

MASTER AGREEMENT

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

This Agreement entered into by Council 13 American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, and the Commonwealth of Pennsylvania, hereinafter referred to as the Employer, has as its purpose the promotion of harmonious relations between the Union and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 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 collective bargaining purposes for employees within the classifications included under the following certifications of the Pennsylvania Labor Relations Board: PERA-R-13-C, Units I and III, Maintenance and Trades; PERA-R-1205-C and R-1207-C, Human Services; PERA-R-1413-C, Clerical, Administrative and Fiscal; PERA-R-2180-C, Technical Services; PERA-R-777-C, Inspection, Investigation and Safety; PERA-R-2687-C, Professional, Administrative and Fiscal; PERA-R-3294-C, Engineering and Scientific; PERA-R-1329-C, R-1330-C, R-1331-C and R-1879-C, Auditor General Department; PERA-R-1468-C, R-1469-C, R-1470-C, and R-2495-C, Treasury Department; PERA-R-2598-C, Pennsylvania Higher Education Assistance Agency; PERA-R-2566-C and PERA-R-2567-C, Public School Building Authority; PERA-U-81-351-E, U-81-352-E and U-353-E, Attorney General; PERA-R-09-54-E and PERA-R-09-57-E, Pennsylvania Gaming Control Board; and Pennsylvania State System of Higher Education.

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

ARTICLE 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 agreements.

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 Article 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.

ARTICLE 3 UNION SECURITY

Section 1. Each employee who, on the effective date of this Agreement, 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 Agreement 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 Agreement together with an authorization for dues payroll deduction, provided the Union has furnished the Employer with sufficient copies of the Agreement containing the authorization for dues deduction.

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

ARTICLE 4 DUES DEDUCTION

Section 1. The Employer shall deduct the Union biweekly 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 biweekly salary and wages (including retroactive salary/wage payments and lump sum payments made pursuant to Article 19, Salaries and Wages, except as provided in Article 19, Section 10). 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 Agreement. When revoked by the employee in accordance with Article 3, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Agreement.

Section 2. The Employer further agrees to deduct a fair share fee biweekly from all employees in the bargaining 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 Article shall continue to pertain and be complied with by the Employer with regard to those employees who are promoted into or demoted from a unit of first level supervisors represented by the Union or when any employee is transferred from one position to another position covered by this Agreement. 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 bargaining 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 Article.

ARTICLE 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 Article.

ARTICLE 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 schedule 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. If the Committee is unable to reach an agreement, the dispute may be submitted to advisory arbitration where the burden of proof shall be upon the Union. The tripartite panel will consist of one representative of the Office of Administration, one representative of AFSCME Council 13, and a mutually agreed upon arbitrator.

The goal of the proposed alternate schedule, schedules providing for every other weekend off, or flex time 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 Agreement.

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 accord with the meet and discuss provisions of the Public Employe 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 Agreement, 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 Article 2 of this Agreement.

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.

ARTICLE 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 3-3/4 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.

ARTICLE 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.

ARTICLE 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.

ARTICLE 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 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 Article 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 Article 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 Article 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 Article, 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 Article 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 Article, 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 an 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 prorated 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 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 Article 20 of this Agreement.

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

ARTICLE 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 Article 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 Master Agreement seniority 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 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 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 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 Article, 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 Article, 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.

ARTICLE 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 Article 13, Section 3, requests for any type of leave to which an employee is entitled under this Agreement 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 Article, 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.

ARTICLE 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**

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 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 Article 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 Master Agreement seniority 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 Article 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 Article 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 Article 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 Article, 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.

ARTICLE 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 Article 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 Article 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 Article 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 Article, 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 Article 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 Article 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 Article, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

ARTICLE 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 (1) full shift) for each day of required court attendance.

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

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

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 Worker's 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 Article 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.

ARTICLE 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 periods of more than 180 days, no more than 90 days after the completion of the service.
- (2) For periods of service of more than 30 days but less than 181 days, no more than 14 days after the completion of the service.
- (3) For periods of service that were less than 31 days, the first full regularly scheduled work period following the period of service or up to eight hours after an opportunity to return from the place of service to the employee's home.
- (4) For periods of hospitalization or convalescence from illness or injury incurred during the period of service, up to two years after the period of service or when recovered, whichever occurs sooner.
- (5) For circumstances beyond an employee's control, the above periods may be extended upon demonstration of such circumstance.

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 re-employment is provided to the agency heads.

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 Article (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 Article, 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.

ARTICLE 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. Contract Interpretation Training Sessions held after the negotiation of a new collective bargaining agreement for the purpose of disseminating contract interpretation information to delegates. An employee may be granted leave without pay with seniority credit to attend two contract interpretation training sessions during the life of a collective bargaining agreement.
10. Executive Board meetings of Council 13
11. AFSCME Policy Committee except for contract 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 Article 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 Article 18, Section 1.a., and family care leave without pay used under Article 41, Section 1. Leave used under these Articles, 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, Article 18, Section 1.a., Article 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 Article 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 Article.

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, Article 18, Section 3, Article 26, Section 7, and in Article 41, 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 Article 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 U.S.C. Sections 2601, et seq.

Section 11. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 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 Article.

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.

ARTICLE 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 Article 17, Section 5.a., and family care leave without pay used under Article 41, Section 1. Leave used under these Articles, as well as military exigency leave used under Article 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, Article 17, Section 5.a., Article 41, Section 1, and/or military exigency leave used under Article 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 Article 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 Article, 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 Article, 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 Article, 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 Article 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 Article 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 Articles 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 Article.

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 Article 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.

ARTICLE 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 Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement 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 payments provided for in this Article shall not be added to the employee's base salary. The cash payments 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 salaries of employees shall be paid biweekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

Section 8. The policies regarding pay scale group revisions contained in the Commonwealth's Personnel Rules shall continue.

Section 9. All employees are required to sign up for direct deposit of paychecks and travel expense reimbursement.

ARTICLE 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 Article 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 biweekly 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 Article 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 following items will be regarded as hours worked for the purpose of computing overtime pay under Section 1 of this Article:

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

a. An employee on a five day per week schedule shall be paid double time for hours worked on the second scheduled day off in the work week provided the employee is in an active pay status on 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 Article 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 biweekly work period and, in order to be eligible for double time on the fourth day off, the employee must be in an active pay status the second five regularly scheduled work days and work the third scheduled day off in the normal biweekly work period. An employee on this work schedule shall be paid double time for the third scheduled day off; provided, in order to be eligible for double time on the third day off, the employee must be in an active pay status 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 biweekly work period. An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked provided the employee is in an active pay status the first five regularly scheduled work days in the normal biweekly work period, the first or first and second scheduled days off are worked, and the employee is in an active pay status the second five regularly scheduled work days in the normal biweekly work period, if the third or third and fourth scheduled days off are worked.

c. For fifteen-minute rest periods, in the event employees are required to work through their rest period, while on premium overtime.

Section 4. 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 5. 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 of 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. After a period of 45 days from the date of the request to submit the

unresolved issue to the Committee, either party can request that an unresolved equalization unit issue be submitted to an arbitration panel.

The arbitration panel shall consist of one Union staff member, one staff member of the Employer, and one impartial arbitrator jointly selected by the parties. 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 this Agreement who is temporarily assigned to a position in a first level supervisory unit 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 6. Employees who are required to remain on duty during meal periods shall be compensated for these periods at the appropriate rate of pay. Employees who are not permitted to take rest periods during their regular shifts shall have that time counted as time worked in addition to that which is provided for in Section 2.

Section 7. 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 8. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement 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 Article.

Section 9. 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 10. 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.

ARTICLE 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 Article shall apply to Health Facility Quality Examiners.

ARTICLE 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 Technicians and Foresters 1 and 2 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.

ARTICLE 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.

ARTICLE 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.

ARTICLE 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 amount 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 agreement. Fund expenses are to be adjusted for any expense which should have been paid for the period. At each bi-monthly 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 agreement 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 occur, 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 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 Article.

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 Article, 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%

Employee contributions shall be effective the first full pay period in July 2015. Biweekly gross base salary as used throughout this Article 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 agreed to an evaluation process with respect to the reserve levels of the Fund to determine if an employee contribution is necessary. Under this process, if the Fund’s actuary certifies that a three (3) month reserve of projected claims and expenses has been achieved and will be maintained for at least six (6) months, the Trustees will evaluate whether employee cost sharing for employees hired before August 1, 2003, can be reduced or eliminated, provided that at no time shall any such reduction or elimination of cost sharing result in the reserve being reduced below the three (3) months of total projected claims and expenses. Should the Trustees, after evaluating the employee cost sharing, decide that contributions by employees hired before August 1, 2003 will be reduced or eliminated, the reserve will be reviewed on a six (6) month basis by the Fund’s actuary. If the actuary certifies that the amount of the reserve has dropped below the three (3) month level, such contributions will resume immediately at the levels established in this Agreement, without any action on the part of the parties or the PEBTF Board of Trustees. This Subsection shall be read and administered in a manner consistent with Section 1.d. of this Article.

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 Article. 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 Article 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 Article will be made on a pre-tax basis.

Section 4. a. Permanent employees who are granted sick leave without pay (Article 17), parental leave without pay (Article 18), or family care leave without pay (Article 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 agreement 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 all present and future 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.

ARTICLE 26 WORK-RELATED INJURIES

Section 1. An employee who sustains a work-related injury, during the period of this agreement, 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 Article, 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 Articles 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 Article 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 Article 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 Agreement, 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 Articles 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 Article 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 bargaining 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 Article 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 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 Article 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 Article are consistent with the Americans with Disabilities Act and the Pennsylvania Human Relations Act, 43 P.S. Sections 951 et seq.

ARTICLE 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 Agreement which justifies a change in job classification, the employees may process an appeal for a reallocation of their position through 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.

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, in response to an unfavorable decision at Step 2 may submit classification appeals to an arbitration panel, within 45 working days after the Office of Administration's response is due. The panel shall consist of three members; one member appointed by the Employer, one member appointed by the Union, and a third member selected by the parties jointly from a list of five names to be mutually agreed upon by the Employer and the Union. The third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth and must be knowledgeable in the field of position classification. The parties agree to select arbitrators and agree upon hearing dates as expeditiously as possible. Grievances that are not scheduled for an arbitration hearing within two years of the notice of intent to proceed to arbitration will be considered to have been withdrawn. It is understood that the two year time limit refers to the Union proposing selection of an arbitrator and a hearing date for the case, rather than the actual conduct of the hearing.

The panel shall neither add to, subtract from nor modify the provisions of this Article nor recommend any alterations or revisions to the Commonwealth's classification and compensation plans. The panel shall be confined to deciding the proper classification in the then existing classification plan for the position in dispute.

The findings of the panel shall be submitted to the parties within 30 days after the hearing or receipt of transcript when taken. The determination of the panel shall be final and binding in those cases where an employee's position is downgraded as a result of an employee appeal or an Employer-initiated classification review. In all other cases the decision of the panel shall be advisory only as to the Employer.

The panel shall meet monthly if necessary for the purpose of hearing appeals under this Section.

Section 3. 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. An 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 biweekly 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.

Grievances arising from Sections 3 and 4 of this Article shall be submitted in writing and the employee shall attempt to include the dates on which the alleged out of class work occurred and a description of the alleged higher level work performed. The failure of the employee to provide the required information will not affect the validity of the grievance. Grievances pertaining to these Sections shall be processed in accordance with the grievance and arbitration procedure delineated in Sections 1 and 2 of this Article. The decision of the arbitration panel shall be final and binding.

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 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 Article 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. Under Sections 2, 3 and 4 above, all fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement 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 appeal 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 6. 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 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.

Disputes not resolved by the Job Evaluation Committee may be submitted by the Union to an Arbitration Panel. The Union must submit a written notice of intent to proceed to arbitration to the Employer within 45 working days of the Employer's written response to the Union. The Arbitration Panel shall be composed of three members; one appointed by the Union, one appointed by the Employer, and the third to be mutually agreed upon or selected from a list of arbitrators supplied by the Pennsylvania Bureau of Mediation. The Panel will be confined to considering the appropriateness of the changes proposed by the Commonwealth. The decision of the Panel shall be advisory to the parties in this Agreement.

Section 7. 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.

ARTICLE 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 Article 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 Article 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 Article 29, Section 20 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 Article 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. 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 8. 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 9. The Commonwealth agrees to meet and discuss at the request of the Union over the SEAP Program. It is understood that the Union has not waived its right to negotiate over Conditions of Continued Employment for individual employees.

ARTICLE 29
SENIORITY

Section 1. Under the terms of this Agreement, 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 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 Agreement seniority standing for the purpose of promotion, furlough and shift preference shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in rank and file classifications subsequent to July 1, 1973 in all bargaining units included in this Agreement. For employees who occupied a rank and file classification covered by this Agreement on July 1, 1973, all unbroken service with the Employer prior to July 1, 1973 will be counted toward Master Agreement seniority, except for leaves of absence without pay for four weeks or more. Employees who did not occupy rank and file classifications on July 1, 1973 but did so prior to that date will have such service in rank and file classifications counted toward Master Agreement seniority, if there has been no break in service, except for leaves of absence without pay of four weeks or more.

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 Article 17, Section 3; leave without

pay for work-related injuries in accordance with Article 26; sick leave without pay in accordance with Article 17, Sections 5 and 6; parental leave without pay in accordance with Article 18, Section 1 and Family Care Leave Without Pay in accordance with Article 41 will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to the employee's accumulated total.

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 Agreement 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. The Employer agrees that 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 Master Agreement 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 Master Agreement seniority subject to the exceptions noted in Subsections (1), (2) and (3) of Section 5.b. of this Article.
- c. When a vacancy is filled by examination within a seniority unit, the bidding employee with the greatest Master Agreement 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 Article. 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, to 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 Agreement 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 Agreement seniority than the employee with the least Master Agreement 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 bargaining 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 bargaining unit included in this Agreement 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, the employee shall be furloughed, subject to the provisions of Section 12 of this Article.

e. 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 Article to positions in all classifications except the one from which the employee was furloughed and placement rights under Section 12 of this Article.

f. 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. and c. 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 Agreement seniority. The employee with the least Master Agreement 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.

g. 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.

h. 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 Article 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 changes in address. The Employer shall not be held liable if an employee is not offered recall because of failure to notify the Employer of a 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 Article.

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 Master Agreement seniority. If Master Agreement seniority is equal, the assignment will be made by lot.

Section 12. If an employee is unable to execute a bump as provided by Article 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 Agreement to which there are no seniority claims in the following manner:

a. Placement will be made to positions in classifications covered by the Master Agreement 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 Agreement 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 bargaining 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 Article 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 Article.

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 Agreement 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 Article 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 Article 29, Section 9. Those employees placed in a classification in a lower pay scale group will retain their recall rights under Article 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 Article 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 Article 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 Agreement seniority will be used to break ties among employees who have been granted superseniority. If Master Agreement 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 C.

A seniority unit (furlough or promotion) listed in Appendix C may be renegotiated at the request of either party. If agreement is not reached, either party may submit a request for arbitration.

Section 16. Grievances relating to the interpretation, application and implementation of Sections 5, 6, 7, 8, 9, 12, 15, 19 and 20 of this Article shall be filed at the third step/Joint State Committee. Arbitration of grievances relating to these Sections 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 Agreement. 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 Article relating to promotions and filling of vacancies shall not be applicable to entrance level classifications.

Section 19. In the event of a furlough affecting employees who are now in First-Level Supervisory Units represented by AFSCME, such employees shall first bump laterally or downward into the classification occupied immediately prior to leaving a bargaining unit included in this 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 this 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. Master Agreement and Classification seniority previously earned shall accrue to the employee upon return to the bargaining unit. Seniority earned by the employee while outside of bargaining units included in this Agreement shall not accrue to the employee upon movement back to the bargaining unit.

Employees who formerly occupied classifications within bargaining units included in this Agreement, and who are not now in bargaining/supervisory units represented by AFSCME and who are affected by furlough may not bump into classifications previously held in bargaining units included in this Agreement.

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

Section 20. 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 Article 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 Agreement.

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 Article will be applicable.

Section 21. 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 20; and temporary employees bidding on permanent positions, in accordance with Section 20.

ARTICLE 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.

ARTICLE 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, 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 he/she is 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. An arbitrator may decide only whether or not the charging party has substantiated that sexual harassment has occurred, but what constitutes the appropriate remedy will be determined by the Employer in its sole discretion.

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.

ARTICLE 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 negotiating meetings.

ARTICLE 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. Specially classified employees shall include, but not be limited to the following: Housemothers, Houseparents (except at Youth Development Centers), State Work Program Trainees, and part-time custodial personnel.

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 Agreement. 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 contract.

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

ARTICLE 34 PEACE AND STABILITY

Section 1. It is understood that there shall be no strike, as that term is defined under the Public Employee Relations Act, during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

Section 2. Should a strike occur not authorized by the Union, the Union within 24 hours following the request of the Employer shall:

- a. Publicly disavow such action by the employees.
- b. Advise the Employer in writing that such employee action has not been authorized or sanctioned by the Union.
- c. Post notices on all bulletin boards advising employees that it disapproves of such action and instruct them to return to work immediately.

Section 3. The Employer reserves the right to discipline, suspend, demote, or discharge any employee or employees who violate the provisions of Section 1 of this Article.

Section 4. The Employer will not engage in any lockout during the life of this Agreement.

ARTICLE 35
MISCELLANEOUS PROVISIONS

Section 1. In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties, however, shall, at the request of either, negotiate on the subject matter involved in any invalid provision.

Section 2. The Commonwealth and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employe Relations Act and constitutes the entire agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

Section 3. In the event that any provision of this Agreement 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 Agreement.

Section 4. Where the term meet and discuss is used in this Agreement, it will be deemed to have the meaning of that term as defined and applied under the Public Employe Relations Act.

Section 5. 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 6. Employee benefits and working conditions now existing and not in conflict with the Agreement 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 Article 2 of this Agreement.

Section 7. Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. The mileage allowance shall be the General Services Administration rate. If the General Services Administration of the Federal Government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for employees under this Agreement will be increased or decreased on the effective date of the General Services

Administration change.

Section 8. 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 Agreement 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 9. Inter-city and inter-agency permanent transfers shall be made by agreement between the Employer and employee except as otherwise provided in unit agreements.

Section 10. 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 11. 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 12. The Employer agrees, upon request, to 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 13. A joint committee comprised of 10 representatives of the Union and 10 representatives of the Employer will meet during the term of this Agreement to discuss the impact of technology on the work environment, work processes and job classifications and pay scale groups. The committee will discuss ways to improve work efficiency and improve the delivery of service to the public.

Section 14. In the event the Public Employee Relations Act is amended during the term of this Agreement, the parties agree to negotiate concerning the amendments to determine whether or not this Agreement should be amended to incorporate changes permitted by the amendments to the Act. It is clearly understood that if this Agreement is reopened for negotiations for this purpose,

the provisions of Article 34, Peace and Stability, will remain in full force and effect.

Section 15. All letters of agreement between the Bureau of Labor Relations and Council 13 shall remain in effect if applicable.

Section 16. 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 17. 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 Agreement to discuss expansion of child care facilities.

Section 18. In the event the State Employees' Retirement Code is amended during the term of this Agreement to authorize dues deductions for retired public employee associations, the parties agree to negotiate whether or not the Agreement should be amended to incorporate changes permitted by the amendment to the Code. It is clearly understood that if this Agreement is reopened for negotiations for this purpose, the provisions of Article 34, Peace and Stability, will remain in full force and effect.

Section 19. Should the Employer assert an overpayment of wages or benefits provided by this agreement 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 20. 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.

ARTICLE 36
EQUAL EMPLOYMENT OPPORTUNITY

If any provision of this Agreement 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 arbitration.

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

ARTICLE 37
GRIEVANCES AND ARBITRATION/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 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 15 working days of the date of the occurrence of the action giving rise to the grievance, the processing of a contract 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 Agreement 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, shall contain a copy of the Step II and Step 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.

