shall be free from the influence of alcohol and illegal drugs while at the work place.

Health & Safety Committee

The Treasury Department and the members of the Union (AFSCME, Council 13, Local 972) shall agree to establish a committee that convenes at least semiannually to meet and discuss Health and Safety issues within the Department.

Reporting Leave Usage

The Employer agrees to meet and discuss with the Union methods of notification for reporting leave usage.

Dress Policy

The Treasury Department is a professional organization entrusted as the chief fiduciary for

the funds of the Commonwealth. Treasury personnel must present a neat and businesslike appearance.

APPENDIX O

PENNSYLVANIA GAMING CONTROL BOARD UNIT

Where appropriate, "PGCB" or "Board" shall replace "Office of Administration" throughout the Master Memorandum and the term "Employer" referenced in the Master Memorandum refers solely to the Board for employees in this unit. The provisions of any other Appendix of the Master Memorandum shall not apply to employees of the Board, and any specific language in this Memorandum supersedes language on the same subject in the Master Memorandum provisions.

Service at the Board will not constitute service under any other "Employer" under the Master Memorandum except for purposes of determining the rate of earning leave entitlement. Employees entering or leaving the Board shall be permitted to transfer their unused annual leave, personal leave and sick leave, up to the allowable limits, earned before transfer occurred, provided the gaining or losing agency allows the transfer of such leaves.

Hours of Work

The parties understand and agree that schedules already in effect will remain in effect. The Employer agrees to discuss contemplated changes to these schedules in advance.

The parties also understand that Sections 5, 6, and 7 of Recommendation 6 do not apply to employees at the PGCB. Given the nature of supervisory roles at the PGCB, employees are expected to be flexible in the scheduling of their work in order to ensure coverage and completion of assignments.

It is further understood that the Employer does not currently employ part-time, irregular, intermittent or seasonal employees and as such, the provisions in Recommendation 6, Section 9 do not apply.

Rest Periods

The parties understand and agree that full-time employees shall receive a 15 minute paid rest period during each half of a workday as operational needs permit. Rest periods shall not be combined into one break, unless previously approved by the employee's immediate supervisor.

Meal Periods

The parties understand and agree that Recommendation 8 does not apply to employees in the Bureau of Casino Compliance. Employees in the Bureau of Casino Compliance are granted a

paid meal period which is scheduled in accordance with operational necessity. It is further understood that employees in the Bureau of Casino Compliance are required to remain on-site and be available to perform job duties during meal periods.

Eating and Sanitary Facilities

The parties understand and agree that the Employer shall make a reasonable effort to provide access to adequate eating space and sanitary facilities at all permanent locations.

Holidays

It is understood that the Employer will process unused holiday leave no later than January 31st of the next calendar year in which the leave was earned, provided the required method of leave scheduling was followed. Employees may elect to receive payment for such leave before January 31st of the next calendar year in which the leave was earned provided they were unable to schedule such leave within 120 days after the leave was earned, and they submit such requests in writing to the Office of Human Resources.

When scheduling days off, employees are required to submit leave in the following order: holiday leave, compensatory leave, annual leave. Employees whose use of holiday leave or compensatory leave will result in an excess of the 45 day annual leave limit (as described in Recommendation 13, Section 8 of the Master Memorandum) will not be required to use holiday or compensatory leave prior to using annual leave.

Personal days and sick leave may be scheduled at any time, provided the use provisions of such leave (as outlined in Recommendations 11 and 14 of the Master Memorandum, respectively) are followed.

Vacations

The parties understand and agree that the accrual rates outlined in Recommendation 13, Section 1 are only applicable to employees hired after December 1, 2010. Employees hired prior to December 1, 2010 will continue to earn annual leave at the rate designated at their time of hire.

Overtime

The parties understand and agree that the provisions outlined in Recommendation 20 of the Master Memorandum do not apply to employees in this unit.

