



MEMORANDUM  
OF UNDERSTANDING

BETWEEN

PENNSYLVANIA'S STATE SYSTEM OF HIGHER EDUCATION (STATE SYSTEM)

AND

INTERNATIONAL UNION, SECURITY, POLICE, AND FIRE  
PROFESSIONALS OF AMERICA (SPFPA)

September 1, 2022 - August 31, 2025

## TABLE OF CONTENTS

	PAGE
PREAMBLE	4
Recommendation No. 1, RECOGNITION	4
Recommendation No. 2, MANAGEMENT RIGHTS	4
Recommendation No. 3, UNION SECURITY	5
Recommendation No. 4, DUES DEDUCTION	5
Recommendation No. 5, HOURS OF WORK	6
Recommendation No. 6, REST PERIODS	7
Recommendation No. 7, MEAL PERIODS	7
Recommendation No. 8, EATING & SANITARY FACILITIES	8
Recommendation No. 9, HOLIDAYS	8
Recommendation No. 10, PERSONAL LEAVE DAYS	10
Recommendation No. 11, LEAVES OF ABSENCE	12
Recommendation No. 12, VACATIONS	13
Recommendation No. 13, SICK LEAVE & BEREAVEMENT LEAVE	16
Recommendation No. 14, CIVIL LEAVE	19
Recommendation No. 15, MILITARY LEAVE	20
Recommendation No. 16, LEAVES OF ABSENCE WITHOUT PAY	23
Recommendation No. 17, SALARIES & WAGES	28
Recommendation No. 18, OVERTIME	31
Recommendation No. 19, SHIFT DIFFERENTIAL	33
Recommendation No. 20, CALL TIME	34
Recommendation No. 21, STANDBY TIME	34
Recommendation No. 22, LIFE INSURANCE	34
Recommendation No. 23, HEALTH BENEFITS	35
Recommendation No. 24, WORK-RELATED INJURIES	43
Recommendation No. 25, CLASSIFICATION	45
Recommendation No. 26, DISCHARGE, DEMOTION, SUSPENSION, & DISCIPLINE	47
Recommendation No. 27, SENIORITY	49
Recommendation No. 28, UNIFORMS, CLOTHING & EQUIPMENT	53
Recommendation No. 29, DISCRIMINATION	54
Recommendation No. 30, UNION BUSINESS AND MEET AND DISCUSS	54
Recommendation No. 31, SPECIAL & PART-TIME EMPLOYEES	55
Recommendation No. 32, PEACE & STABILITY	55
Recommendation No. 33, MISCELLANEOUS PROVISIONS	55
Recommendation No. 34, EQUAL EMPLOYMENT OPPORTUNITY	57
Recommendation No. 35, COURT TIME	57

## TABLE OF CONTENTS

	PAGE
Recommendation No. 36, LIABILITY COVERAGE AND LEGAL DEFENSE	58
Recommendation No. 37, GRIEVANCES	58
Recommendation No. 38, ARBITRATION	59
Recommendation No. 39, SAFETY & HEALTH	61
Recommendation No. 40, SUCCESSORS	61
Recommendation No. 41, PRESERVATION OF SUPERVISORY UNIT WORK	61
Recommendation No. 42, LEAVE DONATION PROGRAM	62
Recommendation No. 43, TUITION WAIVER	65
Recommendation No. 44, TERMINATION	67
APPENDIX A, POLICE SUPERVISOR PAY SCHEDULE Effective January 4, 2020	68
APPENDIX B, SECURITY OFFICER 2 PAY SCHEDULE Effective March 1, 2022	72
APPENDIX C POLICE SUPERVISOR PAY SCHEDULE Effective February 11, 2023	76
APPENDIX D POLICE SUPERVISOR PAY SCHEDULE REGIONAL PAY Effective February 11, 2023	78
APPENDIX E SECURITY OFFICER 2 PAY SCHEDULE Effective February 11, 2023	80
APPENDIX F, ENTRANCE LEVEL CLASSIFICATIONS	82
APPENDIX G, HEALTH CARE MANAGEMENT PROGRAM	83
APPENDIX H, DISABILITY RETIREMENT DETERMINATION PROCEDURE FOR ALTERNATE RETIREMENT PLAN PARTICIPANTS	84
APPENDIX I, ORGANIZATIONAL SENIORITY UNITS	85
APPENDIX J, 10-12 HOUR WORK SCHEDULES	86

## PREAMBLE

Pennsylvania's State System of Higher Education (State System), through its representatives, have engaged in dialogue with the International Union, Security, Police, and Fire Professionals of America, hereinafter referred to as the Union, in its capacity as a representative of a group of first-level supervisors, more specifically referred to infra, as provided for under "meet and discuss" requirements of the Pennsylvania Public Employee Relations Act of 1970 (Act 195). Hereinafter, when the term "Employer" is used in this Memorandum, it shall mean State System. As a result of the dialogue, the representatives of the Employer agree to recommend for action and/or approval the following position statement:

WHEREAS, The Pennsylvania Labor Relations Board determined in Case No. PERA-R-2938-C that certain employees were to be included in a unit of first-level supervisors; and

WHEREAS, The International Union, Security, Police, and Fire Professionals of America, is certified by the Pennsylvania Labor Relations Board as the employee organization elected to represent the employees in this unit; and

WHEREAS, The Employer, through its representatives, and the Union, as a representative, have met and discussed in good faith on a number of matters deemed to be bargainable for other public employees covered by the Public Employee Relations Act; and

WHEREAS, The Employer's representatives, as a result of these discussions, make the following recommendations:

### RECOMMENDATION NO. 1 RECOGNITION

The Union is recognized as the exclusive representative for "meet and discuss" purposes for employees within the classifications established by a certification of the Pennsylvania Labor Relations Board, dated October 3, 2003, more specifically referred to as PERA-R-03-245-E, and that the herein recommendations refer only to those employees falling within that certification.

### RECOMMENDATION NO. 2 MANAGEMENT RIGHTS

Section 1. Except as modified by this Memorandum, 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.

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

### RECOMMENDATION NO. 3 UNION SECURITY

Section 1. Each employee who, on the effective date of this Memorandum, is a member of the Union, and each employee who becomes a member after that date shall maintain their 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 of resignation (return receipt requested) along with the official membership card of the Union to the headquarters of the appropriate local referred to in the Preamble of this Memorandum as well as a copy by regular mail to the university concerned.

b. The letter shall be postmarked during the fifteen (15) day period prior to the expiration date of this Memorandum and shall state that the employee is resigning membership in the Union and where applicable is revoking the dues check-off authorization.

### RECOMMENDATION NO. 4 DUES DEDUCTION

Section 1. The Employer shall deduct the Union biweekly membership dues, initiation fees 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, the amount of the initiation fee 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 made pursuant to Recommendation 17, Salaries and Wages). The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. This authorization shall be irrevocable by the employee during the term of this Memorandum. When revoked by the employee in accordance with Recommendation 3, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Memorandum.

Section 2. The employee's written authorization for dues payroll deductions shall contain the employee's name, social security number, university where employed, work location, Union name and local number.

Section 3. 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 Section 1 above, deduct the Union membership dues that are due and owing for the period for which the employee receives back pay.

Section 4. The dues deduction fee provisions of this Recommendation shall continue to pertain and be complied with by the Employer when any employee is transferred from one position to another position covered by this Memorandum. Dues deductions will be resumed for employees upon their return from leaves of absence without pay or recall from furlough.

Section 5. The Employer shall provide the Union, on a quarterly basis, a list of all employees in the supervisory unit represented by the Union. This list shall contain the employee's name, employee identifier, address, university where employed, class code, work location and whether or not the employee is a member or non-member.

Section 6. 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 any action taken or not taken by the Employer under the provisions of this Recommendation.

#### RECOMMENDATION NO. 5 HOURS OF WORK

Section 1. The workweek for employees of this Unit shall consist of any five (5) days within a consecutive seven (7) calendar-day period.

Section 2. The workday shall consist of any twenty-four (24) hours in a pre-established work schedule beginning with the scheduled reporting time for the employees' shift.