STEP V. An appeal from an unfavorable decision at Step IV may be initiated by the Union serving upon the Employer a notice in writing of the intent to proceed to arbitration within 15 working days after the response from Step IV is due. Said notice shall identify the provisions of the Agreement, the department and the employee involved, and shall include a copy of the grievance.

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 working 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 collective bargaining agreement 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 Agreement. 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 the resolution of grievances involving discharges, shift preference and the denial of annual or personal leave requests, 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, scheduling multiple cases with a single arbitrator on the same day, waiving the preparation of written briefs, and providing for the issuance of decisions within reduced periods of time including bench decisions.

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 Agreement 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 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 Article without loss of pay or leave time.

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.

ARTICLE 38
GRIEVANCES AND ARBITRATION/ACCELERATED GRIEVANCE PROCEDURE

Section 1. The accelerated grievance procedure contained in this Article 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 Article, 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 Agreement 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 Rule 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 collective bargaining agreement 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 Agreement. 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. 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).

Arbitration

The impartial arbitrator is to be selected by agreement between the respective Co-Chairpersons of the Joint Pennsylvania State Committee within fifteen (15) working days after the notice has been given. If the parties fail to agree on an impartial arbitrator, either party may request the Bureau of Mediation to submit a list of seven (7) possible arbitrators to the respective Co-Chairpersons.

The Co-Chairpersons shall, within fifteen (15) working days of the receipt of said list, select the arbitrator by alternately striking one name from the list until one name remains. The Employer Chairperson shall strike the first name.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

The arbitrator shall neither add to, subtract from, nor modify the provisions of the Master Agreement.

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 of the Step 2 and Step 3 Joint Committees or 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 in this Section may be modified by mutual agreement. The granting of any modification at any step shall not be deemed to establish a precedent.

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 to this Agreement request a postponement of a previously scheduled arbitration hearing 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 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.

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.

ARTICLE 39
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 because of a job-related need to receive such 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. A statewide committee of up to ten representatives each from the Commonwealth and Union shall be established to meet and review and make recommendations regarding VDT equipment and/or furniture. It is understood that recommendations to purchase additional equipment and/or furniture will be reviewed based upon the Commonwealth's ability to pay for such purchases considering its budgetary limitations.

ARTICLE 40 SUCCESSORS

In the event the Employer sells, leases, transfers or assigns any of its facilities to other political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff, furlough or termination of employees covered by this bargaining agreement, 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.

ARTICLE 41 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 Article 17, Section 5.a., and parental leave without pay used under Article 18, Section 1.a. Leave used under these Articles, as well as military exigency leave used under Article 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, Article 17, Section 5.a., Article 18, Section 1.a., and/or military exigency leave used under Article 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 Article 25, Section 3.

Section 2. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 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 Article.

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 Article 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 Article 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 Article. After commencing the extension period under Section 3 of this Article 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 Article, 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 Article, son or daughter shall be defined as a biological, adopted, or foster child, a step-child, a legal ward, 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 Article, 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 Article are consistent with the Family and Medical Leave Act of 1993, 29 U.S.C. Sections 2601, et seq.

ARTICLE 42
POLITICAL ACTION COMMITTEE DEDUCTIONS

Section 1. The Employer agrees to deduct from the paycheck of employees covered by this Agreement 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 Article 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 Article.

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 Article.

ARTICLE 43
PRESERVATION OF BARGAINING UNIT WORK

Section 1. It is the Commonwealth's intent to utilize Master Agreement 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 Article shall apply only to Master Agreement bargaining unit work performed on July 1, 1996 by employees in rank and file 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 Agreement bargaining unit work included within the scope of Section 2 to independent contractors, consultants or other non-Master Agreement bargaining 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 Agreement bargaining 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 Agreement bargaining 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 Agreement bargaining unit state employees, except for the reasons set forth in Subsection b.

b. The Employer may contract/assign Master Agreement bargaining 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 Agreement bargaining 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 Agreement bargaining 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. Should the parties be unable to resolve the issue, the union shall notify the Office of Administration in writing of its intent to submit the matter to the grievance procedure.

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 Article. 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 Agreement, but excluded by Section 2 of this Article, 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 agreement will not be construed so as to prevent other non-Master Agreement bargaining and first-level supervisory unit state employees who are in class titles represented by employee organizations other than AFSCME from performing Master Agreement bargaining unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the Employer or maintain the Employer's standard of service.

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

ARTICLE 44 TEMPORARY POOL EMPLOYEES

Section 1. The Employer agrees to the creation of an employment pool of temporary employees, to be comprised of temporary employees capable of performing temporary clerical or custodial duties within the Capitol Complex in Harrisburg. Additionally, the Commonwealth will continue to meet with AFSCME and review the possible expansion of the pool concept to include other classifications of temporary employees throughout the Commonwealth.

The employment pool will be administered by the Employer and a quarterly report containing the name, social security number, home address, classification and hours worked to date, will be supplied to the Union. The Commonwealth will have the right to establish reasonable standards for the work performed by pool employees.

The parties agree that employees covered by this Article will not be used to reduce the number of permanent employees performing the levels of work existing as of the ratification date of this Agreement. To that end the parties agree that employees covered by this Article will not be assigned to perform duties which are permanent and full-time in nature.

Section 2. Salaries, working conditions and other articles of the agreement which will be extended to employees of the pool shall be established between the parties.

ARTICLE 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 Article 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 or the child of the employee's domestic partner.

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

d. 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 catastrophic or severe illness or injury.

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

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 40.0 hours). Anticipated personal leave may not be donated.

c. The donation is effected by the completion and submission of a Request to Donate Leave to the agency Human Resource Office. Leave is deducted from the donor's annual and/or personal leave balance at the time of donation and transferred to the recipient in order by the date and time the Request to Donate Leave form is received.

d. Unused donations are returned to the donor if: the recipient or family member recovers, dies, or separates before the donor's leave is used; or if the recipient does not use the leave by the end of the leave calendar year, and is expected to either return to work within 20 workdays or to have sufficient anticipated leave available in the new year to cover the absence. In accordance with 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 Article 14, Section 6.

Section 4. The provisions of this Article are not grievable under Article 37 or 38 of this Agreement.

Section 5. For the purpose of this Article, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

Section 6. Notwithstanding the requirements in Sections 1 and 3 of this Article 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.

ARTICLE 46
TERMINATION

This Agreement shall be effective July 1, 2015 except where specifically provided that a particular provision will be effective on another date. This Agreement 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.

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
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	47,746	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
11 Hourly	13.65	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90	43.32
11 Biweekly	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	3,249.00
11 Annual*	26,699	30,025	33,937	38,416	43,736	49,898	56,978	65,076	74,132	84,734
12 Hourly	13.90	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77	44.26
12 Biweekly	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	3,319.50
12 Annual*	27,188	30,709	34,660	39,198	44,655	51,052	58,269	66,465	75,834	86,573
13 Hourly	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67	45.27
13 Biweekly	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	3,395.25
13 Annual*	27,834	31,335	35,364	40,039	45,692	52,186	59,580	67,951	77,595	88,548
14 Hourly	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52	46.27
14 Biweekly	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	3,470.25
14 Annual*	28,323	31,961	36,127	40,900	46,748	53,281	60,851	69,477	79,257	90,504
15 Hourly	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32	41.43	47.30
15 Biweekly	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	3,547.50
15 Annual*	28,929	32,646	36,831	41,761	47,746	54,553	62,259	71,042	81,037	92,519
16 Hourly	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11	42.37	48.34
16 Biweekly	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	3,625.50
16 Annual*	29,536	33,330	37,594	42,758	48,802	55,785	63,629	72,587	82,876	94,553
17 Hourly	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90	43.32	49.46
17 Biweekly	1,151.25	1,301.25	1,473.00	1,677.00	1,913.25	2,184.75	2,495.25	2,842.50	3,249.00	3,709.50
17 Annual*	30,025	33,937	38,416	43,736	49,898	56,978	65,076	74,132	84,734	96,744
18 Hourly	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77	44.26	50.56
18 Biweekly	1,177.50	1,329.00	1,503.00	1,712.25	1,957.50	2,234.25	2,548.50	2,907.75	3,319.50	3,792.00
18 Annual*	30,709	34,660	39,198	44,655	51,052	58,269	66,465	75,834	86,573	98,895
19 Hourly	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67	45.27	51.66
19 Biweekly	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,284.50	2,605.50	2,975.25	3,395.25	3,874.50
19 Annual*	31,335	35,364	40,039	45,692	52,186	59,580	67,951	77,595	88,548	101,047
20 Hourly	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52	46.27	52.82
20 Biweekly	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,333.25	2,664.00	3,039.00	3,470.25	3,961.50
20 Annual*	31,961	36,127	40,900	46,748	53,281	60,851	69,477	79,257	90,504	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
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
Annual*	28,479	32,026	36,199	40,977	46,652	53,224	60,777	69,415	79,075
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
Annual*	29,001	32,756	36,971	41,811	47,633	54,455	62,154	70,896	80,890
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
Annual*	29,689	33,424	37,722	42,709	48,738	55,665	63,552	72,482	82,767
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
Annual*	30,211	34,092	38,536	43,627	49,865	56,834	64,908	74,109	84,541
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
Annual*	30,858	34,822	39,287	44,545	50,929	58,190	66,410	75,778	86,440
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
Annual*	31,505	35,552	40,101	45,609	52,056	59,504	67,871	77,426	88,401
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
Annual*	32,026	36,199	40,977	46,652	53,224	60,777	69,415	79,075	90,383
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
Annual*	32,756	36,971	41,811	47,633	54,455	62,154	70,896	80,890	92,344
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
Annual*	33,424	37,722	42,709	48,738	55,665	63,552	72,482	82,767	94,451
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
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
BARGAINING UNIT

MAINTENANCE AND TRADES UNIT
Non-Professional, Non-Supervisory

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
27610	Able Bodied Sailor Flagship Niagara	04
27613	Steward Flagship Niagara	04
27615	Sailmaker Flagship Niagara	05
27617	Coxswain Flagship Niagara	05
27619	Engineer Flagship Niagara	07
27620	Second Mate Flagship Niagara	07
50000	Livestock Worker 1	02
50010	Livestock Worker 2	03
50710	Groundskeeper	02
53980	Forest Insect Pest Aide 1	02
53990	Forest Insect Pest Aide 2	03
54010	Forest Lookout	02
54030	Forest Patrolman	02
60050	Fishing Boating Facilities Maintainer	04
60127	Game Lands Maintenance Worker 1	03
60128	Game Lands Maintenance Worker 2	04
61019	Fish Culturist 1	03
61020	Fish Culturist 2	04
61320	Wildlife Maintenance Propagator	04
90010	Laborer	02
90020	Highway Maintenance Worker	02
90030	Semi Skilled Laborer	03
90110	Labor Foreman 1	03
91010	Highway Foreman 1	03
91110	Highway Sign Worker	03
91210	Sign Technician 1	03

91211	Sign Technician 2	04
91360	Transportation Equipment Operator Trainee	02
91380	Transportation Equipment Operator A	03
91400	Transportation Equipment Operator B	04
91405	Transportation Equipment Operator Specialist	05
91410	Tunnel Maintainer	04
92100	Equipment Operator A	03
92101	Equipment Operator B	04
92131	Transportation Equipment Operator Instructor	05
92310	Drill Operator 1	04
93000	Tradesman Helper	03
93010	Automotive Serviceman	02
93080	Equipment Body Repairer and Painter	04
93110	Automotive Mechanic	04
93112	Automotive Vehicle Recovery Mechanic	04
93130	Diesel and Construction Equipment Mechanic	05
93133	Diesel and Construction Equipment Mechanic Instructor	06
93230	Aircraft Mechanic	06
93235	Helicopter Mechanic	06
93300	Pennsylvania State Police Gunsmith	04
93310	Machinist	04
93410	Welder	04
93450	Locksmith	04
93710	Office Equipment Repairman	04
93900	Adaptive Equipment Technician	04
94010	Carpenter	04
94070	Cabinet Maker	04
94110	Roofer Tinsmith	04
94210	Mason	04
94220	Cement Finisher	04
94250	Plasterer	04
94310	Plumber	04
94360	High Voltage Electrician Trainee	05

94370	Steamfitter	04
94390	High Voltage Electrician	07
94410	Electrician	04
94450	Medium Voltage Electrician	05
94510	Painter	04
94610	Maintenance Repairman 1	03
94620	Maintenance Repairman 2	04
95120	Vector Control Specialist	03
95410	Barber 1	04
95510	Cosmetologist 1	04
96030	Photographic Specialist 1	04
96040	Photographic Specialist 2	05
96070	Forensic Photographer	05
96080	Micrographics Technician	04
96120	Photolithographer	03
96160	Copy Machine Operator	02
96240	Micrographics Technician Trainee	03
96312	Lithographic Press Operator 1	03
96313	Lithographic Press Operator 2	04
96420	Paper Cutter	03
96660	Bindery Worker 1	02
96670	Bindery Worker 2	03
97010	Utility Plant Helper	02
97110	Utility Plant Operator 1	03
97120	Utility Plant Operator 2	04
97270	Water Treatment Plant Operator Trainee	03
97281	Wastewater Treatment Plant Operator Trainee	03
97300	Water Treatment Plant Operator	04
97301	Water Treatment Plant Chief Operator	05
97310	Wastewater Treatment Plant Operator	04
97311	Wastewater Treatment Plant Chief Operator	05
97320	Mine Drainage Treatment Plant Operator	04
97720	Refrigeration HVAC Mechanic	04

97730	Temperature Controls Technician	04
97810	Plant Mechanic	04
*S9851	Upholsterer	04
*S9455	Decorator – Sign Painter	04
*S9201	Special Transportation Vehicle Operator	02
*S9202	Special Transportation Vehicle Coordinator	03
*Pennsylvania State System of Higher Education Classes		

**CLERICAL, ADMINISTRATIVE
AND FISCAL UNIT
Non-Professional, Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
00010	Messenger	02
00110	Clerk 1	02
00120	Clerk 2	03
00130	Clerk 3	04
00210	Clerk Typist 1	02
00220	Clerk Typist 2	03
00230	Clerk Typist 3	04
00310	Accounting Technician	05
00380	Hearing Stenographer	04
00420	Clerk Stenographer 2	03
00430	Clerk Stenographer 3	04
00450	Switchboard Operator 1	02
00460	Switchboard Operator 2	03
00710	Fiscal Assistant	04
00720	Fiscal Technician	05
00910	Summer Meals Regional Assistant	04
01310	Data Analyst 1	03
01320	Data Analyst 2	04
01720	Computer Programmer 1	05
01730	Computer Programmer 2	06

01740	Computer Programmer 3	07
01810	Computer Operator 1	04
01820	Computer Operator 2	05
02292	LCB Licensing Technician 1	04
02293	LCB Licensing Technician 2	05
02339	Liquor Purchasing Technician	05
02410	Stock Clerk 1	02
02420	Stock Clerk 2	03
02430	Stock Clerk 3	04
02530	Surplus Property Agent	05
02570	Food Distribution Representative	05
02610	Purchasing Agent 1	05
03000	Accounting Assistant	04
03660	Tax Examiner 1	04
03670	Tax Examiner 2	05
03731	Corporation Tax Account Technician	05
03820	Real Estate Valuation Analyst	05
03845	Bankruptcy Specialist	06
03852	Tax Discovery Specialist	06
03875	Taxpayer Service Information Trainee	04
03876	Taxpayer Service Information Specialist	05
05410	Statistical Assistant	04
05942	Tourist Information Counselor	03
06703	Unemployment Compensation Tax Technician Trainee	04
06704	Unemployment Compensation Tax Technician	05
07010	Legal Assistant 1	04
07020	Legal Assistant 2	05
07040	Paralegal	06
07521	Taxpayer Assistance Technician	05
07540	Tax Appeals Reviewer	06
09230	Representation Elections Officer	05
09420	Real Estate Representative	06
09551	Retirement Technician Trainee	04

09552	Retirement Technician	05
22010	Education Certification Evaluator	05
25010	Library Helper	02
25030	Library Assistant 1	03
25040	Library Assistant 2	04
26610	Custodial Guide 1	03
26620	Custodial Guide 2	04
39000	Medical Records Assistant	04
39026	Registry Technician	05
39030	Medical Records Technician	05
39620	Medical Assistance Program Worker 1	03
39630	Medical Assistance Program Worker 2	04
46021	Operations Center Monitor	05
47611	Records Specialist 1	04
47612	Records Specialist 2	05
70344	Tort Liability Specialist Transportation	06
70385	State Workers' Insurance Fund Reservist	06
70390	State Workers' Insurance Fund Underwriting Tchn	05
70393	State Workers' Insurance Fund Auditing Technician	05
72020	Fingerprint Technician	05
73020	Police Communications Operator	05
73021	Pennsylvania Game Commission Dispatcher	05
73029	Police Communications Operator Instructor	06
96250	Imaging Operator Trainee	02
96260	Imaging Operator	03
96510	Forms Designer 1	04
96520	Forms Designer 2	05
96580	Forms Layout Specialist 1	03
96590	Forms Layout Specialist 2	04
*S0201	Canteen Clerk	03
*S4201	Enrollment Services Rep 1	04
*S4202	Enrollment Services Rep 2	05
*Pennsylvania State System of Higher Education class		

HUMAN SERVICES UNIT
Non-Professional, Non-Supervisory

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
20130	Dormitory Counselor	04
30001	Aide Trainee	02
30010	Psychiatric Aide	03
30011	Sexual Responsibility and Treatment Program Aide	04
30080	Restoration Aide	03
30250	Licensed Practical Nurse	06
30280	Public Health Assistant	03
30320	Nurse Aide	03
31160	Licensed Occupational Therapy Assistant	05
31290	Registered Physical Therapist Assistant	05
31360	Therapeutic Activities Aide	03
31421	Residential Services Aide Mental Retardation	03
31660	Physical Therapy Aide	03
31740	Military Affairs Activity Assistant	03
32210	Xray Technologist 1	03
32220	Xray Technologist 2	04
32700	Pharmacy Assistant	03
33910	Dental Assistant	03
33960	Dental Hygienist	06
33970	Dental Technician	03
41785	Youth Development Aide Trainee	03
41790	Youth Development Aide	04
49070	State Work Program Trainee	01
49080	Public Services Trainee For Clerical Services	01
80030	Housekeeper	03
80090	Wait Staff/Attendant	04
80210	Custodial Worker 1	02
80220	Custodial Worker 2	03
81010	Food Service Worker 1	02

81020	Food Service Worker 2	03
81150	Cook 1	03
81160	Cook 2	04
82010	Laundry Worker	02
82110	Washing Machine Operator	03
82410	Seamstress	02
*S2001	Musician	03
*S2015	Teacher Aide	03
*S8005	Housemother	03
*S8117	Baker 1	03
*S2016	Assistant Group Leader	04

*Pennsylvania State System of Higher Education classes

**TECHNICAL SERVICES UNIT
Non-Professional, Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
10020	Environmental Projects Construction Inspector	05
10180	Drafter	05
10190	Drafter Designer	06
10210	Transportation Technician	04
10300	Highway Drafter	05
10301	Highway Draftsman Designer	06
10310	Highway Designer	07
10320	Senior Highway Designer	08
10510	Cartographic Drafter 1	04
10520	Cartographic Drafter 2	05
10580	Technical Assistant	02
10620	Transportation Construction Inspector	05
10631	Bridge Inspection Crane Technician	05
10700	Bldg Construction Inspector	05
10710	Electrical Construction Inspector	05
10720	Mechanical Construction Inspector	05