All positions covered by this unit that are identified as exempt from the overtime provisions of the Fair Labor Standards Act shall be granted their regular straight-time rate of pay for all hours worked in excess of 40 hours in a work week, provided the work requires the employee to be physically present at the work location for a minimum of one hour beyond their normal work schedule, and prior authorization to receive compensation has been granted by the Bureau Director. By mutual consent between the Employer and the

employee involved, compensatory time off may be granted in lieu of overtime pay.

The following items will be regarded as hours worked for the purpose of computing overtime pay:

- Hours worked.
- Rest periods.
- Holidays.
- Annual leave.
- Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- Personal day leave.
- Sick leave.
- Administrative leave.

Until and unless the Commonwealth adopts a tax-qualified Leave Payout Plan, the PGCB will not adopt such a plan as denoted in Section 11 of Recommendation 20 of the Master Memorandum.

Shift Differential

Recommendation 21 does not apply to employees in this unit.

Call Time

Recommendation 22 does not apply to employees covered by this unit that are identified as exempt from the overtime provisions of the Fair Labor Standards Act.

Standby Time

Recommendation 23 does not apply to employees covered by this unit that are identified as exempt from the overtime provisions of the Fair Labor Standards Act.

Classification

In instances where there is a substantial change in permanent job duties or job content during the term of this Agreement which justifies a change in job classification, the employees may process an appeal for a reallocation of their position through the grievance procedure set forth later in this Memorandum, except that the decision of the Executive Director at Step II, will be final, binding, and determinative of the issue after review by the Executive Director or his/her designee.

Discharge, Demotion, Suspension and Discipline

The parties understand that Recommendation 28, Section 1 is replaced with the following:

The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, or discharge by following the procedure outlined in Recommendation 37 below. The appropriate district council and local of the Union shall be notified promptly by the Employer of any suspension, discharge or demotion provided, however, the requirement to notify the district council and local of the Union will not be applicable if the Union has not informed, in writing, the Employer of the applicable district council or local for the employee involved. The failure of the Employer to comply with the preceding notification requirement will not affect the validity of the action, but will suspend the time period set forth in the grievance procedure outlined in Recommendation 37 below, until the notification is sent.

Seniority

The parties understand and agree that the language in Recommendation 29, Sections 1 and 15 are replaced by the following:

For purposes of “seniority” in this Recommendation, PGCB employees are broken into three regions: West, Central and East. The following facilities are located in the following regions for purposes of this section:

<u>West</u>	<u>Central</u>	<u>East</u>
The Meadows	Mohegan Sun	Parx Casino
Presque Isle Downs	Mount Airy Casino	Harrah’s Chester
The Rivers Casino	Hollywood Casino	SugarHouse Casino
Western Regional Office	Sands Bethlehem Casino	Second Philadelphia Casino
Nemacolin Woodlands	Harrisburg Regional Office	Eastern Regional Office
	Northeast Regional Office	Valley Forge Convention Cntr

It is further understood that any additional casinos or offices will be assigned a region accordingly.

Seniority shall be determined based on service with the Board, except for determining leave accrual rates. Seniority, for the purposes of furlough and promotions, will be considered within each region and not across the regions.

Recommendation 29, Section 4 is amended to provide that vacancies will be posted for a minimum of 7 calendar days, excluding holidays, and the Employer’s email notification to all staff of the availability of the vacancy on the Board’s website will meet the requirement that vacancies be posted at appropriate work locations.

Recommendation 29, Sections 5 and 6 are inapplicable as the Board does not have any civil service positions or classifications within a series. Should such classifications be created in the future, the Employer agrees to follow the procedures outlined in Sections 5 and 6 for filling such vacancies.

Recommendation 29, Section 13 is amended to provide that, in the event of an employee promotion and the Employer demotes that employee within 60 days, said employee may return to his/her previous position. Should the Employer demote said employee between 61 and 180 days, the employee may return to his/her previous position or a position within the same pay range if such a vacancy exists.