Section 3. The work shift shall consist of seven and one half (7½) or eight (8) work hours within a pre-established work schedule.

Except for emergencies, employees will not be required to work more than sixteen (16) consecutive hours, exclusive of meal periods.

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, workdays and hours shall be posted on applicable bulletin boards. Except for emergencies, changes shall be posted ten (10) days in advance.

Where changes are 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.

The Employer agrees to meet and discuss, upon the request of the local union steward, concerning the issue of rotating weekend work.

Section 6. 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 sixteen (16) hours.

Section 7. At the request of the Union, the Employer agrees to meet at the local level to discuss the issue of scheduling employees. The Union may propose alternate schedules for the consideration of the Employer. If the proposed schedules do not increase operating costs, require increased complement, affect accreditation/certification criteria or adversely impact the operational efficiency or standards of service, then the Employer will not unreasonably refuse to implement the new schedule. Disputes arising from this Section may only be submitted to a committee composed of a representative of the Union, a representative from the involved university and a representative from the Office of the Chancellor. The decision of the committee shall be final on any issue(s) raised.

#### RECOMMENDATION NO. 6 REST PERIODS

Section 1. All employees shall be permitted a fifteen (15) minute paid rest period (uninterrupted) during each one-half ( $\frac{1}{2}$ ) work shift provided the employee works a minimum of three (3) hours in that one-half ( $\frac{1}{2}$ ) shift. Whenever practical the employee shall be permitted to take the rest period at the middle of such one-half ( $\frac{1}{2}$ ) shift. The Employer, however, shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance.

Section 2. Employees who work, without interruption, beyond their regular shifts for at least one (1) hour shall receive a fifteen (15) minute paid rest period and shall thereafter receive a fifteen (15) minute paid rest period for each additional two (2) hours of such work unless at the end of such two (2) hour period the employee's work is completed or unless the employee takes a meal period during or at the end of the two (2) hour period. If the employee takes a meal period at the expiration of their normal work day, then the employee shall thereafter be given a fifteen (15) minute rest period for each additional two (2) hours of such work unless at the end of such two (2) hour period their work is completed or unless the employee takes a meal period during or at the end of the two (2) hour period.

Section 3. Part-time employees shall be granted a fifteen (15) minute rest period during each three and three quarter ( $3\frac{3}{4}$ ) hours work period.

#### RECOMMENDATION NO. 7 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 emergencies require a variance. Present practices relating to meal periods for part-time employees shall remain in effect.

Section 2. If employees are required to work more than two (2) hours beyond their regular shift quitting time, they will be allowed a meal period at the end of the initial two (2) hour period or sooner. In addition, employees shall be allowed a meal period for each four (4) hours worked beyond

each meal period. If an employee works more than three (3) hours after their scheduled quitting time and has not had notice of such work requirement at least two (2) hours before commencement of the 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.

#### RECOMMENDATION NO. 8 EATING AND SANITARY FACILITIES

The Employer shall provide adequate eating space and sanitary facilities at all permanent locations, which shall be properly heated and ventilated.

#### RECOMMENDATION NO. 9 HOLIDAYS

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

1. New Year's Day - January 1
2. Martin Luther King Jr.'s Birthday - 3rd Monday in January
3. Presidents' Day - 3rd Monday in February
4. Memorial Day - Last Monday in May
5. Juneteenth – June 19
6. Independence Day - July 4
7. Labor Day - 1st Monday in September
8. Columbus Day - 2nd Monday in October
9. Veterans' Day - November 11
10. Thanksgiving Day - 4th Thursday in November
11. Christmas Day - December 25

The holiday shall be celebrated on the date listed above.

Section 2. A permanent full-time employee shall be granted one (1) day of paid leave on or in lieu of each of the holidays set forth in Section 1 provided the employee was scheduled to work on that day and the employee was in an active pay status for 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 holiday. If a holiday occurs while employees are on leave without pay under Recommendation 16, Section 3, they shall be paid for the holiday provided the employees were in active pay status 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 leave without pay.

An employee who is on long term leave without pay (longer than one [1] full pay period) and returns to active pay status on the day immediately prior and immediately subsequent to a holiday will not be paid for the holiday unless the leave without pay has terminated and the employee continues in an active pay status.



If a holiday is observed while a permanent full-time employee is on sick leave, 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.

When a holiday occurs on an employee's scheduled day off, the employee shall receive one (1) day of paid leave in lieu of such holiday; provided, however, that whenever the Employer determines that staffing requirements prevent granting paid leave, the employee shall be given an additional day's pay in lieu of a day of paid leave.

Beginning with the 2023 leave calendar year, permanent employees may anticipate holidays to which they will become entitled during the then current calendar year. An employee who anticipates a holiday and subsequently fails to earn that holiday shall have that holiday retroactively charged to annual or personal leave, if available. If annual or personal leave is not available, the holiday will be charged to leave without pay. An employee who is permitted to anticipate a holiday and who subsequently terminates employment before earning the holiday shall have the holiday deducted from applicable leave balances or the employee's last paycheck or shall reimburse the Employer.

Section 3. If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Recommendation, the employee shall be compensated at one and one-half (1½) 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 2 above. Paid time off for time worked outside the employee's regularly scheduled shift shall not be in lieu of such holiday pay.

Section 4. Employees will be permitted to use paid time off awarded for working the holidays listed in Section 1 within 180 days succeeding the designated holiday. Available compensatory time may be used by an employee for an emergency.

Employees may select the date on which they utilize their compensatory time awarded for working the holidays listed in Section 1 provided they have given the Employer three (3) weeks' notice and the Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. If the employees make no attempt to schedule the earned paid time off within the 180 day period succeeding the holiday, such time will be scheduled by the Employer or paid for by the Employer at the employee's regular hourly rate of pay.

Section 5. 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.

Section 6. Permanent part-time employees shall receive holidays on a pro-rata basis. Employees, at the option of the Employer, shall receive either pro-rated paid leave or shall be paid at their regular hourly rate of pay in lieu of such paid leave.

Permanent part-time employees shall be compensated at one and one-half (1½) times their regular hourly rate of pay for all hours worked on a holiday set forth in Section 1 above.

Section 7. Any permanent employee separated from the service of the Employer for any reason prior to taking accrued paid time off earned by working the holidays listed in Section 1 shall be compensated in lump sum for any unused paid time off the employee has accumulated up to the time of separation.

Section 8. Whenever the Employer declares a special holiday or part holiday for all employees under the State System'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 employee their regular hourly rate of pay in lieu of such equivalent time off with pay.

Section 9. When an employee's work shift overlaps the calendar day, the first shift of the employee in which fifty percent (50%) or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end twenty-four (24) hours after the commencement of that shift.

Section 10. In no event shall an employee be entitled to duplicate holiday payment. Time worked during an employee's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 1 of Recommendation 18 of this Memorandum.

Section 11. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Memorandum for the same hours worked.

Section 12. The State System shall continue to participate, consistent with the Commonwealth's Deferred Compensation Program, in a governmental 457(b) program that allows employees to supplement retirement benefits with voluntary employee salary contributions. Contributions may include, if elected by an employee, compensation payable as bona fide sick, vacation or other leave payable upon retirement to a participant, up to the maximum annual deferral limits governed by Section 457 of the Internal Revenue Code. Employees must enter into a participation agreement prior to retirement in accordance with the provisions of the deferred compensation plan document.