10780	Bridge And Structural Drafter	05
10781	Bridge And Structural Draftsman Designer	06
10790	Bridge And Structural Designer	07
10800	Senior Bridge And Structural Designer	08
10840	Traffic Control Technician	05
10850	Regional Traffic Management Center Operator	05
11240	Construction Cost Technician 1	04
11260	Construction Cost Technician 2	05
11265	Construction Documentation Specialist	06
11659	Transportation Planning Technician	05
11800	Roadside Technician 1	04
11810	Roadside Technician 2	05
12010	Engineering Technician	04
12015	Engineering Technician Intern	01
12120	Aerial Photographic Technician 1	04
12121	Aerial Photographic Technician 2	05
12131	Photogrammetry Technician 1	04
12141	Photogrammetry Technician 2	05
12220	Survey Technician	05
12271	Land Research Survey Technician	05
12510	Roadway Programs Technician 1	04
12511	Roadway Programs Technician 2	05
13050	Environmental Engineering Technician	05
15110	Chemistry Technician	04
15520	Materials Technician 1	04
15530	Materials Technician 2	05
17147	Real Estate Technician	05
17148	Real Estate Specialist	06
17370	Utility Relocation Technician	05
17375	Utility Relocation Specialist	06
17550	Electronic Technician	04
17561	Distance Learning Technical Specialist	06
17580	Air Monitoring Equipment Specialist	05

26445	Archaeological Technician	04
26650	Museum Preparator 1 Fine Arts	05
26660	Museum Preparator 2 Fine Arts	06
26680	Museum Preparator 1 Natural Science	05
26690	Museum Preparator 2 Natural Science	06
26710	Museum Preparator 1 Skilled Trades	05
26720	Museum Preparator 2 Skilled Trades	06
32010	Laboratory Assistant	02
32030	Laboratory Technician	03
32050	Clinical Laboratory Technician	03
32400	Laboratory Technologist	05
52200	Apiary Inspector	04
54080	Environmental Interpretive Technician	03
54140	Forest Technician	05
61045	Fisheries Technician	05
62100	Wildlife Technician	05
92220	Commonwealth Pilot	07
95980	Media Technician	04
96550	Artist Illustrator 1	04
96560	Artist Illustrator 2	05
96620	Exhibits Technician	04
*S1351	Communications Operations Specialist 1	06
*S1352	Communications Operations Specialist 2	07

* Pennsylvania State System of Higher Education classes

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

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
03781	Tax Account Collections Technician	05
03801	Realty Transfer Tax Specialist	06
05370	Insurance Investigator 1	06
05380	Insurance Investigator 2	07
07510	Driver Safety Examiner	05
09341	Transportation Automotive Equipment Specialist	06
09980	District Lottery Representative	06
12040	UCC Building Plans Examiner Trainee	05
12050	UCC Building Plans Examiner	07
12060	UCC Building Plans Examiner Variances Reviewer	08
35220	Mortuary Inspector	05
35310	Bedding Upholstery Inspector	04
39330	Health Facility Plan Reviewer	07
46020	Parole Investigator	05
46230	Institutional Parole Assistant	05
47010	Corrections Mail Inspector	04
55510	Agricultural Commodity Technician	04
55520	Food Inspection Technician	05
55530	Agricultural Commodity Inspector	06
56110	Milk Marketing Examiner 1	04
56111	Milk Marketing Examiner 2	05
56400	Plant Industry Field Technician	04
56401	Plant Industry Inspection Technician	05
56420	Plant Industry Lab Technician	05
70020	Field Investigator	04
70060	Regulatory Enforcement Inspector	05
70119	Labor Law Investigator	06
70190	Race Track Enforcement Officer	05

70230	Facility Reimbursement Technician	05
70351	State Workers' Insurance Fund Claims Adjuster	05
70355	Workers Compensation Compliance Investigator	05
70420	Weights Measures Inspector	05
70610	Prison Inspector	07
70621	Revenue Enforcement Collections Agent Trainee	06
70622	Revenue Enforcement Collections Agent	07
70710	Mine Subsidence Insurance Representative	05
70750	Motor Carrier Enforcement Officer Trainee	05
70751	Motor Carrier Enforcement Officer	06
71039	Driver License Examiner Assistant	04
71040	Driver License Examiner	05
71057	Certification Accreditation and Licensing Inspector Trainee	04
71058	Certification Accreditation and Licensing Inspector	05
71060	Safety Inspector Trainee	05
71070	Safety Inspector	06
71077	UCC Building Inspector Trainee	05
71078	UCC Building Inspector 1	06
71080	UCC Building Inspector 2	07
71109	Commissioned Boiler Inspector Trainee	05
71110	Commissioned Boiler Inspector	07
71114	Commissioned Boiler Plans Examiner Variance Reviewer	08
71271	Labor And Contract Compliance Agent	06
71540	Anthracite Underground Mine Electrical Inspector	08
71550	Bituminous Underground Mine Electrical Inspector	08
71570	Blasting Explosives Inspector	07
71580	Surface Mine Conservation Inspector	06
71665	Mine Safety Emergency Response and Training Specialist	08
71680	Anthracite Underground Mine Inspector	08
71690	Bituminous Underground Mine Inspector	08
71700	Industrial Minerals Underground Mine Inspector	08
71715	UCC Elevator Inspector Trainee	05
71716	UCC Elevator Inspector	07

71718	UCC Elevator Plans Examiner Variances Reviewer	08
71750	Aviation Specialist	07
71810	Oil And Gas Inspector	07
74220	Fire and Safety Marshall	05
74240	Airport Fireman	05
74280	Airport Fireman Shift Leader	06
74520	Dog Law Enforcement Warden	05
76103	Fire Academy Instructor	06
93090	Motor Vehicle Program Inspector	05
93160	Automotive Equipment Inspector	06
93240	Aircraft Inspector	07
*S7421	Assistant Fire Marshall	03
*S7551	Industrial Hygienist	06

*Pennsylvania State System of Higher Education class

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

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
04779	Securities Investigator 1	07
04780	Securities Investigator 2	08
06654	Employment Security Audit Investigation Trainee	06
06655	Employment Security Audit And Investigation Specialist	07
23120	Veterans Education Advisor	08
38010	Drug & Alcohol Licensing Specialist	07
38310	Drug Program Specialist 1	06
38320	Drug Program Specialist 2	08
3924A	Health Facility Quality Examiner Nursing	08
3924C	Health Facility Quality Examiner Nutrition	08
3924D	Health Facility Quality Examiner Social Work	08
3924F	Health Facility Quality Examiner Intellectual Disabilities	08
3924G	Health Facility Quality Examiner Psycl Services	08

39500	Medical Assistance Pharmaceutical Programs Exmr	08
39570	Medical Facility Records Examiner	08
39680	Third Party Liability Program Investigator	06
46000	Parole Auditor	07
46030	Parole Agent 1	06
46040	Parole Agent 2	07
46197	Sexual Offenders Assessment Board Investigator	07
46280	Parole Staff Technician 1	05
46281	Parole Staff Technician 2	06
47150	Pardons Case Specialist	08
51110	Domestic Animal Health Inspector	06
51511	Agronomic Products Inspector	07
51519	Food Sanitarian	07
51820	Milk Sanitarian	06
56421	Plant Inspector	07
70308	Professional Conduct Investigator 1	06
70309	Professional Conduct Investigator 2	07
70570	Revenue Enforcement Agent Trainee	06
70580	Revenue Enforcement Agent	07
70805	Intelligence Analyst	07
70810	Special Investigator 1	06
70820	Special Investigator 2	07
70835	Senior Special Investigator OIG	08
70850	Criminal Tax Investigator 1	06
70851	Criminal Tax Investigator 2	07
71840	Welfare Fraud Investigator	06
76197	Emergency Management Watch Officer	07
76198	Emergency Management Specialist	07

**PROFESSIONAL, ADMINISTRATIVE
AND FISCAL UNIT
Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
00810	Descriptive Statistician 1	06
00820	Descriptive Statistician 2	07
01130	Radio Telecommunications Specialist 1	07
01160	Telecommunications Coordinator	06
01170	Telecommunications Specialist 1	07
01510	Information Technology Technician	06
01511	Network Specialist 1	07
01512	Network Specialist 2	08
01517	Information Security Specialist 1	08
01521	Applications Developer 1	07
01522	Applications Developer 2	08
01531	Database Analyst	08
01541	Information Technology Generalist 1	07
01542	Information Technology Generalist 2	08
01554	Web Specialist 1	06
01555	Web Specialist 2	07
01556	Web Specialist 3	08
01600	Information Technology Intern Bachelor	02
01601	Information Technology Intern Associate	02
01605	Information Technology Trainee	06
01606	Information Technology Associate	06
01770	Operating System Programming Specialist	09
02294	LCB Licensing Specialist	06
02340	Liquor Purchasing Agent	06
02654	Quality Assurance Specialist	07
02835	Commodity Specialist	07
03201	Depository Financial Institutions Examiner 1	06
03202	Depository Financial Institutions Examiner 2	08

03206	Non-Depository Financial Institutions Examiner 1	06
03207	Non-Depository Financial Institutions Examiner 2	08
03400	Insurance Company Examiner Trainee	06
03410	Insurance Company Examiner 1	07
03420	Insurance Company Examiner 2	08
03445	Insurance Company Information Systems Examiner	08
03470	Life And Health Insurance Policy Examiner 1	06
03480	Life And Health Insurance Policy Examiner 2	07
03500	Property Casualty Insurance Policy Examiner 1	06
03510	Property Casualty Insurance Policy Examiner 2	07
03535	Medical Malpractice Coverage Specialist	06
03620	Auditor 1	06
03621	Auditor 2	07
03622	Auditor Team Leader	07
03730	Corporation Tax Officer 1	06
03740	Corporation Tax Officer 2	07
03885	Personal Income Tax Specialist	06
03890	Revenue Tax Auditor Trainee	06
03900	Revenue Tax Auditor	07
03910	Senior Revenue Tax Auditor	08
04020	Insurance Company Financial Analyst 1	06
04030	Insurance Company Financial Analyst 2	07
04090	Insurance Company Licensing Specialist	07
04092	Insurance Market Conduct Examiner 1	07
04093	Insurance Market Conduct Examiner 2	08
04095	Senior Insurance Company Licensing Specialist	08
04300	Medical Malpractice Claims Examiner 1	08
04310	Medical Malpractice Claims Examiner 2	09
04321	Insurance Claims Evaluator 1	06
04322	Insurance Claims Evaluator 2	07
05660	Statistical Analyst 1	06
05670	Statistical Analyst 2	07
05680	Statistical Analyst 3	08

05720	Information Writer	06
05729	Alcohol Education Specialist Trainee	05
05730	Alcohol Education Specialist	06
05760	Editor 1	06
06720	Unemployment Compensation Tax Agent	06
07525	Taxpayer Program Development Specialist	07
07560	Tax Appeals Hearing Officer	08
08040	Management Technician	05
08210	Administrative Assistant 1	05
08220	Administrative Assistant 2	06
09310	Correctional Industries Sales and Marketing Representative	07
09421	Real Estate Coordinator General Services	07
15750	Weatherization Specialist 1	06
15760	Weatherization Specialist 2	07
15980	Economic Development Analyst 2	07
16000	Economic Development Analyst 1	06
16260	Housing Redevelopment Analyst 1	06
16261	Housing Redevelopment Analyst 2	07
16579	Recreation And Conservation Advisor 1	06
16580	Recreation And Conservation Advisor 2	07
16585	Recreation and Conservation Advisor Trainee	05
17642	Police Training Education Specialist	07
21901	Retirement System Regional Representative	07
27512	Arts Program Associate	05
28290	Mass Transit Analyst Trainee	05
28300	Mass Transit Analyst 1	06
28310	Mass Transit Analyst 2	07
28320	Mass Transit Analyst 3	08
28410	Planner 1	06
28411	Planner 2	07
28415	Environmental Planner 1	06
28416	Environmental Planner 2	07
38020	Drug & Alcohol Program Analyst	07

38027	Drug Alcohol Program Representative	08
39080	WIC Program Representative	07
39430	Emergency Medical Services Program Specialist	08
39640	Medical Assistance Program Technician	05
39660	Third Party Liability Program Technician	05
40200	Facility Guardian Officer	07
49230	HIPP Operations Specialist	06
70342	Tort Claims Evaluator	07
70510	LCB Licensing Analyst 1	05
7052A	LCB Licensing Analyst 2A	06
7052B	LCB Licensing Analyst 2B	06
76101	Fire Services Education Specialist	07
78400	Criminal Justice System Planner 1	06
78410	Criminal Justice System Planner 2	07
78420	Criminal Justice System Planner 3	08

ENGINEERING AND SCIENTIFIC UNIT
Professional, Non-Supervisory

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
04528	Actuarial Associate 1	06
04529	Actuarial Associate 2	08
04550	Life And Health Insurance Actuary 1	09
04560	Life And Health Insurance Actuary 2	10
04570	Property Casualty Insurance Actuary 1	09
04580	Property Casualty Insurance Actuary 2	10
10410	Landscape Designer 1	06
10420	Landscape Designer 2	07
10670	Municipal Service Specialist	07
10858	Traffic Control Specialist Trainee	06
10859	Traffic Control Specialist	07
10862	Traffic Systems Control Specialist	08

1110A	Engineering Intern Civil	02
1110B	Engineering Intern Air Pollution Control	02
1110C	Engineering Intern Mechanical	02
1110D	Engineering Intern Electrical	02
1110E	Engineering Intern Mining	02
1110F	Engineering Intern Sanitary	02
11119	Civil Engineer Trainee	06
1112B	Civil Engineer Bridges	07
1112G	Civil Engineer General	07
1112H	Civil Engineer Hydraulic	07
1112S	Civil Engineer Structural	07
1112T	Civil Engineer Transportation	07
1113B	Senior Civil Engineer Bridges	08
1113G	Senior Civil Engineer General	08
1113H	Senior Civil Engineer Hydraulic	08
1113S	Senior Civil Engineer Structural	08
1113T	Senior Civil Engineer Transportation	08
11290	Bldg Construction Cost Estimator	07
11600	Transportation Planning Specialist Trainee	06
11670	Transportation Planning Specialist 1	07
11680	Transportation Planning Specialist 2	08
11821	Roadside Specialist 1	06
11822	Roadside Specialist 2	07
12480	Nuclear Safety Specialist	09
12513	Roadway Programs Specialist	06
13300	Architectural Designer Trainee	06
13310	Architectural Designer 1	07
13320	Architectural Designer 2	08
13400	Electrical Engineer Trainee	06
13410	Electrical Engineer 1	07
13420	Electrical Engineer 2	08
13500	Mechanical Engineer Trainee	06
13510	Mechanical Engineer 1	07

13520	Mechanical Engineer 2	08
13600	Mining Engineering Trainee	06
13610	Mining Engineering Specialist	07
13620	Mining Engineer	08
14000	Air Quality Engineering Trainee	06
14010	Air Quality Engineering Specialist	07
14020	Air Quality Engineer	08
14230	Environmental Protection Specialist	07
14310	Radiation Health Physicist 1	07
14320	Radiation Health Physicist 2	08
14510	Environmental Engineering Trainee	06
14520	Environmental Engineering Specialist	07
14530	Environmental Engineer	08
14710	Water Pollution Biologist 1	06
14720	Water Pollution Biologist 2	07
14750	Fisheries Biologist 1	06
14760	Fisheries Biologist 2	07
14810	Soils Scientist 1	06
14820	Soils Scientist 2	07
14900	Geologic Trainee	06
14921	Geologic Specialist	07
14922	Geologic Scientist DCNR	07
14931	Licensed Professional Geologist	08
14932	Senior Geologic Scientist DCNR	08
15070	Environmental Chemist 1	07
15120	Chemist 1	06
15130	Chemist 2	07
15710	Metrologist	07
17161	Residential Real Estate Appraiser	06
17165	General Real Estate Appraiser	07
17171	Real Estate Appraisal Reviewer	08
32080	Laboratory Examiner	07
32410	Microbiologist 1	06

32420	Microbiologist 2	07
34530	Environmental Health Specialist	07
52210	Entomologist 1	06
52220	Entomologist 2	07
52470	Seed Analyst 1	06
52511	Botany Weed Specialist Agriculture	07
54260	Forest Geneticist	08
54410	Forester	06
54800	Environmental Education Specialist	06
54810	Environmental Education Regional Program Coordinator	07
55040	Conservation District Field Representative 1	05
55050	Conservation District Field Representative 2	06
55060	Conservation Program Specialist 1	07
56300	Plant Pathologist	07
62090	Wildlife Biometrician	08
62110	Wildlife Biologist 1	06
62120	Wildlife Biologist 2	07
70171	Workers Comp Accident Illness Prevention Analyst	07
72055	Forensic DNA Scientist Trainee	06
72056	Forensic DNA Scientist 1	07
72057	Forensic DNA Scientist 2	08
72061	Forensic Scientist Trainee	06
72062	Forensic Scientist 1	07
72063	Forensic Scientist 2	08
75110	Sanitarian	06
75260	Radiation Protection Specialist	06
75400	Environmental Trainee	05
75410	Air Quality Specialist	06
75470	Sewage Planning Specialist 1	06
75480	Sewage Planning Specialist 2	07
75610	Water Quality Specialist	06
75810	Solid Waste Specialist	06
75910	Mining Specialist	06

95010	Video Production Specialist	06
96072	Forensic Multimedia Specialist	06

**ATTORNEY GENERAL
CLERICAL, ADMINISTRATIVE AND
FISCAL UNIT
Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
00110	Clerk 1	02
00120	Clerk 2	03
00130	Clerk 3	04
00210	Clerk Typist 1	02
00220	Clerk Typist 2	03
00230	Clerk Typist 3	04
00410	Clerk Stenographer 1	02
00420	Clerk Stenographer 2	03
00430	Clerk Stenographer 3	04
00710	Fiscal Assistant	04
01310	Data Analyst 1	03
01320	Data Analyst 2	04
07010	Legal Assistant 1	04
07020	Legal Assistant 2	05
99022	Witness Relocation Program Technician	05
99025	Financial Enforcement Technician	05
99045	Medicaid Analyst	06
00720	Fiscal Technician	05
02610	Purchasing Agent 1	05
25030	Library Assistant 1	03
25040	Library Assistant 2	04
01720	Computer Programmer 1	05
01730	Computer Programmer 2	06
01740	Computer Programmer 3	07

**PROFESSIONAL, ADMINISTRATIVE AND
FISCAL UNIT
Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
01510	Information Technology Technician	06
08040	Management Technician	05
08210	Administrative Assistant 1	05
08220	Administrative Assistant 2	06
99027	Claims Services Technician	06
99131	Consumer Service Representative, OCA	05
99650	Medicaid Fraud Auditor 1	06
99660	Medicaid Fraud Auditor 2	08

**TECHNICAL SERVICES
Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
96550	Artist Illustrator 1	04
96560	Artist Illustrator 2	05

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

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
70810	Special Investigator 1	06
70820	Special Investigator 2	07
99600	Civil Investigator 1	06
99601	Civil Investigator 2	07
99700	Special Agent 1 Office Of Attorney General	06
99710	Special Agent 2 Office Of Attorney General	08
99711	Senior Special Agent	09

99800	Consumer Protection Agent 1	06
99810	Consumer Protection Agent 2	07
99811	Senior Consumer Protection Agent	08

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

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
70020	Field Investigator	04

**MAINTENANCE AND TRADES
Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
90010	Laborer	02
93000	Tradesman Helper	03
94620	Maintenance Repairman 2	04

**AUDITOR GENERAL
Non-Professional, Non-Supervisory
Clerical Services Unit**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
CK100A	Clerk 1	02
CK200A	Clerk 2	03
CK300A	Clerk 3	04
MC100A	Microfilm Clerk 1	02
MC200A	Microfilm Clerk 2	03
MC300A	Microfilm Clerk 3	04
SA050A	Audit Staff Assistant Trainee	03
SA100A	Audit Staff Assistant 1	04
SA200A	Audit Staff Assistant 2	05

FA100A	Fiscal Assistant	04
FD100A	Forms Designer 1	05
FD200A	Forms Designer 2	06
FT100A	Fiscal Technician 1	05
FT200A	Fiscal Technician 2	06
FT300A	Fiscal Technician 3	07
DA100A	Data Analyst 1	03
DA200A	Data Analyst 2	04
DA300A	Data Analyst 3	05
CO100A	Computer Operator 1	04
CO200A	Computer Operator 2	05
SC100A	Stock Clerk 1	02
SC200A	Stock Clerk 2	03
SC300A	Stock Clerk 3	04
SK100A	Storekeeper 1	04
SK200A	Storekeeper 2	05
AA100A	Administrative Assistant 1	05
AA200A	Administrative Assistant 2	06
AI100A	Automotive Inspector 1	04
AI200A	Automotive Inspector 2	05
BT100A	Building Services Technician	05
DO100A	Duplicating Machine Operator 1	02
DO200A	Duplicating Machine Operator 2	03
DO300A	Duplicating Machine Operator 3	04