Recommendation 29, Section 16 is inapplicable; the parties agree to utilize the grievance procedure as described in Recommendation 37 below, with the understanding that grievances relating the interpretation, application and implementation of Sections 7, 8, 9, 12, and 19 of Recommendation 29 shall be filed directly at Step III of the grievance procedure. Furthermore, the parties understand that only grievances relating to Recommendation 29, Sections 7, 9 and 12 shall be subject to arbitration.

Union Business

The parties understand that the PGCB cannot assure that mail will only be read by addressee.

Special and Part-Time Employees

The parties understand that Recommendation 33 does not apply to PGCB employees. It is further agreed that should the Employer decide to employ part-time employees in the future, the parties will meet to discuss the impact of part-time schedules before hiring such employees.

Miscellaneous Provisions

The parties specifically acknowledge and agree with regard to Recommendation 35, Section 9 that they, in good faith, discussed the terms and conditions of employment and all employee benefits believed to be in practice. As of the date of execution of this Memorandum, no working conditions or benefits exist that the parties did not, together, address or discuss.

It is understood that Recommendation 35, Section 7 does not apply. The parties agree that travel expenses shall be paid in accordance with the requirements of Act 1 of 2010 and the requirements of the Commonwealth of Pennsylvania's Bureau of Commonwealth Payroll Operations.

With regard to Recommendation 35, Section 10, the parties agree to meet and discuss, as necessary, regarding the impact of technology on classifications and the impact of technology on the delivery of service.

It is understood that Recommendation 35, Section 15 is not applicable to the relationship between the parties.

Grievances/Standard Grievance Procedure

The parties understand and agree to utilize the following grievance procedure in place of that which is described in the Recommendation 37, Master Memorandum:

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

STEP I: The employee, either alone or accompanied by the Union representative or the Union, where entitled, shall present the grievance in writing to the employee's Bureau Director 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 Bureau Director shall attempt to resolve the matter and report a decision to the employee in writing within 15 working days of its presentation.

STEP II: An appeal from an unfavorable decision at STEP I shall be presented by the employee or Union representative to the Executive Director or his/her designee, within 15 working days after the response from STEP I is due. The Executive Director, or his/her designee, shall conduct a hearing to listen to the facts of the situation. The Executive Director, or his/her designee, shall issue a written response to the employee and Union representative within 15 working days after the hearing.

STEP III: In the event the grievance has not been satisfactorily resolved in STEP II, the employee or Union representative may make written appeal within 15 working days of the STEP II decision to the PGCB Office of Human Resources requesting to have the grievance heard by a mediator for attempted resolution.

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 III 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 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.

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

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 the working hours, if required, to process grievances in accordance with this grievance procedure without loss of pay or leave time.

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

The Union may present grievances concerning agency-wide decisions directly to STEP II within 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.

Grievances/Accelerated Grievance Procedure

It is understood that Recommendation 38 is not applicable to the relationship between the parties.

Arbitration

An appeal from Step IV of the grievance procedure outlined in this Appendix may be submitted to arbitration within 15 working days after the response from Step IV is received in the following circumstances:

- a. To determine whether employees are engaged in a "strike" which is prohibited under Recommendation 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 34.
- b. To determine whether there has been a violation of the seniority provisions set forth in Section 7, 9 and 12 of Recommendation 29.
- c. To determine whether there has been a violation of Health and Safety Recommendation 40. This will not include grievances over appropriate staffing levels.

The arbitrator is to be selected by the parties jointly within fifteen (15) working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators.

The parties shall, within fifteen (15) days of the receipt of said list, meet 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.

Each case shall be considered on its merits and the Memorandum shall constitute the basis upon which the decision shall be rendered. The decision at Steps I, II, and III 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 be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

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 the decision within 30 days after the hearing or receipt of the transcript of the hearing.

All of the time limits contained in this Section 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 of 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.