## RECOMMENDATION NO. 10 PERSONAL LEAVE DAYS

Section 1. All permanent full-time employees shall be eligible for paid personal leave days as follows:

a. One (1) paid personal leave day will be earned in the employee's first calendar year of employment provided the employee has 150 hours (thirty-seven and one half [37½] hour workweek) or 160 hours (forty [40] hour workweek) in an active pay status in the calendar year.

b. One (1) 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 (thirty-seven and one half [37½] hour workweek) or 160 hours (forty [40] hour workweek) in an active pay status in each one-half (½) calendar year.

c. For employees in their third calendar year of employment, two (2) paid personal leave days will be earned in the first half calendar year and one (1) paid personal leave day will be earned in the second half calendar year provided the employee has 150 hours (thirty-seven and one half [37½] hour workweek) or 160 hours (forty [40] hour workweek) in an active pay status in each one-half (½) calendar year.

d. One (1) paid personal leave day per one quarter (¼) calendar year will be earned in the employee's fourth calendar year of employment provided the employee has 150 hours (thirty-seven and one half [37½] hour workweek) or 160 hours (forty [40] hour workweek) in an active pay status in each one quarter (¼) calendar year.

e. In an employee's fifth and subsequent calendar years of employment, one (1) personal leave day shall be earned during the first, second and fourth quarters of each calendar year. Two (2) personal leave days shall be earned during the third quarter of each calendar year. An employee must have 150 hours (thirty-seven and one half [37½] hour workweek) or 160 hours (forty [40] hour workweek) in an active pay status in each one quarter (¼) calendar year to earn the personal leave entitlement under this Section.

f. Leave service credit earned during all periods of employment with the Commonwealth of Pennsylvania and the State System 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, the third calendar year of employment, the fourth calendar year of employment, or fifth and subsequent calendar years of employment.

Section 2. Personal leave shall be scheduled and granted for periods of time requested by an employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the greatest seniority as it relates to total years of continuous service in the supervisory unit at the university, or campus in the case of an employee of Commonwealth University of Pennsylvania or Pennsylvania Western University, 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 for a significant unplanned personal event will be granted at any time by calling Management's designated individual with the understanding that an employee may be required to substantiate the emergency nature of the request and that further, continued operations can be maintained.

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 non-cumulative 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 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 6. All permanent part-time employees shall receive personal leave days on a pro rata basis calculated to the nearest half day provided they are in an active pay status a percentage of the 150 hours (thirty-seven and one half [37½] hour workweek) or 160 hours (forty [40] hour workweek) equal to the percentage of hours normally worked in a biweekly pay period during the earning periods specified in Section 1.

Section 7. For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31 and 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 8. The State System shall continue to participate, consistent with the Commonwealth's Deferred Compensation Program, in a governmental 457(b) program that allows employees to supplement retirement benefits with voluntary employee salary contributions. Contributions may include, if elected by an employee, compensation payable as bona fide sick, vacation, or other leave payable upon retirement to a participant, up to the maximum annual deferral limits governed by Section 457 of the Internal Revenue Code. Employees must enter into a participation agreement prior to retirement in accordance with the provisions of the deferred compensation plan document.

## RECOMMENDATION NO. 11 LEAVES OF ABSENCE

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

Section 2. All requests for leave must be submitted electronically or in writing to the employee's immediate supervisor and shall be answered electronically or 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.

Requests for any type of leave to which an employee is entitled under this Memorandum and which is not to exceed one (1) month shall be answered by the Employer within five (5) days. If the requested leave is in excess of one (1) month, the request shall be answered within ten (10) days.

Time periods when leave will not be approved will be identified at local meet and discuss. Documentation for emergency leave requests during these periods will be required.

Section 3. Employees shall be granted up to four (4) hours of administrative leave per calendar year to donate blood.

Section 4. For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## RECOMMENDATION NO. 12 VACATIONS

Section 1. Employees shall be eligible for annual leave after thirty (30) days of service with the Employer in accordance with the schedule outlined below. Service for the purpose of determining the annual leave earning rate is leave service credit, which includes all periods of Commonwealth of Pennsylvania and the State System service during which an employee had previously earned leave and leave service credit.

### Maximum Annual Leave Entitlement Per Year

#### **Up to 3 Years of Service:**

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

37.5 Hour Workweek: 52.5 Hours (7 days)  
40 Hour Workweek: 56 Hours (7 days)

#### **Over 3 Years to 15 Years of Service Inclusive:**

Annual Leave will be earned at the rate of 5.77% of all Regular Hours Paid:

37.5 Hour Workweek: 112.5 Hours (15 days)  
40 Hour Workweek: 120 Hours (15 days)

#### **Over 15 Years to 25 Years of Service Inclusive:**

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

37.5 Hour Workweek: 150 Hours (20 days)  
40 Hour Workweek: 160 Hours (20 days)

## **Over 25 Years of Service:**

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

37.5 Hour Workweek: 195 Hours (26 days)

40 Hour Workweek: 208 Hours (26 days)

Regular Hours Paid as used in this Recommendation include all hours paid except overtime, standby time, call time, and full-time out-service training.

Employees shall be credited with a year of service for each twenty-six (26) pay periods completed in an active pay status, provided they were paid a minimum of one (1) hour in each pay period.

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

Section 3. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of continuous service with the Employer in the supervisory unit at the university, or campus in the case of an employee of Commonwealth University of Pennsylvania or Pennsylvania Western University, shall be given the 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 January 1 to the end of February of each calendar year for vacations from March 1 through the end of February of the following year, unless there are existing or subsequent agreements on selection periods at appropriate local levels.

Section 4. If a holiday occurs during the workweek in which vacation is taken by an employee, the holiday shall not be charged to annual leave.

Section 5. Employees who become ill during their vacation will not be charged annual leave for the period of illness provided proof of such illness is furnished to the Employer upon return to work.

Section 6. Employees separated 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.

Section 7. Unused annual leave shall be carried over from one (1) calendar year to the next provided that in no case shall the amount thus carried over exceed forty-five (45) days (337.5 hours or 360 hours). However, employees will be permitted to carry over Annual Leave in excess of the forty-five (45) day limit into the first seven (7) pay periods of the next calendar year. Any days carried over in accordance with this Section which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be converted to Sick Leave, subject to the 300 day



limitation contained in Recommendation 13, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 8. 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 (1½) times the employee's regular hourly rate of pay for all hours required to work on the prescheduled vacation day or days off. The employee shall be permitted to reschedule such vacation day or days in accordance with Section 3.

Section 9. The provisions of Section 1 of this Recommendation shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to a furloughed employee who, during the recall period, returns to the Employer's payroll in a temporary capacity.

Section 10. Employees on leave without pay to attend official union conventions or conferences in accordance with Recommendation 16, 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 11. Permanent employees who have one (1) 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 leave privileges. Permanent employees with less than one (1) year of service since their last date of hire may not anticipate annual leave.

Section 12. An employee who is furloughed and is not employed in another position within fourteen (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 fourteen (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 thirty-five (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 13. For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

Section 14. The State System shall continue to participate, consistent with the Commonwealth's Deferred Compensation Program, in a governmental 457(b) program that allows employees to supplement retirement benefits with voluntary employee salary contributions. Contributions may include, if elected by an employee, compensation payable as bona fide sick,

vacation, or other leave payable upon retirement to a participant, up to the maximum annual deferral limits governed by Section 457 of the Internal Revenue Code. Employees must enter into a participation agreement prior to retirement in accordance with the provisions of the deferred compensation plan document.

### RECOMMENDATION NO. 13 SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. Employees shall be eligible to use paid sick leave after thirty (30) 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 five percent 5% of all Regular Hours Paid:

37.5 Hour Workweek: 97.5 Hours (13 days)

40 Hour Workweek: 104 Hours (13 days)

Regular Hours Paid as used in this Recommendation include all hours paid except overtime, standby time, call time, and full-time out-service training.

Section 2. Employees shall earn sick leave from their date of hire and 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 (3) or more consecutive days. For absences of less than three (3) days, a doctor's certificate may be required where in the opinion of the Employer, 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 (5) 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: spouse, child, stepchild, foster child, parent, brother, or sister of the employee. 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 twenty (20) days (150/160 hours as applicable) in a calendar year, permanent employees with at least one (1) 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**

Over 1 year to 3 years  
Over 3 years to 15 years  
Over 15 years to 25 years  
Over 25 years

**Sick Family Allowance**

Up to 52.5/56 additional hours (7 days)  
Up to 112.5/120 additional hours (15 days)  
Up to 150/160 additional hours (20 days)  
Up to 195/208 additional hours (26 days)

b. During the initial twenty (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 twenty (20) days (150/160 hours). A separate twenty (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 twenty (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 Employer's Serious Health Condition Certification form. Proof may be required for each absence during the twenty (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: spouse, child, stepchild, foster child, or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria.