Building Services Unit

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
CW100A	Custodial Worker 1	02
CW200A	Custodial Worker 2	03

Fiscal Auditing Unit

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
IA100A	Information Systems Auditor 1	06
IA200A	Information Systems Auditor 2	07
AU050A	Auditor Trainee	04
AU100A	Auditor 1	05
AU200A	Auditor 2 (grandfathered)	07
AU200B	Auditor 2	06
TO100A	Corporation Tax Officer 1	06
TO200A	Corporation Tax Officer 2	07
IT100A	Information Technology Technician	06
DS200A	Distributed Systems Specialist 1	07
DS300A	Distributed Systems Specialist 2	08
AP100A	Applications Developer 1	07
AP200A	Applications Developer 2	08
IT200A	Information Technology Generalist 1	07
IT300A	Information Technology Generalist 2	08

Inspections and Investigations Unit

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
LQ050A	Liquor Store Examiner Trainee	04
LQ100A	Liquor Store Examiner 1	05
LQ200A	Liquor Store Examiner 2 (GRN)	06
LQ200B	Liquor Store Examiner 2	06
PI050A	Public Assistance Invest. Trainee	04
PI100A	Public Assistance Investigator 1	05
PI200A	Public Assistance Investigator 2 (GRN)	07
PI200B	Public Assistance Investigator 2	06

**PENNSYLVANIA HIGHER EDUCATION
ASSISTANCE AGENCY**

**CLERICAL, ADMINISTRATIVE, AND
GENERAL SERVICE UNIT
Non-Professional, Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
00110	Clerk 1	02
00240	Default Prevention Rep 2	04
00250	Default Collector	05
00260	Default Prevention Rep 1	03
01740	Computer Programmer 3	07
08210	Administrative Assistant 1	05
08220	Administrative Assistant 2	06
94610	Maintenance Repairman 1	03
94620	Maintenance Repairman 2	04
UC010	Administrative Support Assoc 1	03
UC011	Administrative Support Assoc 2	04
UC012	Admin Support Assoc Lead	05
UC013	Machine Operator 1	03
UC014	Machine Operator 2	04
UC015	Receptionist	03
UC020	Claims Assoc	05
UC021	Collections Specialist	06
UC030	Customer Service Rep 1	03
UC031	Customer Service Rep 2	04
UC032	Customer Svc Assoc	05
UC033	Customer Svc Lead	05
UC034	Customer Svc Specialist	06
UC035	Cust Svc Qual Assure Assoc	05
UC040	Documents Review Assoc 1	03
UC041	Documents Review Lead	05
UC042	Documents Review Assoc 2	04

UC050	Accounting Assoc 1	03
UC051	Accounting Assoc 2	04
UC052	Accounting Assoc 3	05
UC053	Receipts Assoc 1	03
UC054	Receipts Assoc 2	04
UC055	Receipts QA Specialist	05
UC056	Receipts Specialist	05
UC060	Guarantor Lead	05
UC061	Guarantor Rep 1	03
UC062	Guarantor Rep 2	04
UC070	Technical Service Lead	05
UC071	Technical Service Rep 1	03
UC072	Technical Service Rep 2	04
UC080	IT Assoc 1	04
UC081	IT Assoc 2	05
UC082	IT Assoc Lead	06
UC083	IT Assoc Trainee	03
UC084	Technical Support Assoc 1	04
UC085	Technical Support Assoc 2	05
UC100	Records Assoc 1	02
UC101	Records Assoc 2	03
UC102	Records Assoc 3 - Lead Worker	04
UC103	Records Specialist	05
UC110	SGSP Assistant 1	03
UC111	SGSP Assistant 2	04
UC112	SGSP Specialist 1	05
UC113	SGSP Specialist 2	06

**STATE PUBLIC SCHOOL BUILDING AUTHORITY
CLERICAL AND ADMINISTRATIVE SERVICES
Non-Professional, Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
00110	Clerk 1	02
00130	Clerk 3	04
01320	Data Analyst 2	04
01740	Computer Programmer 3	07
08210	Administrative Assistant 1	05
08220	Administrative Assistant 2	06

**TREASURY
CLERICAL, ADMINISTRATIVE AND
FISCAL UNIT
Non-Professional, Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
T6391	Materials Handler	02
T0010	Messenger	02
T0110	Clerk 1	02
T0120	Clerk 2	03
T0130	Clerk 3	04
T0210	Clerk Typist 1	02
T0220	Clerk Typist 2	03
T0230	Clerk Typist 3	04
T0410	Clerk Stenographer 1	02
T0420	Clerk Stenographer 2	03
T0710	Fiscal Assistant	04
T0715	Fiscal Examiner 1	04
T0725	Fiscal Examiner 2	05
T0720	Fiscal Technician 1	05
T0721	Fiscal Technician 2	06

T1110	Bookkeeping Machine Operator	03
T1310	Data Analyst 1	03
T1320	Data Analyst 2	04
T1410	Data Recording Machine Operator	03
T1520	Tabulating Machine Operator 2	03
T1710	Computer Programming Trainee	04
T1720	Computer Programmer 1	05
T1730	Computer Programmer 2	06
T1800	Computer Operation Trainee	04
T1810	Computer Operator 1	04
T1820	Computer Operator 2	05
T2410	Stock Clerk 1	02
T2420	Stock Clerk 2	03
T2440	Storekeeper 1	04
T2450	Storekeeper 2	05
T3000	Accounting Assistant	04
T3660	Tax Examiner 1	05
T3670	Tax Examiner 2	06
T6015	Customer Service Representative	05
T6050	Claims Examiner 1	04
T6051	Claims Examiner 2	05
T6052	Claims Examiner 3	06
T6053	Researcher 1	04
T6054	Researcher 2	05
T6320	Securities Researcher 1	04
T6340	Securities Researcher 2	05
T6350	Investment Assistant	06
T6410	Automotive Inspector 1	05
T6420	Automotive Inspector 2	06
T7081	Legal Assistant 1	04
T9950	Tax Petition Reviewer	05
T9952	Tax Petition Reviewer 2	07
T9960	Accounting Technician	05

CUSTODIAL UNIT
Non-Professional, Non-Supervisory

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
T8021	Custodial Worker 1	02
T8022	Custodial Worker 2	03

**PROFESSIONAL, ADMINISTRATIVE AND
FISCAL UNIT**
Non-Supervisory

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
T1510	IT Technician 1	06
T1520	IT Technician 2	07
T1521	Applications Developer 1	07
T1522	Applications Developer 2	08
T1541	IT Generalist 1	07
T1542	IT Generalist 2	08
T3610	Field Auditor 1	06
T3620	Field Auditor 2	07
T3630	Field Auditor 3	08
T6650	Auditor 1	05
T6651	Auditor 2	06
T6668	Auditor 3	07
T8210	Administrative Assistant 1	05
T8220	Administrative Assistant 2	06
T9995	Field Representative	06

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

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
00110	Clerk 1	02
00120	Clerk 2	03
00130	Clerk 3	04
00210	Clerk Typist 1	02
00220	Clerk Typist 2	03
00230	Clerk Typist 3	04
00710	Fiscal Assistant	04
00720	Fiscal Technician	05
02610	Purchasing Agent 1	05
07010	Legal Assistant 1	04
07020	Legal Assistant 2	05
G5205	Utility Complaint Interviewer	04
G5990	Regulatory Review Assistant	06

MAINTENANCE AND TRADES

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
90010	Laborer	02

HUMAN SERVICES

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
49070	State Work Program Trainee	01
49080	Public Services Trainee For Clerical Services	01

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

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
G5102	Railroad Safety Inspector	06
G5120	Railroad Communications & Signal Safety Inspector	07
G5211	Utility Termination Investigator	05
G5212	Utility Complaints Investigator 1	06
G5213	Utility Complaints Investigator 2	07
G5258	Water Complaints Specialist	07
G5310	Gas Safety Inspector	07
G5320	Utility Meter Standards Tester	05
G5410	Public Utility Enforcement Officer	06

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

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
1113G	Senior Civil Engineer, General	08
1113G	Civil Engineer, General	08
14000	Air Quality Engineering Trainee	06
14510	Environmental Engineering Trainee	06
G2000	Fixed Utility Valuation Engineer Trainee	06
G2001	Fixed Utility Valuation Engineer 1	07
G2002	Fixed Utility Valuation Engineer 2	08
G2003	Fixed Utility Valuation Engineer 3	09
G2005	Mgmt. Efficiency Review Engineer 1	08
G2006	Mgmt. Efficiency Review Engineer 2	09
G2100	Water & Sewage Utilities Engineering Services Specialist	09
G2110	Gas Utilities Engineering Services Specialist	08
G2120	Communications Utilities Engineering Services Specialist	08
G2130	Electric Utilities Engineering Services Specialist	08
G2400	Bridge Crossing Engineer	08

G5140 Railroad Engineering Services Specialist 08

PROFESSIONAL, ADMINISTRATIVE AND FISCAL

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
01510	Information Technology Technician	06
01511	Network Specialist 1	07
01512	Network Specialist 2	08
01521	Applications Developer 1	07
01522	Applications Developer 2	08
01541	Information Technology Generalist 1	07
01542	Information Technology Generalist 2	08
01605	Information Technology Trainee	06
05720	Information Writer	06
08210	Administrative Assistant 1	05
08220	Administrative Assistant 2	06
G1000	Fixed Utility Financial Analyst Trainee	06
G1001	Fixed Utility Financial Analyst 1	07
G1002	Fixed Utility Financial Analyst 2	08
G1003	Fixed Utility Financial Analyst 3 Non-Supervisory	09
G1100	Public Utility Auditor Trainee	06
G1101	Public Utility Auditor 1	07
G1102	Public Utility Auditor 2	08
G1103	Public Utility Auditor 3	09
G1106	Management Efficiency Review Auditor 1	08
G1107	Management Efficiency Review Auditor 2	09
G1302	Transportation Financial Analyst 2	07
G3100	Transportation Application Specialist Trainee	06
G3101	Transportation Application Specialist	07
G3300	Public Utility Technical Writer 2	06
G3301	PUC Citation and Order Writer	06
G3401	PUC Compliance Specialist 1	06

G3402	PUC Compliance Specialist 2	07
G4001	Utility Energy & Conservation Analyst 1	07
G4002	Utility Energy & Conservation Analyst 2	08
G4003	Utility Energy & Conservation Analyst 3	09
G4401	Consumer Research Analyst 1	06
G4402	Consumer Research Analyst 2	07

PENNSYLVANIA GAMING CONTROL BOARD
Professional, Non-Supervisory Unit

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
C7014	Licensing Analyst	05
C7016	Auditor/Financial Examiner	06
C7019	Investigator	07
C7032	Electronics Engineer	08
C7040	Statistician	08
C7046	Forensic Accountant	08
C7054	Investigative Analyst	06
C7059	Licensing Analyst – Enterprise Licensing Unit Group	06
C7069	Gaming Operations Liaison	08
C7084	Casino Compliance Representative 1	06
C7090	Technical Field Representative	07
C7110	Auditor	06
C7111	Senior Auditor	08
C7112	Compliance Examiner	05
C7113	Casino Compliance Representative 2	07

Non-Professional Unit

CLASS CODE	CLASS TITLE	PAY SCALE GROUP
C7003	Executive Secretary	05
C7005	Administrative Assistant	04
C7012	Paralegal	06
C7045	Procurement Specialist	05
C7070	Licensing Technician	05
C7086	Applications Developer	08
C7099	Information Technology Generalist	07
C7117	Diversity Compliance Examiner	06
C7121	Information Technology Support Specialist	08

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	Butler
Scranton	Norristown
Wilkes-Barre	MAGLOCLEN
North Huntingdon	
State College	

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 Medicaid Fraud Auditors I and II shall be statewide.

AUDITOR GENERAL

Furloughs & Promotions

As shown in Appendix N

BANKING AND SECURITIES

Furloughs & Promotions

1. Office of the Secretary
2. Depository Institutions Deputate
3. Non-Depository Institutions Deputate
4. Securities Deputate
5. 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)
2. Forestry Districts (20)
3. Penn Nursery
4. Regional Park Offices (4) (Including Bureau of Facility Design and Construction) in Park Region 1 includes Elk Country Visitor Center staff
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 1 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 A1/A2 personnel)
10. Pottsville (all Bureau of Abandoned Mine Reclamation personnel at Rausch Creek and A1/A2 personnel)
11. Greensburg (only A1/A2 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 A1/A2 personnel)
13. Pottsville (all Bureau of Abandoned Mine Reclamation personnel at Rausch Creek and all A1/A2 personnel)
14. Greensburg (only A1/A2 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 A1 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 | <ul style="list-style-type: none"> Game Farms (4) Training Schools | <ul style="list-style-type: none"> Howard Nursery Water Fowl Areas |
| <ol style="list-style-type: none"> 4. Statewide B1, B2, B4 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

B. 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

C. 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

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
PennSafe
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

1. Field Personnel
 - Professional, Administrative and Fiscal Unit (Excluding Bureau of Audits)
 - Inspection, Investigation and Safety Unit Professional and Non-Professional
- A. Territory A
 - Offices
 - Clearfield, Johnstown
 - Counties
 - Bedford, Cambria, Clearfield, Somerset, Blair, Centre, Fulton, Huntingdon, Mifflin, Armstrong, Clarion, Indiana, Jefferson
- B. Territory B
 - Offices
 - Greensburg, Pittsburgh
 - Counties
 - Allegheny, Fayette, Greene, Washington, Westmoreland

C. Territory C

Office

Erie

Counties

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

D. Territory D

Offices

Sunbury, Scranton, Wilkes-Barre

Counties

Bedford, Clinton, Lycoming, Sullivan, Tioga, Columbia, Juniata, Montour, Northumberland, Snyder, Union, Luzerne, Wyoming, Lackawanna, Monroe, Pike, Susquehanna, Wayne

E. Territory E

Offices

Bethlehem-Lehigh Valley, Reading

Counties

Carbon, Schuylkill, Berks, Lehigh, Northampton

F. Territory F

Offices

Chester, Norristown, Philadelphia

Counties

Philadelphia, Chester, Delaware, Montgomery, Bucks

G. Territory G

Offices

Harrisburg (Includes II&S employees located at headquarters)

Counties

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

NOTE: The seniority unit for the Professional, Administrative and Fiscal Unit in the Bureau of Audits for furlough and promotion purposes is by each of the respective Audit Regions (Philadelphia, Allentown, Erie, Scranton, Pittsburgh and Altoona). Revenue Tax Auditors and Criminal Tax Investigators assigned to Harrisburg headquarters are by headquarters' seniority unit.

2. Field Personnel

Clerical, Administrative and Fiscal Unit (Promotion and Furlough)

A. Territory 1

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 A1 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 A-2 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 and 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 Development
Historical & Museum Commission
Probation & Parole
Governor's Office
PA Municipal Retirement System
State Employees' Retirement System
Public School Employees Ret. 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 the by 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 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 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 Master Agreement seniority 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 order for training to be most effective, unnecessary breaks or delays in the continuity of training should be avoided. Therefore, at such time as an employee begins training on a specific piece of equipment, the Employer will attempt to complete the training within 30 work days from the first day of training. If unanticipated reasons prevent this from occurring, it is required that the Local Union President be notified of the reasons and the anticipated completion date of the training. All employees, upon completion of training, shall be tested for certification within 30 work days. Employees who pass the test will be certified immediately.

In the Department of Transportation, a training committee consisting of two bargaining unit employees per Engineering District and appropriate Union and Management representatives shall meet in Central Office semi-annually to discuss training issues. One of the meetings shall deal with Transportation Equipment Operator issues only, and the second with other types of training. 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 bargaining unit representatives and a tentative agenda for discussion.

The Department of Transportation agrees to notify the appropriate local President of any Transportation Equipment Operators or Automotive/Diesel Mechanics selected for training in their occupational specialty, in advance of the training. The subject of notification of all other types of training shall be the subject of meet-and-discuss sessions at the local level.

In-Service Training

In-service training that is required by the Employer is included in hours of work. Where such training is conducted at other than the employee's normal work site, the present department or agency practice with regard to travel time for such training shall remain in place for the life of this agreement.

Appropriate familiarization/orientation training will be provided to all employees upon request prior to assigning them to operate equipment they are unfamiliar with. The Employer shall upon request provide proper on-site training in the use of all power hand tools before employees are assigned to operate such tools.

Existing Commercial Driver's License training materials will be made available to employees upon request at each work site. Employees will be permitted to use available equipment at Department of Transportation test sites to take tests for Commercial Driver's Licenses.

Department of Conservation and Natural Resources Maintenance Personnel Training

Maintenance personnel may request training in the areas of fire fighting, search and rescue, CPR, and basic first-aid. Requests for training shall be granted based on the Employer's operational requirements and the availability of training slots. At least 25% of available training slots will be reserved for Maintenance and Trades personnel who have made such requests.

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

- I. 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 collective bargaining agreements.
 - B. Assignments to those crews listed above will be made by posting paving, surface treatment, and guide rail crews 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 most senior

qualified employee from among the applicants from the classification determined by Management to be needed for the position shall be assigned to the crew. Employees selected for specialized crew assignments will be permitted to bid for the stockpile to which they wish to be assigned while not on a specialized crew. Only vacancies will be posted unless the entire crew is disbanded in which case the entire crew shall be posted and bid annually in February.

- C. Employees assigned to the listed county-wide specialized crews shall serve a probationary period of thirty 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 during the second and subsequent consecutive specialized crew assignments on the same crew(s). 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 senior 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 in the inverse order of seniority from among those employees who possess the requisite skills and abilities.
- E. Seniority for the purpose of this provision shall be Master Agreement seniority.
- F. The provisions of this agreement will be controlling and binding upon the parties unless 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, employees 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.

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.

Assignment of Equipment

Equipment will be assigned on a fair and equitable basis, taking into consideration the classification seniority standing of the Transportation Equipment Operators/Equipment Operators at the work site, the certifications held by the operators, and variables relating to individuals and equipment. While the efficiency of the operation will remain of paramount importance in the assignment of personnel to equipment by the Employer, equipment shall not be assigned in a manner that is punitive or inconsistent with the provisions of Article 31.

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.

Notification of Absence

Notification to the immediate supervisor or any other individual designated by the Employer shall be considered notice in the event illness or any other situation requires the employee's absence from work. 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. For employees in the Department of Transportation, in the event it is a toll call for the employee, the Employer agrees to accept the call collect.

Certified Auto Mechanics

A certified inspection mechanic shall not be required by the Employer to place an inspection sticker upon a vehicle which does not conform with the Motor Vehicle Code. No

mechanic shall be subject to discipline for refusing to place an inspection sticker upon a vehicle that cannot legally pass inspection. The Employer agrees to meet and discuss on the impact and application of legislation effecting Auto Mechanics that may be enacted during the term of this Agreement. The Employer agrees to store inspection stickers in a secure location. Mechanics will not be held responsible for the security of inspection stickers until the inspection stickers are issued to them.

Working Environment

It shall be the duty of the Employer to remedy all unsafe or unhealthy conditions within a reasonable time after notification by the Union of the existence of such conditions. When the Employer determines that employees are exposed to unsafe or unhealthy conditions during remodeling or construction, the affected employees will be reassigned to a safe and healthy work site within their seniority unit and geographic area. Alleged violations of these provisions may be processed in accordance with the provisions of Article 38, Grievances and Arbitration/Accelerated Grievance Procedure.

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.

Game Commission work crews will be provided with ice water at the start of each work day. The Employer shall not be responsible for replenishing ice water during the work day. Each Game Commission work crew will be issued a five gallon water container for the crew's use during the work day.

