

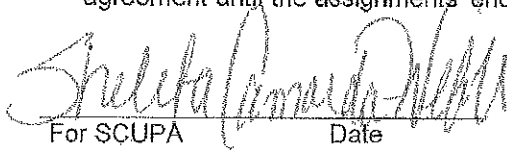
Side-Letter Agreement between the State College and University Professional Association (SCUPA) and Pennsylvania's State System of Higher Education (State System) regarding terms and conditions of employment for professional employees in the bargaining unit represented by SCUPA who accept an acting manager assignment.

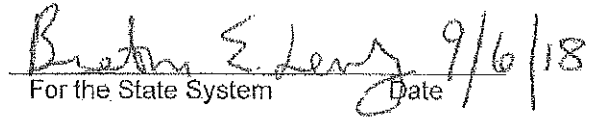
1. This agreement shall apply to all acting manager assignments that begin after the execution of this agreement. Existing acting manager assignments that began before the execution of this agreement may continue as assigned through December 31, 2018; thereafter, they must comport with the terms of this agreement. Effective January 1, 2019, for those acting manager assignments in existence prior to this agreement, the two (2) year period referenced in number 2 below shall be calculated from the date of the initial assignment.
2. The Employer may appoint a professional employee in the SCUPA bargaining unit to a vacant position as an acting manager for a period of up to two (2) years without the approval of SCUPA. Acceptance of the appointment to an acting manager position shall be voluntary on the part of the professional employee. The local SCUPA Representative and the statewide SCUPA President or designee shall be informed in writing of the appointment. Appointments may be extended beyond two (2) years by agreement between the Employer and the statewide SCUPA President.
3. The parties recognize that there are occasions in which a professional employee will continue to perform SCUPA bargaining unit work while in an acting manager assignment. Such arrangements shall be resolved at the local level between the university and the local SCUPA Representative and documented in writing. In the event there is not a local SCUPA Representative, arrangements shall be resolved between the university and the statewide SCUPA President or designee. At the end of the acting manager assignment, SCUPA bargaining unit work performed by the acting manager will be returned to the SCUPA bargaining unit. In no case will an acting manager assignment include the performance of bargaining unit work for more than two (2) years.
4. Upon the professional employee's acceptance of an acting manager position, all accrued compensatory time shall be paid out at the professional employee's SCUPA pay rate in effect on the day preceding the effective date of the appointment to the acting manager assignment.
5. An acting manager assignment can be terminated at any time at the discretion of the Employer.
6. A professional employee can terminate his/her acting manager assignment by providing the university 60 days' notice in writing.

7. At the end of the acting manager assignment, a professional employee shall return to the position held immediately prior to accepting the acting manager assignment. If the professional employee is serving a probationary period at the time he/she accepts an acting manager assignment, the time spent as the acting manager will not count toward the completion of his/her probationary period. Upon return to the SCUPA bargaining unit, the employee must successfully complete the balance of his/her probationary period.
8. Upon the professional employee's return to his/her prior position in the SCUPA bargaining unit, time served as an acting manager will count towards the employee's seniority standing.
9. The provisions of Article 9, Workload; Article 10, Salaries and Wages; and Article 12, Classification will not be applicable during the term of the assignment. A professional employee who accepts an acting manager appointment shall be compensated in accordance with the State System's Non-Represented Employee Performance and Reward Manual and Temporary Out of Classification Guidelines. Upon return to the professional employee's SCUPA position, the professional employee will be placed on the pay range and step that would have been applicable had the employee remained in the SCUPA bargaining unit covered position.
10. During the term of the acting manager assignment, all other provisions of the collective bargaining agreement (CBA) shall be waived and management rules, policies, and procedures shall apply except as follows:
 - a. Article 17, Holidays, shall apply with the exception of Section 3.
 - b. Annual Leave, Sick and Bereavement Leave, and Personal Leave shall continue to be earned and granted in accordance with Articles 18, 19 and 20 of the CBA, respectively, except that an acting manager shall not be considered a professional employee for the purpose of applying Article 18, Section 3 and Article 20, Section 3 as they relate to resolving conflicts in leave selection.
 - c. Article 21, Parental Leave; Article 22, Military Leave; Article 23, Civil Leave; Article 24, Leaves of Absence; Article 25, Leaves of Absence Without Pay; Article 26, Family Care Leave; Article 27, Work Related Injuries; and Appendix F, Sick Leave Bank, shall apply.
 - d. Health Benefits shall continue to be provided during the term of the acting manager assignment in accordance with Article 28, Health Benefits.
 - e. Article 29, Life Insurance, shall apply.
 - f. Article 30, Disability Retirement Determination Procedure for ARP Participants, shall apply.
 - g. Article 33, Furlough and Recall. In the event of a furlough of a SCUPA bargaining unit position, all acting managers shall be considered to be in their SCUPA bargaining unit positions for the purpose of applying the furlough and recall provisions of the CBA. Seniority credit shall be provided for all time served as an acting manager up to the date of the furlough.
 - h. Article 34, Vacancies, shall apply. An acting manager may apply for posted vacancies within the SCUPA bargaining unit in accordance with Article 34, Vacancies.

- i. Article 35, Grant Funded Program Coordinators, shall apply with the exception of Section 4 which will be applicable upon return of the professional employee to the bargaining unit.
- j. Article 36, Section 12, shall apply. Tuition waiver during the term of the acting manager assignment shall continue to be granted in accordance with Article 36, Section 12.

11. Either party may withdraw from this agreement by providing a 90 day advance written notice to the other. Should either party withdraw from this agreement, all acting manager assignments in place at that time shall continue to be covered by the terms of this agreement until the assignments end.


For SCUPA Date


For the State System Date 9/6/18