**Section 6.** Employees may use up to five (5) days of sick leave for the death of a spouse, parent, step-parent, child, or stepchild and up to three (3) days of such leave may be used for the death of a brother, sister, step-sister, step-brother, 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, or any relative residing in the employee's household.

**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:

<u>Days Available at Retirement</u>	<u>Percentage Buy-Out</u>	<u>Maximum Days</u>
0 - 100	30%	30
101 - 200	40%	80
201 - 300	50%	150

over 300 (in last  
year of employment)

100% of days  
over 300

13

b. Eligibility for payment of benefits under subsection a. is as follows:

- (1) Superannuation retirement with at least five (5) years of credited service in the State and/or Public School Retirement Systems, or
- (2) Disability retirement, which requires at least five (5) years of credited service in the State and/or Public School Retirement Systems, or
- (3) Other retirement with at least twenty-five (25) years of credited service in the State and/or Public School Retirement Systems, or
- (4) After seven (7) years of service, death prior to retirement or separation from 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.

Section 8. When an employee dies as the result of a work-related accident, the Employer 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 Employer will pay 30% of the employee's unused sick leave to ninety (90) days. Such payment shall not be made for part days of accumulated sick leave.

Section 9. The provisions of Section 1 of this Recommendation shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to a furloughed employee who, during the recall period, returns to the Employer's payroll in a temporary capacity.

Section 10. Employees on leave without pay to attend official union conventions or conferences in accordance with Recommendation 16, 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 (1) 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 leave privileges. Permanent employees with less than one (1) year of service since their last date of hire may not anticipate sick leave.

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

Section 12. For the purpose of this Recommendation, the calendar year shall be defined as

beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

Section 13. The State System shall continue to participate, consistent with the Commonwealth's Deferred Compensation Program, in a governmental 457(b) program that allows employees to supplement retirement benefits with voluntary employee salary contributions. Contributions may include, if elected by an employee, compensation payable as bona fide sick, vacation or other leave payable upon retirement to a participant, up to the maximum annual deferral limits governed by Section 457 of the Internal Revenue Code. Employees must enter into a participation agreement prior to retirement in accordance with the provisions of the deferred compensation plan document.

#### RECOMMENDATION NO. 14 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 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 to fulfill their civic duty or serve in the interest of their employing university. However, an employee in this unit who is requested to appear in a court or hearing as a result of their performance of official duties for a secondary employer, which is not a civil duty or serving in the interest of their employing university, shall not be granted civil leave and shall appear on their own time which may be charged to annual or personal leave. If leave is not available, leave without pay for such purpose shall be granted.

Civil leave shall be granted for that 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 any civil leave usage.

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 up to a full shift equal to the court appearance time plus reasonable travel time during either their regular shift immediately preceding or subsequent to the court appearance.

Evidence of such civic 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 in the following

administrative hearings shall be granted leave with pay while attending such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Judge, Workers' Compensation Appeal Board, and Pennsylvania Human Relations Commission.

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

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

Section 4.

a. Permanent employees, while performing fire-fighting duties, 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 firefighting activities, civil air patrol activities or emergency management rescue work or disaster relief work for the Red Cross shall require prior approval of the agency head. Employees absent from work for reasons under subsection a. of this Section shall be required to obtain a written statement from the fire company, forest unit, emergency management agency, or other organization with which they served certifying as to their activities during the period of absence.

RECOMMENDATION NO. 15  
MILITARY LEAVE

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

Section 1. Military Leave

a. All permanent employees 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 fifteen (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 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 participating 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 fifteen (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. 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 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 (5) years plus any involuntary service during wartime or national emergency. The five (5) years is cumulative throughout employment.
- c.      Military leave without pay shall expire:
  - (1)      For periods of more than 180 days, no more than ninety (90) days after the completion of the service.
  - (2)      For periods of service of more than thirty (30) days but less than 181 days, no more than fourteen (14) days after the completion of the service.
  - (3)      For periods of service that were less than thirty-one (31) days, the first full regularly scheduled work period following the period of service or up to eight (8) 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 (2) 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 circumstances.

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 State System University President or his or her designee of the desire and availability to return to employment, provided the following are met:

- a.      The employee is capable of performing the essential functions of the position.
- b.      For temporary employees, the temporary position has not yet expired.

- c. For periods of service delineated in Section 4, c. (1) and (4), written application for reemployment is provided to the State System University President or his or her designee.

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 P.S. 7306) and Chapter 43, Part III of Title 38, United States Code, and in accordance with procedures prescribed by the State Employees' Retirement Board and the Public School Employees' Retirement Board, choose either to continue or discontinue making regular payments into their retirement accounts.

Section 8. Loss of Benefits

Employees who are separated from the service by a discharge under other than honorable conditions, bad conduct, or dishonorable discharge shall not be entitled to any of the benefits of Section 3 through Section 9 of the Recommendation (relating to military leaves without pay) except such vested rights as they may have acquired thereto by virtue of payments made into their retirement accounts.

Section 9. Physical Examination

Employees shall be granted one day's leave with pay for the purpose of undergoing any physical examination that may be required in connection with entering the Armed Forces. An extension of such paid leave, not exceeding two (2) additional days, may be approved by the agency if the employee certified in writing that more than one (1) day is required to complete the examination.

Section 10. For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

RECOMMENDATION NO. 16  
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 (2) years.



Section 2. Employees who are elected or appointed as Union officials or representatives shall, at the written request of the employee, be granted leaves without pay for the maximum term of office, not to exceed three (3) 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 up to six (6) 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 who have been selected, elected, or appointed as Union representatives or officials may be granted leave without pay for a maximum of twenty (20) days per calendar year for the purpose of conducting State System/Union business without loss of seniority credit. Such leave is to be properly requested in advance and will be granted subject to management's responsibility to maintain efficient operations.

Section 4. After completing one (1) 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 (1) year and shall not be granted more than once every four (4) years.

Section 5.

a. After completing one (1) year of service, an employee shall be granted, up to twelve (12) weeks of FMLA leave 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. Leave under this Section may be approved on an intermittent, reduced-time, or full-time basis. A permanent part-time employee shall be granted the twelve (12) week entitlement provided by this Subsection if the employee has at least 900 hours of actual work time within the twelve (12) months preceding the commencement of the leave; the entitlement will be pro-rated based on the employee's percentage of full-time regular hours worked.

b. FMLA shall be granted for the following reasons:

- (1) When the illness or disability is due to an employee's serious health condition;
- (2) When attending to the medical needs of a spouse, parent, son or daughter, or other person qualifying as a dependent who has a serious health condition;
- (3) When becoming parents through childbirth, formal adoption, or placement of a child with an employee for foster care;
- (4) When a qualifying exigency event related to a family member who is a military servicemember occurs; or,
- (5) When an employee attends to the serious injury or illness of a covered service member or veteran who is a family member.



If the leave is for a military caregiver under (5) above, twenty-six (26) weeks of leave within a single twelve (12) month period is provided and other FMLA leave used does not reduce this entitlement. For FMLA leave due to reasons (1), (2), (3), or (4) above, one (1) aggregate twelve (12) week entitlement is provided.

c. Upon request of a permanent employee, an extension of up to an additional nine (9) months of leave without pay shall be granted for the following reasons:

- (1) Employee sickness upon receipt of proof of continuing illness or disability;
- (2) Family care reasons upon receipt of proof of continuing illness or disability of the family member and need to care for the family member;
- (3) Parental reason.