Department of Transportation Compensatory Time

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

The 45 day period referred to in those Master Agreement 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 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 120-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.

Joint Classification Committee

The Commonwealth agrees to form a joint labor-management committee to determine if a study should be conducted of certain classifications covered by the Maintenance and Trades Unit Appendix.

Transportation Safety Committees

In the Department of Transportation, a safety committee consisting of two bargaining 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, and provide a list of bargaining unit representatives and a tentative agenda for discussion.

A safety committee shall also be established in each County Maintenance District and each Engineering District which shall meet periodically to discuss specific safety policies, procedures, and problem areas. In addition to the participation of such Management and Union representatives as are appropriate, the Union shall be entitled to select and the Employer shall provide administrative leave to one employee to sit on each county safety committee and one employee per county to sit on each Engineering District safety committee. It shall be the responsibility of the Union to provide the Department with a list of participating employees and, when appropriate, a tentative agenda for discussion. Any dispute arising from these committees shall be submitted to a committee comprised of a representative from the Office of Administration, AFSCME, Council 13 and the Department.

Safety Equipment

The Employer shall not require employees to operate unsafe motorized equipment or to take out on the streets, highways, or Commonwealth owned property any vehicle or piece of motorized 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 Agreement 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 so that it cannot be used by other drivers 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 Shotgun Riders

In planning assignments of helpers to trucks during snow and ice control operations, due consideration is to be given to the safety of the operator and of the traveling public.

County Maintenance Managers or their Assistant County Maintenance Managers after consultation with the foreman when possible, may assign helpers to trucks during snow and ice control operations, under storm conditions or in areas of work where a helper will contribute to the safety of the operator and traveling public. When making equipment operator assignments for various types of storm conditions, the County Maintenance Manager shall assign one operator to graders and loaders.

When assigning operators to equipment, County Maintenance Managers or their Assistant County Maintenance Managers will consider the need for relief crews during an extended storm.

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 Article 29, Section 11 of the Master Agreement.
- 3) In recognition of the Department's need for scheduling flexibility during the winter operations period, the provisions of Article 6, Sections 5 and 7 of the Master Agreement 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 Article 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 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 Article 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 Article 6, Sections 5 and 7.
- 9) Unless agreed to at the local level, the Department will not expand scheduling of temporary Transportation Equipment Operators on weekends beyond those counties where such weekend scheduling existed during the 1987-88 winter season.

Transportation Summer Reporting Site Assignments

Prior to the commencement of each summer work season, the Department will determine its summer-schedule operational/staffing needs and designate the location of each reporting site (stockpile, office, or satellite) and the number of full-time B level equipment operators, full-time A level equipment operators, and other full-time personnel (by classification) required at each reporting site.

Employees will select, consistent with the Department's staffing needs, the summer season reporting site to which they wish to be assigned in the following sequence:

1. Transportation Equipment Operator B's will select, based upon seniority, the reporting site to which they wish to be assigned.
2. Transportation Equipment Operator A's will select, based upon seniority, the reporting site to which they wish to be assigned.
3. Highway Maintenance Workers will select, based upon seniority, the reporting site to which they wish to be assigned.

It is understood the Department's need to have an equipment operator certified on a specific piece of equipment assigned to a specific reporting site will take precedence over the above-stated assignment provisions. To fill this need, if it is necessary to assign an employee to a specific reporting site, the least senior employee in the required classification who is certified to operate the piece of equipment needed will be assigned.

Reporting site assignments may be changed by the Department to accommodate changes in staffing requirements. If the change is expected to remain in effect for the remainder of the summer season, the reassignment will be made after posting notice for five (5) calendar days at the reporting site from which an employee is to be reassigned. The most senior qualified bidding employee in the requisite classification will be reassigned. If no qualified employee in the requisite classification bids, the least senior such employee will be reassigned. The reporting site to which the employee is reassigned will become the employee's new reporting site. No travel time will be paid since the new reporting site will become the employee's regular reporting site.

Seniority for purposes of this provision shall be Master Agreement seniority.

Transportation Summer Reporting Site Locations

Prior to the commencement of each summer work season, those County Maintenance Organizations which intend to change the number and location of reporting sites to be used for the upcoming work season will meet and discuss at the local level. All recommendations presented by the Union will be given due consideration before any proposed changes occur.

If the parties are unable to agree at the local level, the County Maintenance Organization will submit their recommendation to the Bureau of Maintenance and Operations for review and

approval. Prior to issuing a final decision, the Department agrees to review the matter with Council 13. No change can be implemented at the local level until authorized by the Bureau of Maintenance and Operations.

Legitimate operational reasons shall serve as the only basis for changing the number and location of reporting sites in an individual County Maintenance Organization. If the Union alleges that anti-union animus is the basis for the change in reporting site numbers and location, a grievance may be filed directly to the Joint State Committee. If such a decision results in a deadlock, the issue may be appealed to arbitration. No change shall be implemented in that County Maintenance Organization until a final decision is rendered.

For the purposes of this Appendix, a reporting site in the Department of Transportation shall be defined as a stockpile, office, or satellite.

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 Article 20, Section 5 of the Master Agreement.

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 Master Agreement seniority, the stockpile to which they wish to be assigned. After stockpile assignments have been made, employees may indicate their shift preference based upon Master Agreement seniority. In making stockpile and shift assignments, preference shall be made on a seniority basis unless an Equipment Operator certified on a specific piece of equipment is needed at a specific stockpile.
2. Stockpile Reassignments - During the winter season, if a vacancy on a crew occurs or the Employer determines that a change in crew size or classification make up 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 accomplish non-snow removal activities. In addition, employees may be temporarily reassigned for snow removal activities when a shortage of operators exists at a stockpile or the need for an operator certified on a specific piece of equipment exists. For assignments of five days or less, the least senior qualified employee in the classification on the shift at the stockpile will be transferred. When such temporary assignments exceed five days' duration, the Employer will first seek to obtain volunteers. In the event of no volunteers or insufficient volunteers, the Employer may assign the least senior employee(s). It is further agreed that 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 operator of another class may be used when:
 - a. the employee in the appropriate class would be entitled to double time;
 - b. all operators 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 operators in the appropriate class have already operated for 12 consecutive hours.

4. Mandatory Assignments

- a. 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).
- b. While it is understood that employees are required to be available for mandatory or unscheduled overtime associated with general overtime call-outs, an employee who is unavailable for such call-outs will not be disciplined in a manner that is arbitrary or capricious.

Winter Operator Out-of-Class Pay

Transportation Equipment Operator A's (TEOA) assigned to perform B level work during the Winter Season shall be compensated at a special out-of-class rate equivalent to the appropriate Transportation Equipment Operator B rate (4 steps), for all out-of-class days worked.

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 for 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 agreed and 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 agreement, 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 3.a. 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 Article 20, Section 5.

Transportation Operators

Current Department of Transportation Highway Maintenance Workers who are certified on truck and loader and who are willing and able to operate said equipment, will be promoted to the Transportation Equipment Operator A classification provided they possess a current Commercial Driver's License.

Promoted employees shall serve a six month promotional probationary period as provided for in Article 29, Section 13 of the Master Agreement.

Current permanent Department of Transportation Highway Maintenance Workers who are not certified on truck and loader, but are willing to operate said equipment, will be placed into the Transportation Equipment Operator Trainee classification upon receipt of a Commercial Driver's License learner's permit. Employees placed in these classifications shall serve a six-month reassignment probationary period and the provisions of Article 28, Section 1, shall not be applicable if an employee is returned to the Highway Maintenance Worker classification within that period for failure to successfully complete the probationary period. Upon receiving the appropriate equipment certifications and successfully completing the reassignment probationary period, the Trainee will be promoted to the Transportation Equipment Operator A classification. Employees so promoted shall be required to serve a promotional probationary period as provided for in Article 29, Section 13 of the Master Agreement.

Following each quarter, out-of-class work records of employees in the Equipment Operator A Classification will be reviewed to determine if any employee has performed out-of-class work

for at least one hundred and thirteen (113) full days at the Transportation Equipment Operator B Level during the last four quarters. Where an employee has performed such work, the County Maintenance Organization will post an appropriate vacancy, and fill said vacancy in accordance with Article 29 of the Master Agreement. Out-of-Class work performed while employees are in the Equipment Operator Trainee Classification shall be excluded from the calculations required by this provision. 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.

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 Master Agreement 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 Agreement 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 Article 23 (Standby Time) of the Master Agreement, and all provisions of Article 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 Seniority

The provisions of the Master Agreement will be modified to the extent that Master Agreement Seniority will be used for all purposes by Department of Transportation employees covered by this Appendix. Classification Seniority will no longer be maintained for Department of Transportation employees covered by this Appendix.

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, Article 8, Section 2, of the Master Agreement 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.

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 Article 43 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 bargaining units (other than Maintenance and Trades) from the provisions of Article 43.

Department of Transportation - Tunnel Maintainers and Tunnel Electricians

This Section shall apply to all non-supervisory Tunnel Maintainers and Electricians 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 & 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.

Transfers

Department of Transportation, Fish and Boat Commission, and Department of Human Services employees desiring to transfer to a position outside their current seniority unit, but in the same classification they currently hold, may submit requests on an annual basis. Employees desiring to submit transfer requests must submit their requests to their personnel officer post marked no later than February 15th each year. All requests will be purged at the end of each year. Copies of the requests will be furnished to AFSCME Council 13 upon request.

When the Employer deems it necessary to fill a vacancy, and there are no seniority claims to the vacancy being filled, all transfer requests will be considered. Transfer requests will not be denied for reasons that are arbitrary or capricious.

Denials of transfer requests shall be grievable in the appropriate grievance procedure, but shall not be arbitrable.

Human Services Hours of Work

Employees whose work schedules are 5 out of 7 or 10 out of 14 in the Department of Human Services who are scheduled to work and do work more than eight consecutive days or more than two consecutive weekends shall be paid at 1.25 times 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 scheduled 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 Agreement, 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 agreement for the same hours worked.

DCNR and DEP Meal Expenses

A Department of Conservation and Natural Resources and the Department of Environmental Protection employee 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 the 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, that the construction work site must be 15 miles from the employee's home.

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

DCNR Call Time

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.

DCNR Topographical Maps

Existing maps and diagrams showing underground cables, water shut-offs, and other pertinent maintenance information will be made available to maintenance personnel at each work site to assist them in performing their jobs more efficiently and safely.

Meal Allowance

The Employer agrees to reimburse all employees on community assignment with patients/residents when they travel off grounds in accordance with the appropriate expense regulations for the number of meals the employee would have received had the employee remained at the institution. In Human Services, when an employee is required to take patients/residents out of the institution over a meal period and a packed meal is provided for the patient/resident the employee will be provided with a similar meal.

Fish and Boat Commission Meal Expenses

An employee transporting fish for stocking who works at least two hours past the employee's scheduled quitting time and who travels at least 50 miles from both his residence and headquarters will be reimbursed up to \$10.25 for the cost of meals obtained during the employee's initial ten hours of work. The employee shall also be reimbursed for the cost of meals up to \$6.50 for half or more of each additional six-hour period spent in the travel assignment.

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

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.

Game Commission Portable Radios

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

Department of Labor and Industry Meal Expenses

Department of Labor and Industry, Bureau of Blindness and Visual 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.

Essential Employees

The Employer agrees to notify the Union of the classifications in this bargaining unit by Agency deemed essential and which would be required to work at times when other Commonwealth employees are excused from work.

Unsafe/Illegal Assignments

Under no circumstances will an employee of any agency be required or assigned to engage in any activity involving dangerous conditions of work, or danger to person or property, where such danger is not an anticipated part of the normal and expected responsibilities and risks of the jobs in question.

Employees will not be required or assigned to engage in any activity in violation of applicable statutes or court orders, or any government regulations relating to safety of person or equipment. This provision shall apply to all agencies except the Department of Transportation, which is covered separately by the Dangerous Conditions Provision of this Appendix.

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 Agreement.

APPENDIX F **CLERICAL, ADMINISTRATIVE, AND FISCAL UNIT**

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.

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.

Travel Time

Employees who are required to travel between 25 miles 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 travel time in each direction.

Employees who are required to travel between 50 miles 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.

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.

Labor-Management Committees

Labor-Management committees at the agency/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 discussion. The Employer will establish, at the conclusion of the meeting, a time frame for a timely response to the Union with regard to the recommendations discussed during the meeting. It is understood that different issues may have a different time frame for response. Management will attempt to issue a full response to all issues raised through the meet and discuss process within thirty working days from the date all necessary information has been exchanged on specific issues. If a full response cannot be issued within that time frame, an interim response will be issued during the thirty working day time period. Either party may request an extension of the time frame. After consideration of the Union's recommendations, the Employer will also implement whatever action it deems appropriate, if any.

Unless otherwise agreed, Department of Transportation Clerical, Administrative and Fiscal Bargaining Unit members will not be required to meet in conjunction with other AFSCME represented members.

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 Article 29, Section 4 of the Master Agreement, many Commonwealth agencies post a brief job description of the vacant positions 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 Bargaining Unit under the procedures specified in Sections 5 and 6 of Article 29 of the Master Agreement, or (2) working employees out of classification within the Clerical, Administrative and Fiscal Bargaining Unit under the provisions of Article 27, Section 3 of the Master Agreement, the Employer, upon written request from the appropriate Local Union President or designee, shall provide the name of the person 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 11 of Article 35.

Training

The parties agree employees in classifications covered by this Appendix shall not be expected to train Managers or Supervisors in the performance of managerial and supervisory duties for extended periods of time. This provision is not to be construed to prevent Managers or Supervisors from observing, questioning or reviewing the work practices, procedures, or performance of employees or where necessary, carrying out the functions and programs of the Employer.

The parties also recognize an employee covered by this Appendix may need some on-the-job training that can only be acquired from other employees covered by this Appendix. However, such employee assignments shall be made subject to management's responsibility to maintain efficient operations and should not be routinely performed for extended periods of time. This

section shall not be construed so as to prevent an employee in classifications covered by this Appendix from training for the purpose(s) of illustrations, lending an occasional hand and/or in emergency situations. The appropriate forum for incidents which are inconsistent with this principle shall be labor-management committee meetings under Section 8 of Article 35. Upon request of the union, an agency-level labor-management meeting shall be held for the purpose of discussing issues not resolved by the local meeting.

Where employees covered by this Appendix are assigned to develop and/or conduct formalized training sessions, those employees shall be paid 45 cents above their hourly pay rate in effect at the time of the assignment for all hours spent developing and/or presenting such training.

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. Before any VDT equipment/furniture 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 equipment/furniture purchasing issues. Any purchasing decisions will be made by the Employer in accordance with Article 2, Sections 1 and 2.

Intermittent Clericals

The letter of agreement between the Bureau of Labor Relations and Council 13 concerning Intermittent Clerical employees in the Department of Labor and Industry shall remain in effect.

Hearing Stenographers

The letter of agreement between AFSCME and the Commonwealth concerning Hearing Stenographers in the Department of Labor and Industry shall remain in effect.

APPENDIX G **HUMAN SERVICES 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 1¼ 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 Agreement, 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 Agreement for the same hours worked.

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

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 bargaining 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 Article 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:

- a) 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 Article 11, Section 5 of the Master Agreement. In the event that more requests are received on the same day than can be approved, the employee with the greatest Master Agreement seniority shall be given a choice of leave.
- b) 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 Agreement.

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 Article 35, Section 8.

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 employee may appeal through the contract grievance procedure contained in the Master Agreement, 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.

Employees of the Health Department classified as Licensed Practical Nurses, Public Health Assistants, or Public Health Dental Hygienists 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 assignments require 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. This allowance for subsistence requires no receipt or other accounting. However, it is not a flat allowance 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.

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 Union may process to arbitration such safety grievances initiated under any of these procedures in accordance with the requirements of the respective 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 agreement. The expiration date of a written resolution may be a date other than the expiration date of the Master Agreement.

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, the Employer and the Union agree to meet and discuss concerning training of employees. A joint labor-management committee shall be established to accomplish this in Corrections, Military and Veterans' Affairs, Labor and Industry and individual program offices, i.e. ODP, OMHSAS, OCYF within DHS to review 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 if any, for any Human Services 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 Article 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 employees 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 Article 39, Section 2.

Transportation

The Employer agrees within 30 days of the effective date of this agreement 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 in obtaining a 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 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 accumulation 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 personnel officer and/or designee shall meet with the local Union president 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 personnel officer and/or designee shall meet with the local Union president 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 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 2a in 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 Agreements

- a. Equalization units may be changed by written agreement of 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. After a period of 45 days from the date of the request to submit the unresolved issue to the committee, either party can request that an unresolved equalization unit issue be submitted to an arbitration panel. The arbitration panel shall consist of one Union staff member, one staff member of the department, and one impartial arbitrator jointly selected by the parties.
- b. If a grievance arises over equalization of overtime based on actions taken by the Employer prior to the date of an agreement or an arbitration award establishing the applicable equalization unit, an arbitrator shall not award back pay to an employee due to the Employer's use of the incorrect equalization unit for the equalization of overtime.
- c. Written local agreements concerning equalization units presently in existence shall continue subject to the expiration provisions in each local agreement. All such agreements 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 agreement is not reached on an equalization unit and if neither party requests arbitration, 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 Agreement 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 agreements 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 Master Agreement seniority.

Section 8. Sections 1 through 7 above supersede Article 20, Section 5 of the Master Agreement.

APPENDIX H **TECHNICAL SERVICES UNIT**

Travel Expenses

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

The travel headquarters for Field Construction Inspectors assigned to construction project sites will not be changed during the life of the current collective bargaining agreement.

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 Department of 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 in the Department of General Services decides to move outside the district, travel time and mileage will not apply until he reaches the Geographical Border of the assigned county or the district he 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 Inspectors 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 Inspectors 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 be negotiated 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 Bargaining 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 Master Agreement seniority shall be the first to be reassigned from the classification selected for reassignment; 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 Bargaining 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. Upon such referral to the Bureau of Labor Relations, arrangements shall be made to submit the matter to binding arbitration. Such arbitration shall be placed in an expedited procedure.

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 Agreement 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 Agreement 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 bargaining 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 Agreement 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 bargaining unit which are posted in accordance with Article 29, Section 4 of the Master Agreement. 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.

APPENDIX I
INSPECTION, INVESTIGATION AND SAFETY 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 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. 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

Department of Environmental Protection

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 office space and telephone service:

- 71690 Bituminous Underground Mine Inspector
- 71680 Anthracite Underground Mine Inspector
- 71580 Surface Mine Conservation Inspector
- 71810 Oil and Gas Inspector
- 71540 Anthracite Underground Mine Electrical Inspector
- 71550 Bituminous Underground Mine Electrical Inspector
- 71700 Industrial Minerals Underground Mine Inspector

Department of Labor and Industry

Safety Inspector Trainees (71060) and Safety Inspectors (71070) in the Department of Labor and Industry will receive a monthly stipend of \$50.00.

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.

Airport Fireman

The Employer will continue to review the programs presented by the American Association of Airport Executives for Aircraft Rescue and Fire Fighters (ARFF). In addition, the Employer will also entertain employee requests to review other applicable training programs offered by qualified training sources. If management determines the seminar program is educational for the majority of the Airport Firemen, consideration will be given to sending at least one Airport Fireman. This employee would be required to share the contents of the seminar with other Firemen in a manner and at times mutually agreed upon between the Employer and the employee.

Airport Firemen who obtain Emergency Medical Technician (EMT) certification shall receive a one step increment upon providing proof of current EMT certification. The effective date for the one step increment shall be the first day of the first full pay period following the date the employee provides proof of EMT certification to the Employer. Employees shall be required to maintain EMT certification in order to continue to be eligible for the one increment differential.

Driver License Examiners

The Commonwealth agrees that Drivers License Examiners who must obtain a Commercial Drivers License (including endorsements) in order to perform their duties with respect to testing drivers will not be responsible for the cost of this license over and above the cost of their Pennsylvania Drivers License provided they use the Commercial Drivers License (and required endorsements) for testing purposes only.