It is understood that this Recommendation shall be binding and irrevocable during the term of the Memorandum.

Political Action Committee Deductions

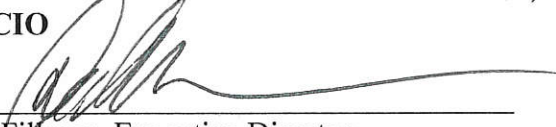
It is expressly understood that Recommendation 43 cannot apply to employees of the Board due to prohibitions contained in 4 Pa.C.S. § 1513.

Preservation of Supervisory Unit Work

The parties understand that Recommendation 44 of the Master Memorandum does not apply.

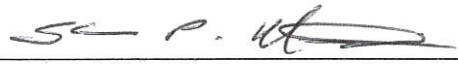
MASTER MEMORANDUM

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO



David Hillman, Executive Director

COMMONWEALTH
OF PENNSYLVANIA



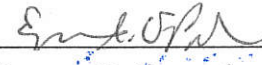
Sharon P. Minnich, Secretary of Administration




Randy Albright, Secretary of the Budget



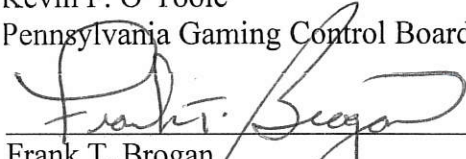
Kathleen Kane, Attorney General



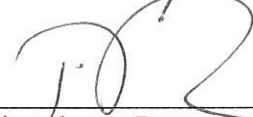
Eugene DePasquale, Auditor General



Kevin F. O'Toole
Pennsylvania Gaming Control Board



Frank T. Brogan
Pennsylvania State System of Higher Education



Timothy A. Reese, State Treasurer



Robert Baccon
State Public School Building Authority



Gladys Brown, Public Utility Commission

MASTER MEMORANDUM

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

~~James J. [unclear]~~
Joseph W. [unclear]
Edward [unclear]
Joseph Hickory
Edward [unclear]
Brent [unclear]
David B. [unclear]
Vernon [unclear]
Michael [unclear]
R. & W. [unclear]
~~John [unclear]~~
Robert [unclear]
Wally [unclear]
Ken [unclear]
Carl [unclear]
~~[unclear]~~

Shane [unclear]
Richard L. Capari
[unclear]
[unclear]
Tom [unclear]

MASTER MEMORANDUM


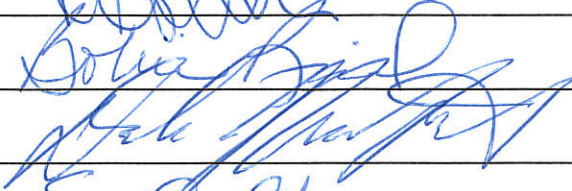




AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO


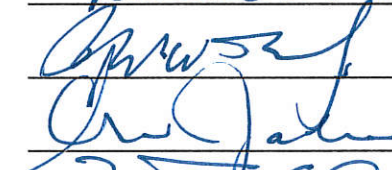


Paul Galt
Mary H. [unclear]
Stann C. [unclear]
Nancy [unclear]
Mary [unclear]
Alfred [unclear]
[unclear]
Karen L. Manberg

Paul [unclear]

MASTER MEMORANDUM

COMMONWEALTH OF PENNSYLVANIA


Robert R. Shill

Mark M. ...
Edward C. ...
Wayne Barry

Beth A. Bates
Drew Kistner
Dan Andrews
Kate Maltus
Deanne McKeel

Daniel Crane
Brooke H. Umade

Laurie E. ...
Terri L. Luciano
Abraham Salas

Elizabeth ...
Erica Hagg


Kendra E. Maseley
SP4M-SCP, SP4M

Sgt. ...
Debra Allen

Claire Yantis

John ...
Jenny ...
Benjamin D. ...
Michael Bannell
Lark