The extension shall be with benefits for the first fourteen (14) weeks and shall be without benefits for the remainder of the extension. Such extensions shall be contiguous to the termination of the twelve (12) week entitlement. It shall not be used on an intermittent or reduced-time basis, except as provided under Section 10.f.

d. Upon request, up to thirteen (13) weeks (91 calendar days) of leave without pay without benefits may be granted to a permanent employee with less than one (1) year of employment, provided the absence is at least two (2) consecutive weeks in duration; however, only one (1) occasion within a twelve (12) month rolling year may be approved.

e. This Recommendation shall not apply to a compensable work-related injury. For non-compensable workers' compensation claims, Subsection 10.a. of this Recommendation applies. When the employee does not meet eligibility requirements for leave under Subsection 10.a. of this Recommendation, up to thirteen (13) weeks (91 calendar days) of leave without pay without benefits may be granted.

f. Intermittent or reduced-time FMLA leave may be approved for absences after the twelve (12) week entitlement when due to a catastrophic illness or injury of a permanent 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 entitlement.

## Section 6. Granting Leave

a. An employee shall submit written notification to their immediate supervisor stating the anticipated duration of the leave at least two (2) weeks in advance if circumstances permit, in accordance with the following:

- (1) For an employee with a serious health condition, proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return is required.

- (2) For an employee caring for family members, documentation supporting the need for care is required.
- (3) For an employee who becomes a parent, documentation is required and FMLA leave shall begin whenever the employee requests 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, and no FMLA leave shall be granted beyond one (1) 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 commence FMLA leave sooner than he/she requests, unless the employee can no longer satisfactorily perform the duties of their position.

#### Section 7. Re-employment

a. A permanent employee shall have the right to return to the same position in the same classification, or to an equivalent position with regard to pay and skill, as the position he/she held before going on leave as described in Section 10.a. and the first 14 weeks of leave as described under Section 10.c.

b. Upon the expiration of re-employment rights under Subsection a. or Subsection c. and upon written request to return to work, a permanent 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 university intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the extension 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 university 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 entitlement in the seniority unit, provided there are no seniority claims to the position, and the university intends to fill the position.

c. Employees who use twenty-six (26) weeks or more of paid leave (twelve [12] weeks of leave under Section 10.a. and the first fourteen [14] weeks of leave under Section 10.c.) and who return to work before or upon the exhaustion of the paid leave will have the same return rights as described in Subsection a. Return rights after paid leave is exhausted, if the absence is more than twenty-six (26) weeks (twelve [12] weeks of leave under Section 10.a. and the first fourteen [14] weeks of leave under Section 10.c.) are in accordance with Subsection b.

#### Section 8. Seniority Rights

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

under Section 10.a. and during the extension period under Section 10.c.

Section 9. Annual, Sick, Personal, Compensatory and Holiday Leave

a. An employee using FMLA leave for military exigencies or military caregiving, must use all applicable, accrued, accrued paid leave types upon commencement of FMLA leave. For all other FMLA leave, an employee shall be required to use all applicable accrued paid sick leave (sick family or additional sick family for family care reasons) as certified by a health care provider upon commencement of FMLA leave, except as provided in Subsection b. below. An employee shall not be required to use annual, personal, compensatory or holiday leave upon the commencement of FMLA leave, except as provided for in Subsection 10.f. of this Recommendation. If any paid leave is used, it will run concurrently with and reduce the entitlement under Section 10.a. Unused leave shall be carried over until return. An employee shall not earn annual, personal and sick leave while on leave without pay. Holidays will be earned based on Recommendation 9, Holidays.

b. An employee may choose to retain up to ten days of accrued sick leave. The choice to retain or not to retain sick leave cannot be retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used during the twelve (12) week entitlement as certified by a physician; such sick leave used will run concurrently with and reduce the entitlement. Days saved and requested for intermittent or reduced-time absences for periods less than two (2) consecutive weeks after the first twelve (12) week entitlement will be reviewed for approval under the provisions of Recommendation 13; such use will not be counted against the FMLA entitlement.

c. An employee who has accrued more than twelve (12) weeks of paid leave is not limited to twelve (12) weeks of FMLA leave. Leave in excess of twelve (12) weeks shall not be designated as FMLA leave, but will be granted according to Recommendations 9,10, 12, and 13 as applicable.

Section 10. Benefits

a. Employer-paid coverage for life insurance and employer payments toward coverage for health benefits as provided in Recommendations 22 and 23 will continue during FMLA leave under Section 10.a. and for the benefit-eligible period of leave under Section 10.c. of this Recommendation.

b. The continuation of benefits under this Recommendation is subject to the employee's payment of any required employee contribution under Recommendation 23 Section 3.

Section 11. Definitions

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

b. For the purpose of this Recommendation, son or daughter shall be defined as a biological, adopted, or foster child, a step-child, a legal ward, a child of a person standing in loco parentis:

- (1) Under 18 years of age; or

- (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.

## Section 12. Guidelines

a. Guidelines established by the Secretary of Administration regarding FMLA leave are published through the Directives Management System (Reference Management Directive 530.30 as adopted by the State System).

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

## RECOMMENDATION NO. 17 SALARIES AND WAGES

### Section 1.

a. Effective September 1, 2022, Police Supervisors covered by this Memorandum will continue to be paid in accordance with the January 4, 2020 Pay Schedule in Appendix A, entitled Police Supervisor.

b. Effective September 1, 2022, Security Officer 2's covered by this Memorandum will continue to be paid in accordance with the March 1, 2022 Pay Schedule in Appendix B entitled Security Officer 2.

c. Effective the first day of the first full pay period in February 2023, Police Supervisors covered by this Memorandum employed at Commonwealth University of Pennsylvania, Indiana University of Pennsylvania, Pennsylvania Western University, Shippensburg University, and Slippery Rock University, shall be placed on a new seven (7) step salary schedule as reflected in the February 11, 2023 Pay Schedule in Appendix C, entitled Police Supervisors.

d. Effective the first day of the first full pay period in February 2023, Police Supervisors covered by this Memorandum employed at Cheyney University, East Stroudsburg University, Kutztown University, Millersville University, and West Chester University shall be placed on a new seven (7) step salary schedule as reflected in the February 11, 2023 Pay Schedule in Appendix D, entitled Police Supervisors Regional Pay.

e. Placement on the new seven (7) step salary schedules reflected in c. and d. above shall be made by placing an employee on the pay step which corresponds to their years of continuous service in police and security classifications within the State System. Completion of one (1) year of continuous service merits placement on pay year 2; completion of two (2) years of continuous service merits placement on pay year 3, et cetera. Completion of six (6) years of

continuous service or more merits placement on pay year 7.f.

f. Beginning the first day of the first full pay period in February 2023 through July 31, 2025, Police Supervisors covered by this Memorandum will receive a service increment or longevity payment, as applicable, effective the first full pay period after their anniversary date. Longevity payments will be provided as follows:

- 1) Year 8- \$200
- 2) Year 9- \$400
- 3) Year 10- \$600
- 4) Year 11- \$800
- 5) Year 12- \$1000
- 6) Year 13- \$1200
- 7) Year 14- \$1400
- 8) Year 15- \$1600
- 9) Year 16- \$1800
- 10) Year 17- \$2000
- 11) Year 18- \$2200
- 12) Year 19- \$2400
- 13) Year 20- \$2600
- 14) All years after 20 years of service will remain \$2600

g. Effective the first day of the first full pay period in February 2023, Security Officer 2s covered by this Memorandum shall be placed on a new eight (8) step salary schedule as reflected in the February 11, 2023 Pay Schedule in Appendix E, entitled Security Officer 2.

h. Placement on the new eight (8) step salary schedules reflected in g. above shall be made by placing an employee on the pay step which corresponds to their years of continuous service in police and security classifications within the State System. Completion of one (1) year of continuous service merits placement on pay year 2; completion of two (2) years of continuous service merits placement on pay year 3, et cetera. Completion of seven (7) years of continuous service or more merits placement on pay year 8.

i. Beginning the first day of the first full pay period in February 2023 through July 31, 2025, Security Officer 2s covered by this Memorandum will receive a service increment or longevity payment, as applicable, effective the first full pay period after their anniversary date. Longevity payments will be provided as follows:

- 1) Year 9- \$125
- 2) Year 10- \$250
- 3) Year 11- \$375
- 4) Year 12- \$500
- 5) Year 13- \$625
- 6) Year 14- \$750
- 7) Year 15- \$875
- 8) Year 16- \$1000