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.

Safety Equipment/Work Shoes

Dog Law Enforcement Wardens (74520) and Weights Measures Inspector (70420) in the Department of Agriculture who have been in active pay status at least 200 aggregate working days will be reimbursed up to \$75.00, upon presenting a receipt, for one pair of safety/work shoes. Payment will be on an annual basis as of July 1 of each year.

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 classifications will receive an annual uniform allowance of \$100.00.
 - 70570 Revenue Enforcement Agent Trainee
 - 70580 Revenue Enforcement Agent
 - 74240 Airport Fireman
 - 74280 Airport Fireman Shift Leader
 - 76103 Fire Academy Instructor
 - 70751 Motor Carrier Enforcement Officer
 - G5410 Public Utility Enforcement Officer
 - 71040 Driver License Examiner
- b. The allowance provided for in a. above will be payable no later than September 30 of each contract year. If an employee has been in active pay status for an aggregate of less than 200 working days during the preceding contract year, 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 Article 20.

- c. Dog Law Enforcement Wardens (74520) 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.

Notification of Vacancies

The Employer agrees to send vacancy notices to the homes of any employee in this unit who has seniority rights to a position as outlined in Article 29, Sections 5 and 6 and Management Directive 515.4 provided they do not regularly report to an office at least once per week. The Employer also agrees to send a copy of the vacancy posting to the local Union President provided the Union has provided the name and address of the Local Presidents and geographic areas covered to the Office of Administration, Bureau of Labor Relations. The name of the person selected to fill the vacancy will be sent to the Local President, or, if a decision is made not to fill the vacancy, notice will be sent to the Local President advising of this.

Motor Carrier Enforcement Officer

The State Police will meet and discuss on the issue of additional training.

Hours of Work

Department of Agriculture

The Hours of Work for employees who work at the Horse/Harness Race Tracks, West Chester Equine Toxicology and Research Laboratory, and the Farm Show Complex will be scheduled in accordance with past practice.

Board of Probation and Parole

The Hours of Work for Parole Agents 1 and 2 will be governed by the side letters between the Office of Administration and AFSCME, Council 13 dated September 8 and 15, 1987.

Department of Revenue

The Hours of Work for District Lottery Representatives in each of the six Area Lottery Offices will be governed by the April 19, 1991 side letter between the Department of Revenue and AFSCME, Council 13. If the pilot project is terminated by either party, the hours of work for these employees will be governed by the provisions of Article 6 of the Master Agreement.

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 Article 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 Inspectors and Deep Mine Rescue and First Aid Instructors 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.

Emergency Response Teams - Department of Environmental Protection

Department of Environmental Protection employees in the Inspection, Investigation and Safety bargaining unit (G-1) shall be eligible to bid on open Emergency Response Team (ERT) slots. Nothing in this section shall obligate the Employer to create additional ERT slots or award open ERT slots to bidding Inspection, Investigation and Safety unit (II & S) employees.

In the event an II & S employee is awarded an ERT slot, they shall be subject to the same provisions/minimum requirements for maintaining team membership outlined in the Engineering and Scientific bargaining unit (B-4) Appendix J.

APPENDIX J **PROFESSIONAL, ADMINISTRATIVE AND FISCAL UNIT**

Expense Accounts

The present policy and practice relating to the payment of expense accounts shall remain the same.

All expense checks will be sent out no later than one month from the date of receipt of the travel expense voucher in the Comptroller's Office. The Comptroller may issue an advance payment when this time frame is not met.

Employees may receive advances in accordance with Section 3 of the Commonwealth's Travel Expense Regulations. If an employee submits a request for cash advancement six weeks in

advance of the assignment; and they have reconciled any previous advancements through submission of the travel expense voucher; and provided sufficient funds exist in the agency's advancement account to cover the amount of the advancement; and provided that the employee notifies their supervisor three working days in advance of the leaving that the check has not been received; the employee may then elect not to leave for the field assignment.

Lunch Expenses

Employees who are required by the Employer to travel 15 miles or more from their regular 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. The current practice of compensating Liquor Control Board Auditors will be modified so the Auditors' eligibility is determined in the same manner as other employees covered by this Section.

Employees who are required by the Employer to perform a multiple day work assignment at a work site distant enough to qualify the employees for overnight travel status as authorized by their agency and who elect to return to their home rather than remain overnight at the work site, thereby not being eligible to claim per diem expenses, shall be reimbursed for out-of-pocket lunch expenses in accordance with the amount fixed for that meal in the Commonwealth's Travel Expense Regulations.

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

Paychecks

Employees who customarily and regularly perform their work away from the Employer's premises may elect to have paychecks mailed to their home. Employees who participate in the Direct Deposit program may elect to have their pay stubs and payroll stuffers distributed with pay checks mailed to their home FROM THE CENTRAL OFFICE. Such election may be exercised by an eligible employee only one time during the life of the collective bargaining agreement; provided, however, an employee may rescind such election anytime during the life of the collective bargaining agreement.

When it has been determined that a paycheck has been lost or stolen before the employee receives it, every effort will be made to issue a replacement check within two work days after notification of loss.

Driving Regulation

The Employer will generally not direct any employee to drive (operate a motor vehicle) for more than 7.5 hours a day.

Hours of Work

It is understood and agreed between the parties that the provisions of Section 9 of Article 6 specifically apply to certain employees in the Banking and Securities, Insurance, Environmental Protection, Conservation and Natural Resources and other Departments whose working hours generally meet the standards set forth in Section 9 of Article 6.

Preparation of Reports

Employees who are required to make out reports relating to their jobs shall prepare such required 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 premium time liability.

Use of Commonwealth Vehicles

An employee on travel status may use a Commonwealth vehicle for legitimate reasons during non-working hours. For purposes of this section, "legitimate reasons" shall not include, among other reasons, the use of Commonwealth vehicles for entertainment or recreational reasons.

Employees assigned Commonwealth vehicles 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.

Personal Telephone Calls

Employees of this unit will be reimbursed for personal long distance telephone calls when they are required to remain on a field assignment which involves a weekend layover. During such assignments, a telephone call allowance of \$5.00 per week will be permitted.

Weekend Travel – Banking and Securities and Insurance

In the event employees who are members of this unit are required to remain away from home over the weekend or during that period of time when they are not scheduled to work, and such employees desire to return home, the parties hereto agree the employee will be reimbursed for travel costs in an amount not to exceed the total cost to the Employer had the employee remained at the work location computed in accordance with the Commonwealth Travel Expense Regulations. It is understood by the parties that the benefit provided in this Section shall apply only to those situations in which the costs of returning home are greater than the costs of remaining at the work site.

In the event the above assignment extends four weekends or more, and employees desire to return home, the parties agree employees will be reimbursed every other weekend, beginning with the second weekend, for one round trip computed in accordance with the Commonwealth Travel

Expense Regulations, whether or not the amount exceeds the total cost to the Employer had the employee remained at the work location.

Holidays – Banking and Securities and Insurance

If the Commonwealth observes a minor holiday but the financial institution or insurance company being examined is not closed, a field examiner may, by mutual agreement of the Employer and the employee, work the day the holiday is being observed by other Commonwealth employees and instead observe the holiday on a mutually agreeable day off within eight months. The employee will not earn premium pay for working on the day the holiday is observed by other Commonwealth employees.

Field Employees' Mail

Upon request of the employee, the mail in the employees' mailbox will be sent to their home address on paydays.

Educational Leave for Professional Enrichment

Employees in this unit who desire to attend professional seminars, meetings, conventions, etc., for purposes of professional enrichment may at the involved agency's discretion, be granted educational leave to attend such functions in accordance with the Commonwealth Personnel Rules and the Management Directives governing such training experiences. When educational leave is to be approved for seminars, meetings, conventions, etc., where, in the opinion of the Employer such leave is appropriate, consideration will be given to rotate such leave among employees at the work site.

Conference Requirements - PennDOT

When an employee is required by management to perform work connected with a planned conference, such as setting up, speaking, attending breakfast and/or dinners, the employee shall be compensated and the time will be considered as hours worked.

Training

The Commonwealth agrees to establish agency level committees which will meet upon request of the union to review training.

LCB Licensing Analysts

None of the provisions of this Appendix or of Article 22, Call Time or Article 23, Standby Time apply to LCB Licensing Analysts except as provided below.

For employees hired prior to May 7, 2001, none of the provisions of Article 6, Hours of Work, Article 7, Rest Periods, Article 8, Meal Periods and Article 21, Shift Differential are applicable. For these employees, the work hours shall be employee-controlled to the extent that they can

schedule themselves to work any eight hours between 12:00 a.m. and 11:59 p.m. of the calendar day with a one half hour unpaid meal period.

LCB Licensing Analysts – Home Offices

Employees hired or transferred on or after October 30, 2000 must reside in the County within which they were hired/transferred to work.

Employees hired prior to October 30, 2000 must continue to live in their current County of residence or within twenty (20) miles from their current residence.

Management will have the option to move employees who do not adhere to the residency requirements, from their home office to a field office. In that event, the field office designated by the Employer will become their headquarters. Travel between residence and headquarters will not be counted as hours worked.

Employees who move their residence as a result of a bid on a vacant position will continue to have a home office, provided their residence is in the County for which the vacancy was posted.

An employee may relocate from a home office into a field office, subject to the written approval of the Director of Licensing.

LCB Licensing Analysts – Office Expenses

Employees whose office location is not owned or leased by the Commonwealth shall be paid \$55.00 per month, which will compensate the employee for the cost of providing office space.

LCB Licensing Analysts – Overtime

Employees shall obtain prior approval from their supervisor before overtime is worked. Where obtaining prior approval is not feasible, employees must notify their supervisor of the need to have worked the overtime immediately upon completion of the task which resulted in the overtime.

Sections 3, 5 and 6 of Article 20, Overtime shall not be applicable.

LCB Licensing Analysts – Transfers

Section 1. An employee subject to an involuntary transfer should receive notice thirty (30) calendar days prior to the effective date of such transfer. In addition, such employees shall be allowed up to thirty (30) days in travel status in his/her new location to provide adequate time for locating new living quarters and to move to the new location. Only that portion of the allowance actually required will be granted. The Commonwealth may approve extensions to the length of travel status.

Section 2. An employee shall not be transferred involuntarily for reasons which are punitive.

Section 3. When the Employer deems it necessary to fill a permanent vacancy in this unit, it shall be filled in the following manner:

- a. The Employer will post notice of the initial vacancy in each Regional office indicating the location and classification of the vacancy. Each vacancy announcement will indicate a closing date for applications for that particular transfer cycle.
- b. Individuals desiring to transfer to the posted vacancy or resulting vacancies shall notify the Employer in writing.
- c. Prior to filling a vacancy, the Employer will review all transfer requests for that office, and the most senior employee who, in the Employer's judgment, possesses the requisite skill and ability will be transferred into the vacancy. In the event the selection of the most senior qualified employee would result in the remaining employees at his/her location not having the requisite skill and ability to provide the public service without delay or interruption, the next most senior qualified employee shall be transferred into the vacancy, subject to the provisions of this Section.
- d. When no qualified employee has indicated a preference for a vacancy the Employer intends to fill and the Employer deems it necessary to fill the vacancy by transfer from another Region, the Employer will select the Region from which the transfer will be made. From that Region, the least senior employee who, in the Employer's judgment has the requisite skill and ability to perform the job without additional training, will be transferred. In the event the selection of the least senior qualified employee for transfer would result in the remaining employees not having the requisite skill and ability to provide the public service without delay or interruption, the next least senior qualified employee will be selected for transfer, subject to the provisions of this Section.
- e. The above provisions shall not apply to temporary transfers of six months or less, which shall be made at the discretion of the Employer.
- f. The Employer will not be required to consider the transfer request of any employee to fill a permanent vacancy unless one year of service has elapsed since the completion of the employee's training period and/or the employee's last transfer, except when the vacancy would be filled by a trainee.

Section 4. The Employer retains the right to transfer an employee who is unable to fully perform the assigned duties of their position.

LCB Licensing Analysts – Seniority

The following will replace Section 1 a. and b. of Article 29, Seniority:

- a. Classification seniority standing for LCB Licensing Analysts shall be determined by the length of continuous service (as defined in Section 2) as an Enforcement Officer Trainee, Enforcement Officer 1, Enforcement Officer 2, Licensing Analyst 1 and/or Licensing Analyst 2 and shall also include continuous service in any previously existing classification which has evolved or become incorporated into the Licensing Analyst classification series.

b. Master Agreement seniority standing shall be determined by the length of continuous service (as defined in Section 2) as an Enforcement Officer Trainee, Enforcement Officer 1, Enforcement Officer 2, Licensing Analyst 1 and/or Licensing Analyst 2 and shall also include continuous service in any previously existing classification which has evolved or become incorporated into the Licensing Analyst classification series. Master Agreement seniority standing shall also include the length of continuous service with the Employer in rank and file classifications subsequent to October 22, 2000 in all bargaining units included in the Master Agreement.

Sections 4, 5, 6 and 10 of Article 29, Seniority shall not be applicable.

APPENDIX K **ENGINEERING AND SCIENTIFIC UNIT**

Hours of Work - Department of Environmental Protection

It is understood and agreed between the parties that the provisions of Section 9 of Article 6, Hours of Work, specifically apply to employees in the following classifications in the Department of Environmental Protection: Conservation District Field Representative 1, Conservation District Field Representative 2 and Conservation Program Specialist 1. The following provisions will govern the hours of work of the employees in these classifications.

Employees assigned by the Employer to attend evening meetings or to conduct inspections scheduled in conformity with the work hours of the regulated industry shall, at the discretion of the Employer:

- (1) Be compensated for said hours worked at the appropriate rate, or
- (2) Be rescheduled for time off at the appropriate rate for said hours worked. Rescheduled time shall be scheduled and granted at a time mutually agreed upon by the Employer and the employee. If, after six months following the assignment giving rise to the need for reschedule time, no mutual agreement has been reached, the period for rescheduling shall be extended an additional 90 days. During this 90 day extension period, the Employer shall, at its discretion, either schedule the employee for time off or shall compensate the employee for those hours for which it does not schedule said employee off. Employees who are scheduled for time off by the Employer pursuant to the provisions of this paragraph but who elect instead to work during those hours shall not be entitled to further compensation for or rescheduling of those hours.

Hours worked which are rescheduled as time off within either the week in which the meeting or inspection is conducted or at a later date, shall not be regarded as hours worked for the purpose of computing overtime hours.

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 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.

An employee who is 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.

The hours of work of employees who are 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.

Lunch 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 taxes. Department of Transportation, Environmental Protection and Conservation and Natural Resources 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 taxes; provided, however, that the field work site must be 15 miles from the employee's home or headquarters.

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

Professional Associations and Licensure

No employee shall be required as a condition of employment to maintain membership in any professional association or to maintain licensure, except as may be required by law.

Solicitation of membership to professional associations shall not be condoned during working hours.

Technical Papers

The Employer shall encourage interested individuals to write technical papers for local or national societies or for appropriate periodicals during non-working hours by providing reasonable use of agency records, equipment and space, subject to prior agency approval.

It is understood that the content of such papers shall not be represented as the official agency position unless authorization is received from the agency prior to publication.

Weekend Travel

In the event employees who are members of this unit are required to remain away from home over the weekend or during that period of time when they are not scheduled to work, and such employees desire to return home, the parties hereto agree that the employee will be reimbursed for travel costs in an amount not to exceed the total cost to the Employer had the employee remained at the work location computed in accordance with the Commonwealth Travel Expense Regulations. It is understood by the parties that the benefit provided in this section shall apply only to those situations in which the costs of returning home are greater than the costs of remaining at the work site.

In the event the above assignment extends four weekends or more, and employees desire to return home, the parties agree employees will be reimbursed every other weekend, beginning with the second weekend, for one round trip, computed in accordance with the Commonwealth Travel Expense Regulations, whether or not the amount exceeds the total cost to the Employer had the employee remained at the work location. This shall not apply to training sessions for which the employee has volunteered and is not required by the Employer to attend.

Expense Accounts

The Employer will continue to provide for the expeditious payment of expense accounts in accordance with the existing Commonwealth Travel Expense Regulations.

Vehicular Breakdowns

The parties hereto agree that the Employer will allow subsistence and hotel allowance in the event of a vehicular breakdown. To be eligible for such subsistence and hotel allowance, the employee must have been required by the Employer to be in a travel status (such travel status does not include "routine reporting to work and return" situations), and the employee must have been unable to get the vehicle in an operable condition within a reasonable time. It is further agreed that the employees will notify their immediate supervisor or appropriate person within their work unit concerning a breakdown during regular work hours. For breakdowns during non-working hours, the employee shall be guided by Commonwealth and/or departmental regulations. It is further agreed that the employee must have had a proper authorization to use the vehicle which is involved in the breakdown.

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 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 vehicle so utilized.

Administrative Leave for Professional Enrichment

Employees of this unit who desire to attend professional seminars, meetings, conventions, etc. for purposes of professional enrichment may at the involved agency's discretion be granted administrative leave to attend such functions in accordance with Chapter 33 of Title 4 of the Pennsylvania Code.

When administrative leave is to be approved for seminars, meetings, conventions, etc., where, in the opinion of the Employer such leave is appropriate, consideration will be given to rotate such leave among employees at the work site.

Personal Property Damage

In the event an employee who is involved in a job related incident while working in a laboratory, in a forest fire suppression activity, or during an inspection where contact with a corrosive, acidic, caustic or heavy petroleum substance occurs, 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 shall reimburse the employee for 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.

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 Directives 205.6 and 630.2.

Placement of Furloughees

During the period that furloughed employees' names remain on the recall list, the Employer will interview those employees, as far as practicable, for any budgeted, available, uncommitted, vacant position for which they qualify within the bargaining unit prior to the employment of any new hires.

Employees will be considered available statewide unless they choose to limit their area of availability in writing at the time of their furlough.

If an employee declines an offer of employment within the employee's area of availability under this provision, their rights under this section shall cease.

Expense Advances

Employees may continue to request cash advances to defray anticipated expenses arising from travel assignments. Such advances must be requested and approved in accordance with the Commonwealth's Travel Expense Regulations.

Preparation of Reports

Employees who are required to complete reports relating to their jobs shall prepare such required reports on the Employer's time. The parties, recognizing that in many instances the employees required to complete such required 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 premium time liability.

Diagnostic Testing - Department of Environmental Protection and Department of Conservation and Natural Resources

The parties recognize that Department of Environmental Protection and Conservation and Natural Resources employees covered by this Appendix may be exposed during their normal work to potentially harmful chemicals and/or heavy metals.

In cases where an employee's physician determines it necessary to conduct or direct specific diagnostic testing to detect the presence or absence of such substances, the Employer agrees to cover the expense of such testing.

New Program Placement Discussions

In the event that a new program is developed by the Employer which affects members of this bargaining unit, the Employer agrees to hold discussions, upon request by the Union, for the purpose of determining if employee placement into such new program on a classification seniority basis is feasible.

Labor Management Committee - Department of Environmental Protection

The Department of Environmental Protection agrees to continue efforts to ensure the safety and health of the employees.

Consistent with these efforts the Department agrees to participate in a committee comprised of an equal number of employees and employee representatives to discuss the formulation of policies and procedures governing the following issues.

- (1) Emergency responses
- (2) Training and equipment necessary to ensure the health and safety of employees engaged in the handling of dangerous substances.

Inspection Work - Department of Transportation

Department of Transportation employees covered by this Appendix who are engaged in inspection work shall not be required to verify the performance of any work that they have not personally inspected.

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 within the Department or Agency.

Where there is a need to restrict the number of employees for training, interested employees shall be selected on a Master Seniority basis, subject to Management's responsibility to maintain efficient operations and/or need mandated certification requirements.