- 9) Year 17- \$1125
- 10) Year 18- \$1250
- 11) Year 19- \$1375
- 12) Year 20- \$1500
- 13) All years after 20 years of service will remain \$1500

j. Employees covered by this Agreement who terminate employment prior to the effective date of ratification of this Agreement by the Board of Governors will not be eligible for any retroactive salary increases or longevity payments reflected in c. through i. above.

k. Employees must be in the SPFPA bargaining unit on the effective date of ratification of this Memorandum of Understanding by the Board of Governors in order to be eligible for any retroactive salary increases or longevity payments reflected in c. through i. above.

l. Employees shall not have their salary reduced when moved to the new salary schedules effective February 2023. Employees who are at or above the maximum step of the applicable new salary schedule at that time, shall have their yearly base salary frozen for the term of the Memorandum of Understanding. Employees who would otherwise have their pay year reduced when moved to the year on the salary schedule which corresponds to their years of continuous service in police and security classifications within the State System, shall be placed on the pay year which is closest to but no less than their current salary and remain on that pay year until their applicable anniversary date.

m. Part-time employees shall be paid at pay year 1 for the term of the collective bargaining agreement, except that current part-time employees who are being compensated at a pay rate above the new pay year 1 will not have their salaries reduced when being moved to the new salary schedule effective February 2023. They will be moved to the year on the salary schedule which is closest to but no less than their current salary and will remain on this pay year for the term of the Memorandum of Understanding.

## Section 2.

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

b. The Employer may hire employees at pay rates above the minimum rate of the assigned pay range. In such cases, the State System university will notify SPFPA after it has approved the hiring above the minimum rate and before the above the minimum appointments are made by the appointing authority.

## Section 3.

a. When an employee covered by this Memorandum is promoted to another classification in a higher pay range, the employee shall be placed on the salary step for the higher classification which corresponds to their years of continuous service in police and security classifications within the State System.

b. When an employee covered by this Memorandum is demoted (including demotions occurring as a result of a furlough bump or furlough recall) to another classification in a lower pay range, the employee shall be placed on the salary step for the lower classification which corresponds to their years of continuous service in police and security classifications within the State System.

Section 4. The longevity payments provided for in this Recommendation shall not be added to the employee's base salary.

Section 5. An employee in an inactive pay status shall, upon return to active status, be entitled to the service longevity increments outlined in Section 1.

Section 6. 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 7. All employees are required to sign up for direct deposit of paychecks and travel expense reimbursement.

#### RECOMMENDATION NO. 18 OVERTIME

Section 1. One and one-half (1½) 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 (8) hours in any workday or in excess of forty (40) hours in any workweek.

b. There shall be no duplication of premium pay for the same hours worked under the provisions of subsection a. of this Section.

Section 2. The following items will be regarded as hours worked for the purpose of computing overtime pay under Section 1 of this Recommendation:

a. Hours worked, excluding standby time.

b. Rest periods.

c. Holidays, except:

- (1) Where the Employer exercises its option to pay for a holiday which occurs on an employee's day off in lieu of granting time off with pay or the employee consents to forego a day of paid leave.
- (2) Where the employee is paid for compensatory time earned as a result of working a holiday.



- d. Annual leave.
- e. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- f. Personal leave day.
- g. Sick leave.
- h. Administrative leave.

Section 3. At the employee's option, compensatory time at the appropriate rate shall be granted in lieu of premium overtime pay, subject to the maximums provided by law. The compensatory time year shall be the leave calendar year. The compensatory time off shall be scheduled for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. Unused compensatory time earned during the compensatory time year that is not used during the compensatory time year shall be processed for payment during the next full pay period and paid at the next pay date at the rate in effect at the time of payment.

By mutual written agreement between the University and the employee, payment for earned by unused compensatory time may be provided to the employee prior to the end of the compensatory time year and will be paid at the rate in effect at the time of payment.

Section 4. The Employer will attempt to equalize overtime during each one-half (½) 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 is 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 that period.

An employee declining overtime shall be credited with the overtime worked by the employee accepting or assigned to the overtime for equalization purposes. 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 the university level.

Lists showing accumulations of overtime within each equalization unit during the preceding six (6) month period shall be posted every six (6) months.



Equalization units may be changed by a memorandum between the parties. If either party requests a change to an established equalization unit, the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party can request that an unresolved equalization unit issue within a particular university be submitted to a committee consisting of representatives of the Union and representatives of the Office of the Chancellor and the university. The Committee will determine the applicable equalization units through meet and discuss.

A person in the bargaining unit represented by the Union who is temporarily assigned to a position covered by this Memorandum will have their overtime equalized with other appropriate persons in the temporarily assigned classification in this unit during the temporary assignment. In this situation, the person 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 person begins the temporary assignment and/or at the time the person ends the temporary assignment.

Section 5. 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 6. Payment for overtime is to be made on the payday 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 7. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Memorandum for the same hours worked. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of this Recommendation.

Section 8. The State System shall continue to participate, consistent with the Commonwealth's Deferred Compensation Program, in a governmental 457(b) program that allows employees to supplement retirement benefits with voluntary employee salary contributions. Contributions may include, if elected by an employee, compensation payable as bona fide sick, vacation or other leave payable upon retirement to a participant, up to the maximum annual deferral limits governed by Section 457 of the Internal Revenue Code. Employees must enter into a participation agreement prior to retirement in accordance with the provisions of the deferred compensation plan document.

## RECOMMENDATION NO. 19 SHIFT DIFFERENTIAL

Section 1. An employee whose work shift consisting of seven and one half (7½) or eight (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 hours worked on that shift.

Section 2. Employees who work overtime on their shift as described in Section 1 or who work not less than a full seven and one half (7½) or eight (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 shift for which shift differential is not applicable, whether or not the overtime work is for a full seven and one half (7½) or eight (8) hour shift, shall not receive shift differential or have it included in the base rate for computing the overtime premium rate.

RECOMMENDATION NO. 20  
CALL TIME

Employees who have been called into work outside of their regular shift schedule shall be paid at the appropriate rate for the hours worked or a minimum of three (3) 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.

RECOMMENDATION NO. 21  
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 twenty-five percent (25%) of their regular base pay for such standby time or receive compensatory time off equivalent to twenty-five percent (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 the employee is being paid for call time.

RECOMMENDATION NO. 22  
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 sixty-five percent (65%) on the date the insured individual reaches age seventy (70) and to fifty percent (50%) on the date the insured individual reaches age seventy-five (75).

## Section 2.

a. Permanent employees who are granted leave without pay in accordance with Recommendation 16, will continue to receive 100% Employer-paid coverage under the current life insurance plan as described in that Recommendation. When entitlements to benefits end under that Recommendation, employees may continue in the life insurance program by paying the entire premium. Coverage may continue for up to a total of one (1) year, including both leave with benefits and leave without benefits.

Permanent employees who are granted injury leave (paid or unpaid) will continue to receive 100% Employer-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 leave without pay in accordance with the Recommendations specified in a. above, or injury leave for longer than one (1) 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 (1) to three (3) months every year due to cyclical work schedules or weather conditions will continue to receive 100% Employer-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 (1) year by paying the entire premium.

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

## RECOMMENDATION NO. 23 HEALTH BENEFITS

### Section 1. Health Benefits Eligibility

a. The State System shall provide an eligible permanent full-time active employee with health benefits. The State System shall provide permanent part-time employees who are expected to be in an active pay status at least fifty (50%) of the time every pay period with health benefits.

b. The State System shall provide dependency coverage where the dependents of the employee qualify under such plan.

c. Eligible employees shall be those determined by the health plans in accordance with the eligibility provisions of the STATE SYSTEM OF HIGHER EDUCATION Group Health Program (SSHEGHP). The choice among plans shall be operated as follows:

- (1) The option to elect the coverage in a plan shall be made available to those employees who reside within the service area of the plan.
- (2) The amount and kind of benefits available to the employees shall be those offered by the plan and contracted for by the State System.
- (3) The option to elect coverage under a plan shall be available during annual open enrollment periods designated by the State System and the plans. Employees who move into a plan's service area may choose from available plans.

d. Spouse Coverage

Effective for employees hired on or after July 1, 2013, if an employee wishes to enroll his or her spouse in a State System health plan, and that spouse is eligible for coverage under his or her own employer's plan, the spouse shall be required to enroll in that other employer's plan (which shall be his or her primary coverage), as a condition of eligibility for secondary coverage under the State System plan, without regard to the amount of cost-sharing required under the spouse's plan, and without regard to any incentive the spouse's plan may offer the spouse not to enroll. In the event that the spouse loses coverage through his/her employer, the spouse's coverage under the State System plan shall immediately become primary.