Emergency Response Teams (ERT) - Department of Environmental Protection

1. The Employer shall establish ERT slots by classification and location.
2. Slots will be open to employees in the same classification and headquartered at the same location as the slot.
3. When more than one employee bids on a slot the employee with the most engineering and scientific bargaining unit (B-4) seniority will be awarded the slot. A candidate will not be considered if he/she received a yearly performance evaluation below "meets objectives/factors" or received discipline in the form of a suspension or stronger in the preceding twelve months.
4. If a non-bargaining unit employee is placed in a slot where no eligible bargaining unit employees bid on the slot at a location where a trainee in the appropriate specialty is headquartered, the non-bargaining unit employee will remain in the slot for a minimum of 12 months after the trainee becomes a specialist. If an employee in the appropriate specialty and headquarters expresses an interest in the slot at the end of the 12-month period, he/she will be awarded the slot in accordance with Item #3 above.
5. If an ERT member subsequently has their classification changed without a headquarter change, he/she will have the option to remain an ERT member.
6. If an ERT member is subsequently promoted out of the bargaining unit without a headquarters change, he/she will have the option to remain an ERT member.
7. Overtime equalization shall be by individual.

8. The following are minimum requirements for maintaining team membership:
- a. Pass baseline physical and be certified to be able to wear a respirator (self-contained breathing apparatus) and protective clothing. Pass annual check-up and certification.
 - b. Training
 - 1. Five-day course.
 - 2. One-day refresher course annually.
 - 3. Availability:

Number of Attempted Call Outs	Minimum Number of Responses
1	0
2	0
3	1
4	2
5	3
6	4
7	5
8	6
Above 8	75%

ERT members on approved leave will not be subject to availability criteria when on leave or for any holidays or regular days off that are contiguous to the approved leave.

Additionally, an employee may be removed from the ERT for inability or unwillingness to perform or if he/she received two consecutive yearly performance evaluations below "meets objectives/factors" or receives discipline in the form of a one-day suspension or stronger. Removal for these reasons or non-availability is subject to the grievance procedure beginning at the first-step of the Accelerated Grievance Procedure.

Removal from the ERT will be delayed, if the discipline is grieved in a timely manner, until the grievance is resolved. The Accelerated Grievance Procedure Panel and/or an Arbitrator can only consider if the discipline was appropriate, not that the employee will be removed from the ERT if the discipline is sustained.

9. ERT members are guaranteed two hours of work on a portal-to-portal basis in call time situations.

10. Payments by the Department for ERT membership will be \$1277.50 bi-annually.
 - a. Payments will be made bi-annually for the previous six months.
 - b. An employee must be an ERT member for six months to be entitled to the first payment.
 - c. After the first six months, if an employee leaves the ERT for any reason, he/she will receive a prorata payment.

Educational Leave - Department of Conservation and Natural Resources

Department of Conservation and Natural Resources employees engaged in non-scheduled aerial flights who wish to take an approved AOPA Air Safety Foundation Pinch Hitters Course, to learn how to land an aircraft in case of emergencies, shall be granted Educational Leave. If said courses are not available on weekends, said leave shall not exceed ten hours.

Other such courses shall be an issue for a Meet and Discuss.

Office Expense - Game Commission

Employees in the following classifications in the Game Commission, 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 office space and telephone service:

62110 Wildlife Biologist 1
62120 Wildlife Biologist 2

APPENDIX L **OFFICE OF ATTORNEY GENERAL 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 Agreement 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.

Personal Property Damage

In the event an employee in the Inspection, Investigation and Safety Unit is involved in an undercover assignment or an investigation assignment in the field and 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 the cost of repair of, such clothing or personal property.

The employee will be notified of approval or denial of the reimbursement request within sixty (60) days of the employee's submission for reimbursement.

Filling of Vacancies

All vacancies which are to be filled will be posted on the Office of Attorney General Web for a minimum of fifteen (15) calendar days prior to the filling of such vacancies, unless an emergency requires a lesser period of time. Entrance-level vacancies shall be posted on the Office of Attorney General Web for a period of five (5) calendar days, unless an emergency requires a lesser period of time.

When the Employer deems it necessary to fill a Special Agent I or II vacancy, the vacancy shall be filled in the following manner:

- a. Special Agents shall submit a memorandum indicating their interest in the vacancy, along with an updated resume, to the Director of Human Resources.
- b. The initially posted vacancy shall be filled by the bidding Special Agent with the greatest bargaining unit seniority when it is determined that the skill and ability are relatively equal among the potential candidates, except in the following instances:

- (1) When specialized skill, expertise or training is required and the most senior bidding Special Agent does not possess such qualifications.
- (2) When it is necessary to comply with the provisions of applicable laws and rules related to the Office of Attorney General's Equal Employment Opportunity Program.

This provision does not apply to positions or reassignments within a Regional Office or the backfilling of the position of the Special Agent who is selected for the initial vacancy.

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 Article 29 of the Master Agreement and the name(s) of the person(s) transferred. Vacancies that occur will be posted in all offices.

Upon promotion to a Special Agent II or a Medicaid Fraud Auditor II, the employee will receive a 15% increase or the minimum of the pay group whichever is greater.

Effective July 1, 1996 the Employer will create one Senior Consumer Protection Agent per region at Pay Range 8. The vacancies will be filled in accordance with Article 29, Section 5.

Seniority for this purpose will be the employee's unbroken service as a Consumer Protection Agent. The employee must have at least five (5) years of service as a Consumer Protection Agent to be considered for one of these vacancies.

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.

The two most senior Special Agents having fifteen (15) years or more in the Special Agent classification and who are assigned in each of the three regional divisions, as specified below, will be reclassified to the Senior Special Agent position. The pay range for the Senior Special Agent will be one pay ranger higher than the Special Agent II classification. Agents reclassified to the Senior Special Agent position will receive a one-step pay increase. The regions, for purposes of this section, are as follows:

- (1) Pittsburgh, Erie, North Huntingdon
- (2) Harrisburg, Lemoyne, Wilkes-Barre
- (3) Norristown, Allentown

Special Agent Promotions

Special Agents I must have a satisfactory evaluation to qualify for promotion to a Special Agent II upon completion of two (2) years of service.

Personnel Files

Employees are permitted to review their Official Personnel Folders in the Human Resources Section during normal working hours as described in Article 35, Section 11, of the Master Agreement under the following conditions:

1. Employees must provide at least one day (24 hours) advanced notice to the Director of Human Resources 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 Human Resources or his designee the appropriate advance notice.

The Official Personnel Folder in the Human Resources 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) One day per contract year to meet and discuss issues affecting employees in all other bureaus and divisions of the Employer;
- b) One day per contract year to meet with the Attorney General to discuss issues affecting all employees of the Employer;
- c) One day per contract year to meet and discuss issues affecting employees in the clerical bargaining unit.

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 contract 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 contract 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 Agents.

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 Article 6 of the Master Agreement with the exception of Sections 2 and 4, will not be applicable to Special Agents 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 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, Special Agents, Consumer Protection Agents, Special Investigators, Civil Investigators and Medicaid Fraud Auditors 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 Article 6 of the Master Agreement, with the exception of Sections 2 and 4, will not be applicable to Medicaid Fraud Auditors, Consumer Protection Agents, Civil Investigators and Special Investigators 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, Consumer Protection Agents, Special Investigators, Civil Investigators and Medicaid Fraud Auditors 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 Article 6 of the Master Agreement 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 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

Special Agents 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 make out 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, Consumer Protection Agents, Special Investigators, Civil Investigators and Medicaid Fraud Auditors for any shift that begins before 6 a.m. or after 6 p.m.

Overtime

The provisions of Article 20 of the Master Agreement, with the exception of Sections 2, 4 and 7, shall not be applicable to Special Agents. 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 of time 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.

The Health and Safety Committee shall meet once a year on the first Tuesday in October if an agenda is submitted by either party prior to September 15th.

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 Medicaid Fraud Auditors, Consumer Protection Agents, Special Agents, Civil Investigators and Special Investigators shall serve an initial hire twelve (12) month probationary period during which time the provisions of Article 28, Section 1, shall not apply.

Current employees, selected as Special Agents, Consumer Protection Agents, Special Investigators, Civil Investigators and Medicaid Fraud Auditors 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 Employer agrees that clerical employees will be given the opportunity to update their job descriptions annually in conjunction with the preparation of each employee's Annual Performance Evaluation Report.

The classification Clerical Supervisor II 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.

Clerical employees who are assigned to develop and/or conduct formalized training sessions shall be paid 45 cents above their hourly pay rate in effect at the time of the assignment for all hours spent in developing and/or presenting or preparing such training.

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 must have completed a total of twelve (12) months of service with the Employer in order 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 Special Agents 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 Article 37, Grievances/Standard Grievance Procedure, 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 Agreement, 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 Medicaid Fraud Auditors I and II shall be statewide.

APPENDIX M

**STATE PUBLIC SCHOOL BUILDING
AUTHORITY UNIT**

ENGINEERING, CLERICAL, ADMINISTRATIVE AND GENERAL SERVICES

The term "Employer" refers solely to the State Public School Building Authority for employees in this unit. Service in the State Public School Building Authority will not constitute

service under any other "Employer" under this Agreement except for purposes of determining the rate of earning annual leave entitlement. Present practices concerning the transfer of sick leave accumulation when an employee enters or leaves the State Public School Building Authority will continue. Employees entering or leaving the authority will have their unused annual leave and personal leave compensated for in a lump sum prior to entering or leaving the Authority.

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

APPENDIX N **AUDITOR GENERAL UNITS**

Clerical Services **Building Services** **Fiscal Auditing** **Inspection and Investigations**

The term "Department" refers solely to the Department of the 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 provisions of the 2007-2011 Master Agreement shall not apply to the bargaining units of the Department of the Auditor General:

- A. Article 6, Hours of Work, Section 5, paragraph 1, Section 6 and Section 8.
- B. Article 19, Salaries and Wages, Section 5, and that portion of Section 14 pertaining to direct deposit of travel expense reimbursements.
- C. Article 27, Classification, Section 6.
- D. Article 28, Discharge, Demotion, Suspension, and Discipline, Sections 7 and 8.
- E. Article 29, Seniority, Sections 6 and 7.
- F. Article 38, Grievance and Arbitration/Accelerated Grievance Procedure.
- G. Article 43, Preservation of Bargaining Unit Work.

- H. Article 44, Temporary Pool Employees.
- I. Article 45, Leave Donation Program.

The parties also agree to the following provisions applicable to the Department of the Auditor General's bargaining units which will supercede any language on the same subject in the Master Agreement provisions:

Notification of Vacancies

The Department agrees to notify 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 bargaining 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.

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 bargaining units in the Department of the Auditor General are determined as follows:

- A. Non-Professional, Non-Supervisory
 - 1. Clerical Services Unit - The seniority unit will be by classification in the established departmental installation where the employee is employed.
 - 2. Building Services Unit - The seniority unit will be by classification in the established departmental installation where the employee is employed.

B. Professional, Non-Supervisory

1. Inspection and Investigation Unit - The seniority unit will be by classification, by bureau, and restricted to the region wherein the employee resides.
2. 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.
3. The regions referred to in B.1. and B.2.a) above shall be in accordance with the regional designations established by the Department.

When the Department determines a furlough is necessary within a seniority unit in the Clerical Services Unit or the Building Services Unit, the employees will be furloughed in the inverse order of bargaining 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 bargaining unit seniority than the employee with the least bargaining 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 bargaining 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 of 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 bargaining 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, the employee shall be furloughed.
- E. Where the need for a 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 bargaining 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 that the employee has more bargaining unit seniority than the employee with the least bargaining 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 the lower classification, the employee shall bump laterally or down into any other classification previously held within the bargaining 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 bargaining 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 bargaining 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, the employee shall be furloughed.
- F. Where the need for a furlough can be reasonably anticipated, the Department will notify the Union one month in advance of any impending furlough.

Promotion of Entry Level Employees

Employees classified as Auditor 1, Corporation Tax Officer 1, Public Assistance Investigator 1, Liquor Store Examiner 1, or Information Systems Auditor 1 will be given consideration for promotion to the 2 level of the respective classification after six months and prior to 24 months of employment, if the employee's work performance and personnel record are satisfactory to the Department.

Entry level employees (at the 1 level) in the Clerical Services and Building Services bargaining units will also be considered for promotion to the 2 level after six months and prior to 24 months of employment if the employee's work performance and personnel record are satisfactory to the Department, and the Department determines there is an operational need for the 2 level work.

The promotion will become final upon satisfactory completion of the six month probationary period.

Should the Department determine that an employee's work performance and personnel record are not satisfactory for purposes of promotion (or, where applicable, that there is not an operational need for the 2 level work), the employee may appeal the decision to the Department for reconsideration. The Department's decision on reconsideration will be final and not subject to grievance procedures.

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 the 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 bargaining 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 Schedule

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 agreement for the term of this agreement.

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 agreement, unless the parties mutually agree to modification of that provision.

Health and 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 the job classification system.

Office Closings

The inclement weather policy currently set forth in the Department's Policy and Procedure Manual effective September 23, 2009, shall remain the same for the term of this agreement. The Department agrees to meet and discuss prior to making any changes in this policy.

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 Agreement constitutes the acceptance by the parties of the 2015-2016 Master Agreement provisions modified herein and evidences the parties' intent to bind the Department of the Auditor General's bargaining units to these provisions for the term of the 2015-2016 Master Agreement. It is further understood that this Unit Agreement represents the results of negotiations pursuant to the terms of the Public Employee Relations Act and represents the full and complete understanding regarding all subjects of bargaining within Section 701 of that Act for the term agreed upon in Article 46 of the 2015-2016 Master Agreement. This Unit Agreement shall take effect July 1, 2015.

APPENDIX O

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION 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 Agreement. 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 Agreement 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 campus and/or System level, and receipt of such notice shall not imply approval of the leave requested.

Direct Deposit

The provisions of Article 19, Section 14 of the Master Agreement 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 Article 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. If this matter cannot be resolved at meet and discuss, the dispute may be submitted to advisory arbitration where the burden of proof shall be upon the Union. The tripartite advisory arbitration panel will consist of one representative of (PASSHE), one representative of AFSCME Council 13 and a mutually agreed upon arbitrator.

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.

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.

Essential Employees

By October 1, 1996, each University will provide the local union with a list of positions generally deemed to be essential when the university is closed due to snow and/or ice. By October

1 of subsequent years, the university will provide the local union with any changes to the previously-supplied list. The local union may request to meet and discuss on this matter.

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 Bargaining Unit under the following circumstances: (1) Promotion under the procedures specified in Article 29, Section 5; or (2) Assignment of out-of-classification work under the provisions of Article 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.

Certified Auto Mechanics

A certified inspection mechanic shall not be required by the Employer to place an inspection sticker upon a vehicle which due to vehicle deficiencies cannot legally pass inspection. No mechanics shall be subject to discipline for refusing to place an inspection sticker upon a vehicle which cannot legally pass inspection. It is understood, however, that a mechanic who refuses to pass a vehicle for inspection will be held responsible for that determination. The Employer agrees to meet and discuss on the impact and application of legislation affecting Auto Mechanics that may be enacted during the term of this Agreement.

Advance Notice of Overtime for Pre-scheduled University Activities

Upon request of the Union, the University will meet and discuss with the Local Union at the beginning of the Academic Year to identify special University events that may require overtime.

The University will attempt to give four (4) working days notice of mandatory overtime assignments in connection with those events which are identified during this meet and discuss provided the need for overtime can reasonably be anticipated. This provision does not alter Article 20, except as provided herein.

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 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 Article 10, Section 1. If a minor holiday occurs while employees are on leave without pay under Article 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 Article 10, Section 6 shall be applicable only if the employee works on the day on which the minor holiday has been rescheduled.

Assignment of Equipment

Equipment will be assigned on a fair and equitable basis taking into consideration the following: (1) classification seniority of the Equipment Operators at the worksite, (2) certifications held by the operators, and (3) variables relating to individuals and equipment. While the efficiency of the operation will remain of paramount importance in the assignment of personnel to equipment by the Employer, equipment shall not be assigned in a manner that is punitive or inconsistent with the provisions of Article 31.

The working area in which this seniority will be applied will be jointly determined at the campus level.

If an employee is assigned to operate a Commonwealth vehicle which the employee believes is unsafe, the employee shall immediately bring the matter to the attention of his/her immediate supervisor. The supervisor will investigate the employee's claim and make a determination as to the operability/safety status of the involved vehicle. The employee will be expected to obey the direction of the supervisor on such matter with the understanding that a grievance may be filed over any continuing dispute in this regard.

Vending Machines

The local Union shall have the right to place vending machines on University property. The locations shall be decided at local labor-management meetings. AFSCME will assume all costs associated with the operation, maintenance and installations of the machines AFSCME places consistent with present practices. As an alternative, AFSCME may negotiate with the campus organization that currently has jurisdiction for the vending machines regarding campus-wide profits from the machines.

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.

AFSCME Union Label

At universities where local Union officials are permitted to publish Union documents and materials on University machines, they shall be allowed to use the official AFSCME Union Label on such publications. The PASSHE agrees to permit the AFSCME Union Label to be used on

material prepared for the Labor Studies Program at Indiana University of Pennsylvania and materials prepared at any other University involved in the IUP Labor Studies Program.

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.

Equipment Operators

Bus driving duties shall be classified under category "B" for Equipment Operators. Employees who are assigned bus driving duties shall receive "Out of Class" pay as "B" Operators providing they meet the criteria contained in Article 27, Section 3 of this Agreement.

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 Bargaining Units.

Temporary Employee Pool

It is acknowledged that the Commonwealth has a program entitled "Temporary Pool Employees" that currently exists in Dauphin County and will soon be expanded to Allegheny County. The parties recognize that since there are no State System universities located in these counties, this program as it currently exists does not apply to the PASSHE. However, should the Commonwealth expand this program to include counties in Southeast PA, the parties agree to meet and discuss over the applicability of this concept to the State System universities located in that area.

Temporary Employees

The following language shall apply in lieu of Article 29, Section 20 as it relates to temporary employees:

Active full-time temporary employees will have preferential rights according to Master Agreement 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 Article 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 Article 29, Section 1.b.

In those cases where an active full-time temporary employee is selected for the position, the provisions of Article 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 Agreement.

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/UNIVERSITIES shall modify their tuition waiver policy which shall supersede all prior University and/or Board of Governor policies and shall establish a uniform policy for all Pennsylvania State System of Higher Education employees covered by the Master Agreement 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 No. 4 above for eligible employees who meet all of the following conditions:
 - a. retires on or after July 1, 1995, (except for those annuitants who are now vested under a university policy); AND
 - b. is at or above superannuation age; AND
 - c. has fifteen (15) or more years of service, exclusively within the State System of Higher Education at the date of retirement.

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

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

The following definitions apply to tuition waiver benefits:

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

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

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

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

Preservation of Bargaining Unit Work and Contracting Out

These guidelines shall serve to embody the Agreement 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 bargaining unit work performed as of January 1, 2005 by employees in rank and file units represented by AFSCME at the particular

university affected. The procedures herein shall supersede those contained in Article 43 of the Master Agreement.

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 bargaining 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 agreement will not be construed so as to prevent non-bargaining unit state employees from performing bargaining unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry-out the functions and programs of the State System or maintain the Employer's standard of service.
6. In the event there is no common understanding reached during campus meet and discuss, the contract may be implemented and the matter may be referred to the Office of the Chancellor and AFSCME Council 13 for further discussion. Should the dialogue on a

system level fail to resolve the matter, AFSCME Council 13, may, within 15 calendar days of the system level meeting, submit a grievance to arbitration. The parties shall by mutual agreement select three persons to serve as arbitrators to hear disputes arising from this agreement. A case shall be assigned to one of the arbitrators on a rotational basis. The initial order of rotation shall be alphabetical based upon the last name of the arbitrators selected. The arbitrator shall render a binding decision.

7. The Employer and the Union acknowledge the above represents the results of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of bargaining 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 Articles 37 and 38 of the Master Agreement.

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 Collective Bargaining Agreement shall be processed in the following manner:

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

Step 2. The employee, either alone, or accompanied by the Union Representative,

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

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

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

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

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

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

Failure of the Union to submit grievances to the appropriate Joint Area Committee shall be cause for the State System to consider the matter "settled and withdrawn". Any later discovered or developed evidence, not disclosed to the other party at the Step 2 meeting will be submitted to the other side as soon as practical after discovery and/or development, but in no event later than 48 hours before the Step 3 hearing. (See the State System/AFSCME Rules of Procedure, Article 4, Section 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 collective bargaining agreement 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 Agreement. 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". NOTE: Grievances arising from employees covered by the Master Memorandum shall cease after the third step with the exception of those outlined in the Memorandum.

Step 4. An appeal from a deadlocked decision at Step 3 may be initiated by the State System, or the Union, by written notice to the Co-Chairperson of the Committee of that party's intent to proceed to arbitration. This notice must be sent within fifteen (15) working days after the deadlocked decision from Step 3.

Arbitration: 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 collective bargaining agreement 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 Agreement. 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 Agreement 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.

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

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

Stewards: Employees selected by the Union to act as Union representatives shall be known as stewards. The Union (District Councils) shall furnish the Division of Employee and Labor Relations, Office of the Chancellor (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 State System locations:

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

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

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

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 P
PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY UNIT

Clerical, Administrative and General Services

The term "Employer" refers solely to the Pennsylvania Higher Education Assistance Agency for employees in this unit. Service in the Pennsylvania Higher Education Assistance Agency 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 Pennsylvania Higher Education Assistance Agency 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 Pennsylvania Higher Education Assistance Agency 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 Agency. 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 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 \$6.00 including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts expended may be claimed.

Work Week

The work week for the Computer Operations Section, e-Commerce Division and Inserter Operations Section consists of any five days within a consecutive seven calendar day period.

Grievances

An appeal from an unfavorable decision at Step II shall be heard by the Director of Human Resources within the time frames provided for in Step III, Article 37, Grievances and Arbitration/Standard Grievance Procedure. The response by the Director of Human Resources will be received within 15 working days after the third step hearing.

The parties agree, that an appeal from an unfavorable decision at Step III shall be presented to the Bureau of Mediation Services for attempted resolution, within the time frames provided for in Step IV Article 37, Grievances and Arbitration/Standard Grievance Procedure, prior to moving the grievance to arbitration.

The parties further agree that Classification grievances will follow Step I and II as outlined in Article 37, Grievances and Arbitration/Standard Grievance Procedure. An appeal from an unfavorable decision at Step II shall be reviewed by the Director of Compensation. The Union, in

response to an unfavorable decision by the Director of Compensation, may submit classification appeals to an arbitration panel as outlined in Article 27, Section 2, Classification. The panel shall neither add to, subtract from nor modify the provisions of Article 27, Classification nor recommend any alterations or revisions to the Employer's classification and compensation plans.

Job Descriptions and Posted Job Notices

The Employer agrees to request that employees update their job descriptions annually in conjunction with the preparation of each employee's Annual Performance Evaluation Report.

The Employer agrees to include a brief description of the principal duties ordinarily associated with positions being filled when posting notices referencing specific vacancies are posted. This description of duties is intended to provide prospective applicants with basic information regarding the nature of the day-to-day duties typically associated with the position, and shall not be construed to be all-inclusive. The Employer will provide copies of all union-eligible job postings to the Local Union President and Chief Steward.

Regular employees will be accommodated with regard to requested shift assignments prior to the consideration of any contractual or temporary employee requests, provided there are staff vacancies, unless the Employer feels it is necessary to assign otherwise in order to protect the efficiency of operation.

In an effort to recognize the importance of career growth and development, the Employer and the Union agree to jointly explore and implement a Career Development Plan.

Alternate Work Schedules

The Employer and the Union will negotiate Alternative Work Schedules (AWS) which will provide Monday through Saturday coverage. Employees who have negative leave balances and/or are on sick leave restrictions will not be permitted to participate in the AWS.

Holidays

In the event the Employer determines it necessary for employees to work on a holiday, volunteers will be sought prior to mandating employees to work on a holiday.

Employees will not be required to work more than 50% of the minor holidays except for emergencies. Minor holidays shall be the following:

- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Columbus Day
- Veterans' Day
- Day after Thanksgiving

Labor-Management Meetings

The parties, in recognizing the importance of a cooperative relationship, remain committed to establishing an environment that fosters positive labor-management relations. The parties further agree to promote Labor-Management cooperation at the various department levels.

The parties agree that labor-management meetings will be held every other month. The parties will provide timely responses to each other with regard to the issues discussed during the meetings.

Union-Eligible Employees

The Employer will furnish a list of names, classifications and work locations to the local union president for all newly hired union-eligible employees. The Employer will permit the Local Union President to appear on the new-hire orientation agenda for all union-eligible employees.

Union Business Leave

The four local union chair officers shall be granted up to five days of administrative leave per calendar year to attend Union related functions for training purposes. Requests received with less than four weeks advance notice may be granted subject to management's ability to maintain efficient operations. This leave is in addition to the other leave entitlements contained in the Master Agreement.

The union shall establish a schedule at the beginning of each calendar year for a monthly steward's meeting of up to one hour. It is understood that meetings may need to be rescheduled subject to operational efficiency.

Use of Agency e-mail by Union

The President of Local 1224, or designee, shall have reasonable access to the Agency's e-mail system via the Vice President of Human Resources for the purpose 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 Agency agrees to meet and discuss regarding the scope and limitations of such use.

Overtime Equalization Units

The equalization units for overtime will be by Division, with the exception of the Business Development and Operations Division or by geographic Regional Office. In the Business Development and Operations Division, equalization units will be by department (cost center).

These equalization units may be changed in accordance with Article 20, Section 5 of the Collective Bargaining Agreement.

Seniority Units

- Furlough -
1. Headquarters
 2. Each Regional Office

Promotion - 1. Headquarters by Division with the exception of the Business Development and Operations Division. In the Business Development and Operations Division, seniority units will be by department (cost center). Headquarters for the purpose of seniority units is defined as the main building and all facilities within a 15 mile radius of the building.

2. Each Regional Office

Bilingual Incentive

Employees that utilize a language, other than English, as a regular on-going part of their assigned job duties will be paid an incentive, on all hours paid, of \$.50 per hour for oral communication in that language or \$1.00 per hour for oral and written communication in that language. The bilingual incentive rate shall be included in the base rate for the purpose of computing the appropriate overtime premium rate. A payment of this incentive to all employee cannot be discontinued for arbitrary or capricious reasons.

Education

The Employer shall promote educational opportunities as follows:

1. The Employer agrees to allow all employees access to attend Agency Training Academy courses when operationally feasible. The Employer agrees not to deny class attendance for arbitrary or capricious reasons.
2. The Employer shall reimburse the employee for at least one post-secondary course each semester in accordance with the Agency's Tuition Reimbursement Program. In order to qualify for reimbursement, such courses must be related to the business of the Agency.
3. The parties agree to train a group of union employees to promote AES/PHEAA programs, scholarships and loans to other union members.

Sick Leave Bank

The Employer and the Union agree to establish an Agency-specific Sick Leave Bank Program. An equal number of Union and Employer representatives shall form a committee to develop and administer this program.

Sick Leave

Where sickness in the immediate family requires the employee's absence from work, employees may use not more than seven days of such sick leave entitlement in each calendar year for that purpose. Immediate family for the purposes of this Section shall be the same as defined in Article 14, Section 4.

The parties agree that the other provisions of Article 14 remain in effect when determining eligibility for sick leave use.

The parties further agree to explore alternatives to the current Leave Benefit Program.

Health & Safety

The Employer and the Union will continue to jointly coordinate and schedule regular quarterly meetings of the Agency's Health & Safety Committee

Notification of Discipline

The Employer agrees to give the Union copies of all disciplinary letters, including oral and written reprimands.

Inclement Weather

Employees selected by management who are required to continue to work, or report to work during facility closings due to inclement weather will be granted compensatory time off equal to the time worked, up to a full shift, during the closing.

The Agency's weather hotline will indicate Agency-specific instructions including the use of liberal leave for inclement weather. In cases where liberal leave is declared, employees are entitled to utilize any available leave.

Payroll Deduction for Student Loans

The Employer agrees to continue the practice of allowing employees the option of utilizing payroll deductions as a method of paying their AES-serviced student loans, consistent with the provisions outlined on the deduction form.

Full-Service ATM Machine

The parties will attempt to secure a full-service PSECU ATM machine in the AES/PHEAA Headquarters' building.

Disability Insurance

The Employer and the Union agree to provide disability insurance through payroll deductions.

APPENDIX Q **TREASURY 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 date 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 agreement.

Inclement Weather

The current inclement weather practice shall remain the same for the term of this agreement.

Shift Differential

An employee permanently assigned to a work shift for which shift differential is paid under Article 21, Section 1 of the Master Agreement 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 bargaining 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 agreement for the term of this agreement.

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

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.

Disciplinary Action Correspondence

The employee shall be notified in writing when correspondence documenting disciplinary actions is removed from the employee's official human resources file.

Classification

Employees classified as Clerk 1, Clerk Typist 1, Data Analyst 1, Computer Programmer 1, Computer Operator 1, Stock Clerk 1, Tax Examiner 1, Administrative Assistant 1 and Auditor 1, will be given consideration for promotion to the 2-level of their respective classification after 6 months and prior to 24 months of employment, if the employee's work performance, and personnel record are satisfactory to the Employer. The promotion will become final upon satisfactory completion of the six-month probationary period.

Should the Employer determine that an employee's work performance and personnel record are not satisfactory for purposes of promotion, the employee may appeal the decision to the Employer for reconsideration. The Employer's decision on reconsideration will be final and not subject to grievance procedures.

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 agreement for the term of this agreement.

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 R
PENNSYLVANIA GAMING CONTROL BOARD UNITS

Where appropriate, “PGCB” or “Board” shall replace “Office of Administration” throughout the Master Agreement and the term “Employer” referenced in the Master Agreement refers solely to the Board for employees in this unit. The provisions of any other Appendix of the Master Agreement shall not apply to employees of the Board, and any specific language in this Appendix supersedes language on the same subject in the Master Agreement provisions.

Service at the Board will not constitute service under any other “Employer” under the Master Agreement 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 in the Bureau of Casino Compliance will remain in effect. The Employer agrees to discuss contemplated changes to these schedules in advance. It is further understood that the Employer does not currently employ part-time, irregular, intermittent or seasonal employees and as such, the provisions in Article 6, Section 9 do not apply.

The parties understand and agree that, during audit engagements or investigations, the hours of work for employees will need to be flexible and irregular due to the nature of the work being performed. It is understood that the provisions of Article 6 will not apply to employees of the Bureau of Gaming Operations and Bureau of Investigations and Enforcement during such engagements.

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 Article 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

The parties understand and agree that in the Bureau of Casino Compliance, due to the nature of the operation and the schedules to cover those operations, the Employer is not required to equalize holiday work assignments. It is understood that employees in the Bureau of Casino Compliance will be required to work holidays that fall on their regularly scheduled shift and will be compensated in accordance with the provisions outlined in Article 10 of the Master Agreement.

It is further 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 forty-five day annual leave limit (as described in Article 13, Section 8 of the Master Agreement) 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 Articles 11 and 14 of the Master Agreement, respectively) are followed.

Vacations

The parties understand and agree that the accrual rates outlined in Article 13, Section 1 are only applicable to employees hired after July 8, 2010. Employees hired prior to July 8, 2010 will continue to earn annual leave at the rate designated at the time of their hire.

Overtime

The parties understand and agree that Sections 1.a.-b. and 3. of Article 20 do not apply to employees in the Bureau of Casino Compliance. Employees in the Bureau of Casino Compliance will only receive one and one-half of the employee's regular hourly rate of pay for any work performed in excess of 40 hours in any work week.

The parties understand and agree that, during audit engagements or investigations, the hours of work for employees will need to be flexible and irregular due to the nature of the work being performed. It is understood that Sections 1.a.-b. and 3. of Article 20 do not apply to employees in the Bureau of Gaming Operations and Bureau of Investigations and Enforcement during such engagements. Employees in the Bureau of Gaming Operations or Bureau of Investigations and Enforcement, who are otherwise entitled to compensation under Sections 1.a.-b. and 3. of Article 20, will only receive one and one-half of the employee's regular hourly rate of

pay for any work performed in excess of 40 hours in any work week.

Until and unless the Commonwealth adopts a tax-qualified Leave Payout Plan, the PGCB will not adopt such a plan as denoted in Section 10 of Article 20 of the Master Agreement.

The parties understand and agree that the terms and conditions stated above under Article 6, Hours of Work and Article 20, Overtime of the PGCB Appendix will apply to all employees in all Bureaus during casino openings, which may include the implementation of slots operations or table games.

Specifically, the parties understand and agree that, during casino openings, the hours of work for employees will need to be flexible and irregular. It is understood that the provisions of Article 6 and Article 20, Sections 1.a.-b. and 3. of the Master Agreement will not apply to employees involved as part of the opening teams. Employees involved as part of the opening teams will only receive one and one-half of the employee's regular hourly rate of pay for any work performed in excess of 40 hours in any work week.

Shift Differential

An employee whose work shift consisting of 10 hours on a scheduled work day or holiday that spans midnight, or starts at or before 4:00 a.m., will be paid a shift differential of \$1.00 per hour for all hours worked on that shift.

If an employee is eligible for shift differential based upon the work shift or scheduled to work on a holiday and is on paid leave for all or part of that shift, the employee will receive shift differential only for the actual hours worked.

There shall be no duplication of shift differential for the same hours worked.

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 Agreement, except that Step III, Mediation, will be replaced with a review of the classification by the Office of Administration, and Section IV, Arbitration, shall be replaced by Article 27, Section 2 in the Master Agreement.

Furthermore, the parties understand and agree that a review and determination by the Office of Administration shall be advisory only to the Employer.

Case Agents – Investigators in the Bureau of Investigations and Enforcement may be assigned and unassigned as Case Agents at the discretion of the Employer. To be considered a Case Agent, an Investigator must have written authorization to perform duties as a Case Agent. The Employer will provide written direction that describes the Case Agent's duty to coordinate and track specific, assigned cases.

After receiving the necessary written authorization and direction described in the above paragraph, and beginning on the date in which the employee begins to perform such duties, the employee shall be compensated at an amount equal to four and one-half percent (4.5%) of the employee's rate of pay.

Casino Compliance Representatives - Employees in the Casino Compliance Representative 1 classification will progress to the Casino Compliance Representative 2 classification after four (4) years of satisfactory performance, as documented in the annual performance evaluations.

Furthermore, when a vacancy occurs in the Casino Compliance Representative 2 classification, the parties understand and agree that the position will be posted as a Casino Compliance Representative 1.

Seniority

The parties understand and agree that the language in Article 29, Sections 1-3 is replaced by the following:

For purposes of "seniority" in Article 29, 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 Conv. 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 and vacation selection periods. Seniority, for the purposes of furlough and promotions, will be considered within each region and not across the regions.

In making shift assignments to shift openings preference shall be granted on a seniority basis facility by facility and not across facilities, 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 Board seniority. If Board seniority is equal, the assignment will be made by lot.

Article 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.

Article 29, Section 5 is inapplicable as the Board does not have any classifications within a series. Should such classifications be created in the future, the Employer agrees to follow the procedures outlined in Section 5 for filling such vacancies.

Article 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.

Article 29, Section 16 is inapplicable; the parties agree to utilize the grievance procedure set forth below (amending Article 37).

Union Business

The parties understand and agree that the PGCB can not assure that mail will only be read by addressee.

Special and Part-Time Employees

The parties understand and agree that Article 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 Article 35, Section 6, that they, in good faith, negotiated and collectively bargained the terms and conditions of employment, including any conduct believed to have established a past practice that may have created, revised, or in any way altered the otherwise-stated terms and conditions of employment. As of the date of execution of this agreement, no past practice exists that the parties did not, together, address during collective bargaining.

It is understood that Article 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 Article 35, Section 13, 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 Article 35, Section 15 is not applicable to the relationship between the parties.

Grievances and Arbitration/Standard Grievance Procedure

The parties understand and agree to utilize the following grievance procedure in place of that which is described in Article 37 of the Master Agreement:

Any grievance or dispute which may arise concerning the application, meaning or interpretation of this agreement 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 supervisor 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 prior to moving the grievance to arbitration. It is understood that the mediator will be assigned from the Department of Labor & Industry, Bureau of Mediation.

STEP IV: In the event the grievance has not been satisfactorily resolved in Step III, the Union may initiate an appeal by serving upon the Employer a notice in writing of the intent to proceed to arbitration. Such an appeal by the Union will follow the steps and requirements outlined in Article 37, Section 2, Step V of the Master Agreement.

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 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 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 and Arbitration/Accelerated Grievance Procedure

It is understood that Article 38 is not applicable to the relationship between the parties.

Political Action Committee Deductions

It is expressly understood that Article 42 cannot apply to employees of the Board due to prohibitions contained in 4 Pa.C.S. § 1513.

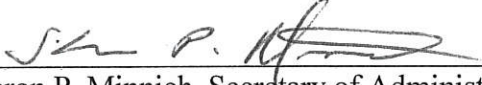
MASTER AGREEMENT

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

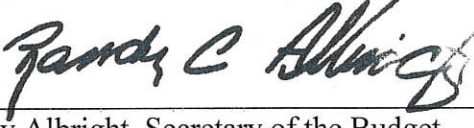


David Fillman, Executive Director

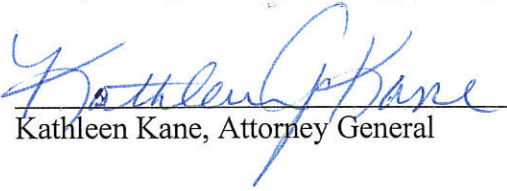
COMMONWEALTH
OF PENNSYLVANIA



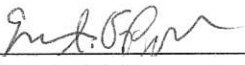
Sharon P. Minnich, Secretary of Administration



Randy Albright, Secretary of the Budget



Kathleen Kane, Attorney General



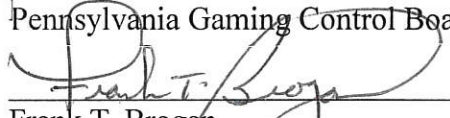
Eugene DePasquale, Auditor General



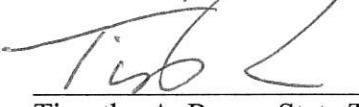
James L. Preston
Pennsylvania Higher Education Assistance Agency



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 AGREEMENT

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

~~Carl P. [unclear]~~
Muel R. [unclear]

[unclear]
Kyle Little

[unclear]
[unclear]

[unclear]
[unclear]

[unclear]
Calerie M. [unclear]

Helena Elliott
[unclear]

Kim M. [unclear]
John W. [unclear]

Manlye Beebiker
Walter Weaver

[unclear]
[unclear]

Tom Watson
[unclear]

[unclear]
[unclear]

[unclear]
[unclear]

Susan Sprinkle
Karen Koberalt

Karen K. Manberg
Barbara Cooper

Carolyn S. [unclear]
Kerda Anderson

Georgina Hunsicker
Carla Anserje

Tracy Dinkler
David E. [unclear]

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Tom [unclear]

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Stuart C. Miller

Bruce L. [unclear]

MASTER AGREEMENT

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

Barbara Chandler

Sub. Fetterlines

Marilyn Priede

Gillian Long, TFA

Christina

Jette Kludsk

Yvonne Buttke

Klaine Parry

Margaret M. Russell

MASTER AGREEMENT

Sheila Szyn
Jaena Vatshall
William J Hill III
Cory
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~~Gregory C. Miller~~
Drew D. White
Patrick J. Burtch
Shelley Metler
Robert Pease
Karen Saunders
Russ Kerk
Dorrell
Gregory C. Miller
Paul Gibson
John Emert
Bob Ross
Gina Kirkland
Kathy Griffiths
James Kinnick
Brett J. Cipolag

~~Paul~~
Eastera Kease
C
Russell E. Hunt
Maurice
~~Gregory C. Miller~~
John J. White
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COMMONWEALTH OF PENNSYLVANIA

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