Section 2. Employee Health Care Choices

Eligible employees shall be provided an annual opportunity to make health plan enrollment changes. The health plan option available to eligible employees is a Preferred Provider Organization (PPO) plan.

Section 3. Employee Premium Contribution

a. Full-Time

- (1) All participating active full-time employees shall contribute on a pre-tax basis through bi-weekly payroll deductions, at a flat rate of eighteen percent (18%) of the State System's expected costs developed by the insurance carrier for the type of contract for the chosen health and prescription drug plan for the fiscal year.
- (2) Contributions shall be established by plan based on the following demographic tiers; single, two-party, and family.
- (3) The State System will continue to offer a health care management program (wellness program) to all eligible employees in consultation with the Health Care Cost Containment Committee as provided for in Appendix G. Active eligible full-time employees and covered spouses must complete the requirements of the health care management program (wellness program) when available by the cut off dates in order to contribute at the participation

levels in Section 3.a.(1) above.

- (4) For those eligible full-time employees and covered spouses who do not participate in the health care management program (wellness program) when available contributions will increase as follows:

The lesser of: 1) an additional ten percent (10%) which shall bring the total premium contribution for non-participants to twenty-eight percent (28%) of the State System's expected costs developed by the insurance carrier for the type of contract for the chosen health and prescription drug plan for the fiscal year, or, 2) an additional contribution amount equal to thirty percent (30%) of the State System's expected costs developed by the plan administrator of a single contract.

b. Part-Time

- (1) All participating active eligible part-time employees shall contribute on a pre-tax basis through bi-weekly payroll deductions, at a flat rate of fifty-seven and one-half percent (57.5 %) of the State System's expected costs developed by the insurance carrier for the type of contract for the chosen health and prescription drug plan for the fiscal year.
- (2) The State System will continue to offer a health care management program (wellness program) to all part-time eligible employees in consultation with the Health Care Cost Containment Committee as provided in Appendix G. Active eligible part-time employees and covered spouses must complete the requirements of the health care management program (wellness program) when available by the cut off dates in order to contribute at the participation level above.
- (3) For those active eligible part-time employees and covered spouses who do not participate in the health care management program (wellness program) when available contributions will increase as follows:

The lesser of: 1) an additional five percent (5%) which shall bring the total premium contribution for non-participants to sixty-two and one-half percent (62.5%) of the State System's expected costs developed by the insurance carrier for the type of contract for the chosen health and prescription drug plan for the fiscal year, or, 2) an additional contribution amount equal to thirty percent (30%) of the State System's costs developed by the plan administrator of a single contract.

Section 4. Leaves Without Pay

- a. Permanent employees who are granted leave without pay in accordance with Recommendation 16 will continue to receive benefits as described in that Recommendation.

b. Eligible employees who are granted leave without pay for any reason other than leave without pay in accordance with the Recommendation specified in a. above for longer than one (1) full pay period, or for longer than the applicable periods specified in the Recommendation delineated in a. above, will be permitted to continue coverage under COBRA provisions or on a direct pay basis.

c. State System/employee contributions shall continue as stated in Section 3. above for eligible employees for the period of time for which they are entitled to benefits under this Section.

#### Section 5. Prescription Drug Card

The State System shall provide prescription drug coverage for all of the SSHEGHP plans through a prescription drug card. The prescription drug coverage shall include:

a. A three-tier open formulary with retail co-payments of \$10 for generic, \$30 for brand formulary, and \$50 for brand non-formulary drugs for up to a thirty (30) day supply.

b. Co-payments for mail order prescriptions of two times the retail co-payments set forth in subsection 5.a. above for up to a ninety (90) day supply.

c. If a physician prescribes a brand name drug and indicates no substitution, then the employee will not pay the difference between that drug and the generic drug. However, if the employee chooses a brand name drug when his/her physician has indicated that substitution of a generic drug is acceptable, the employee must pay the difference in cost between the brand name drug and the generic drug.

#### Section 6. Annuitant Health Care Coverage

##### a. Eligibility

(1) For all employees who began employment prior to January 16, 2016, the State System shall allow each employee who was eligible as an active employee under the SSHEGHP to elect coverage upon retirement in an approved plan under the Annuitant Health Care Program (AHCP). There will be no annuitant health care benefits provided to employees who began employment on or after January 16, 2016.

(2) Dependency coverage shall be allowed where the dependents of the annuitant qualify under such Plan.

##### b. Annuitant Health Care Choices

(1) Effective July 1, 2004, AHCP benefits for new pre-Medicare eligible retirees shall be those in effect for active employees, and may change from time-to-time as active employee benefits change.

- (2) Effective January 1, 2016, AHCP benefits for all future pre-Medicare eligible retirees shall be those in effect for active employees, and will change as active employee benefits change.
- (3) Eligible employees who retire after June 30, 2012, and who enroll in the AHCP and are not eligible for Medicare, will enroll in the PPO, or other approved plan under the AHCP. Effective July 1, 2011, the HMOs are no longer an option for any annuitant.

c. Annuitant Premium Contributions

- (1) The State System shall continue to pay the full cost of AHCP benefits for those eligible employees who retired prior to July 1, 2005.
- (2) Eligible employees who retire after June 30, 2005 and before July 1, 2008 and who enroll in the AHCP and are not eligible for Medicare, shall contribute to the cost of coverage at the same dollar amount for their choice of plan that was in effect the day of their retirement. Upon becoming eligible for Medicare, they shall cease the foregoing contribution and instead pay the same percentage of the State System's cost for the Medicare supplement as active employees are paying for their PPO plan benefits.
- (3) Eligible employees who retire after June 30, 2008 and who enroll in the AHCP shall contribute to the cost of the AHCP at the same dollar amount for the type of contract and choice of plan as that in effect on the day of the employee's retirement. Throughout the annuitant's lifetime while enrolled in the AHCP, the dollar amount paid by the annuitant shall be adjusted whenever the percentage of contribution paid by active employees for the same type of contract and choice of plan is adjusted. The new percentage shall be applied to the rate for the type of contract and choice of plan that was in effect on the day of the employee's retirement to determine the new annuitant contribution. The wellness program and non-participant contribution increase set forth in Section 3.a.(4) and Section 3.b.(3) above shall not apply to annuitants.
- (4) If an annuitant who retires after June 30, 2005 and before July 1, 2008 opts to change health plans, he/she shall contribute to the new plan in the same dollar amount that was in effect for that plan as of the date of his/her retirement.
- (5) If an annuitant who retires after June 30, 2008 opts to change health plans, he/she shall contribute to the new plan in the same dollar amount that was being contributed to that type of contract and choice of plan by active employees on the day of the employee's retirement, adjusted for any changes occurring since that time in the percentage of contributions paid by active



employees.

d. Any employee who retires prior to July 1, 2009 and receives health benefits in accordance with subsection f. below under the present indemnity plan shall have major medical coverage in retirement equal to the major medical coverage that he/she had on the day prior to his/her retirement.

e. Employees who retire and are covered under the AHCP will be required to enroll in Medicare Part B when they become Medicare eligible in order to continue comprehensive medical coverage. The State System shall continue to provide the Blue Shield Signature 65 Supplement or equivalent.

f. Annuitants who retire under the provisions of paragraphs (1), (2), and (3) below will be eligible to elect coverage under the State System Annuitant Health Care Program (AHCP) as provided in this Section. For purposes of this Section, "credited service" for all employees who began employment on or after July 1, 1997, shall only include actual service with the State System or COMMONWEALTH and shall not include other types of service purchasable for retirement credit.

- (1) Retirement at or after superannuation age (age 60 for Alternative Retirement Plan [ARP]) with at least 15 years of credited service (20 or more years of service if hired after July 1, 2004), in the State and/or Public School Employees' Retirement Systems, or ARP, except that
  - i. an employee who leaves State System employment prior to superannuation age, vests retirement benefits and subsequently retires at or after superannuation age must have 25 years of credited service in the State and/or Public School Employees' Retirement Systems, or ARP,
  - ii. an employee who is furloughed prior to superannuation age, vests retirement benefits 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 service if hired after July 1, 2004), in the State and/or Public School Retirement Systems, or ARP,
  - iii. an employee who leaves State System 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 service if hired after July 1, 2004) in the State and/or Public School Retirement Systems, or ARP with at least three years of credited service from the most recent date of reemployment. However, if the departure from State System 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 State System paid coverage in



the AHCP prior to the most recent rehire period, this three year requirement will not apply,

- iv. an employee who leaves State System employment subsequent to superannuation age and is subsequently rehired and then retires must have fifteen (15) or more years of credited service (twenty [20] or more years of service if hired after July 1, 2004) in the State and/or Public School Retirement Systems, or ARP with at least three (3) years of credited service from the most recent date of reemployment. However, if the departure from State System employment was due to furlough and the employee returns during the recall period, this three (3) year requirement will not apply. If the employee had qualified, other than through disability retirement, for State System paid coverage in the AHCP prior to the most recent rehire period, this three (3) year requirement will not apply.
- (2) Disability retirement, which requires at least five (5) years of credited service in the State and/or Public School Employees' Retirement Systems, or ARP, except 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 fifteen (15) years of credited service (twenty [20] or more years of service if hired after July 1, 2004) in the State and/or Public School Employees' Retirement System, or ARP and at least three (3) years of credited service from the most recent date of reemployment, or twenty-five (25) years of credited service in the State and/or Public School Employees' Retirement System, or ARP with at least three (3) years of credited service from the most recent date of reemployment. For purposes of this subsection, retirement under the ARP shall be considered disability if the retiree meets the same disability retirement standards used by the State Employees' Retirement System in accordance with the procedures provided for in Appendix H.
  - (3) Other retirement with at least twenty-five (25) years of credited service in the State and/or Public School Employees' Retirement Systems, or ARP, except that an employee who leaves State System employment, is subsequently rehired and retires must have at least twenty-five (25) years of credited service in the State and/or Public School Employees' Retirement Systems, or ARP with at least three (3) years of credited service from the most recent date of reemployment. However, if the departure from State System employment was due to furlough and the employee returns during the recall period, this three (3) year requirement will not apply. If the employee had qualified, other than through disability retirement, for State System paid coverage in the AHCP prior to the most recent rehire period, this three (3) year requirement will not apply.

Section 7. When an employee dies as a result of a work-related accident, the State System shall continue to provide hospital, medical/surgical and major medical health coverage, HMO, PPO or other health benefits delivery system 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 hospital, medical/surgical and major medical health plan, HMO, PPO, or other health benefits delivery system will be converted to the Annuitant Health Care Program at the time when the employee would have reached age sixty (60).

Section 8. Permanent full-time employees and permanent part-time employees who are expected to be in an active pay status at least fifty percent (50%) of the time every pay period will be provided with dental and vision benefits in accordance with the supplemental benefits program.

Section 9. It is understood and agreed that the references to the types of health plans in this Article shall not restrict the Employer's right to replace the current insurers/administrators with other insurers/administrators, provided equivalent coverage, benefits and employer/employee contributions are maintained.

Section 10. Health Care Cost Containment Committee

a. The Health Care Cost Containment Committee, which was established as of July 1, 2004, shall continue as modified herein. Effective September 1, 2011, the Health Care Cost Containment Committee shall be composed of twelve (12) members with six (6) management representatives and six (6) union representatives four (4) of whom shall represent and be appointed by APSCUF, one (1) who shall represent and be appointed by OPEIU Healthcare Pennsylvania, Local 112, and one (1) who shall represent and be appointed by SPFPA.

b. The Health Care Cost Containment Committee shall meet periodically to discuss health care cost containment strategies. The Committee may also make recommendations for modifications to the health care plans. The Committee shall make recommendations to the State System and SPFPA for modifications of the health care plans for active employees. All recommendations must have been approved by Committee members by majority vote of both management members and majority vote of union members.

c. Health and prescription drug rate information used to determine premiums and employee contributions shall be shared with all members of the Committee.

Section 11. Effective September 1, 2011, provisions of the Pennsylvania State System of Higher Education Group Health Plan (including prescription drug), the Pennsylvania State System of Higher Education Annuitant Health Care Program (AHCP), and the dental, vision, and hearing benefits as structured in accordance with the management benefits program on the effective date of this Memorandum and any subsequent restructuring of the program after September 1, 2011, will apply to eligible employees, annuitants, or future annuitants covered by this Memorandum. This section does not include the benefits extended to same-sex domestic partners as provided for in the management benefits program.

## RECOMMENDATION NO. 24

### WORK-RELATED INJURIES

Section 1. An employee who sustains a work-related injury during the period of this Memorandum, as the result of which the employee is disabled, if so determined by a decision 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, and social security and retirement contributions. One full day of accumulated leave (seven and one half [7 ½] or eight [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 twelve (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 twelve (12) months until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of twelve (12) months extend beyond three (3) 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 twelve (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 twelve (12) months extend beyond three (3) years from the date the injury occurred.

The employee election to use or not use accumulated leave under this Section cannot be changed more than once.

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

Section 3. Retirement credited service, for the period of time that the employee is using leave under this Recommendation, shall be determined in accordance with the State Employees' Retirement Code.

Section 4. At the expiration of the leave under Section 1, if an employee continues to receive workers' compensation, the employee will be placed on leave without pay in accordance with Section 7 below and will not be entitled to receive Employer-paid 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. Employer-paid coverage for life insurance, hospital and medical insurance and supplemental benefits as provided in Recommendations 22 and 23, 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 (3) years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Recommendation 27, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three (3) 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.

The right of return for temporary employees shall be limited to the scheduled duration of the temporary employment.

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

Section 9. An employee who sustains a work-related injury, during the period of this Memorandum, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury in accordance with Recommendations 10, 12, and 13. If no paid leave is available, an employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This Section is not applicable to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Section 1 shall apply.

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

Section 11. The Employer agrees to the use of modified duty where the employee is able to work only in a limited capacity and the prognosis for the injury indicates that the employee will be able to resume all of the duties of the employee's classification in a reasonable period of time. The Employer may terminate a modified duty assignment when it becomes apparent that the employee will not be able to resume the full duties of the employee's classification within a reasonable period of time.

Under the modified duty concept, the employee will be retained without loss of pay or status. The Employer may assign the employee duties outside their classification and supervisory unit, outside their previously assigned shift and/or outside their overtime equalization unit. To facilitate the implementation of modified duty assignments, schedule and assignment changes may be implemented as soon as practicable. If the employee is unable to resume all of the duties of the employee's classification within a reasonable period of time, the Employer may demote or laterally

reclassify the employee to an appropriate classification, taking into account the duties and responsibilities the employee is capable of performing and subject to the protections afforded by Federal and State Statutes.

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

Section 13. An employee who is disabled due to a recurrence of a work-related injury after three (3) years from the date the injury occurred, or before three (3) 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 twelve (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 twelve (12) months. The twelve (12) week period will be reduced by any other leave used within the previous twelve (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 twelve (12) weeks until exhausted or until the disability ceases, whichever occurs sooner. While using accumulated leave, the leave will be charged and paid in accordance with Section 1.

Section 14. It is understood by both parties that the provisions of this Recommendation are consistent with the Family and Medical Leave Act of 1993, USC Section 2601 et seq. and that leave granted in accordance with Sections 1 and 13 shall be designated as leave under the provisions of the Act.

Section 15. It is understood by both parties that the provisions of this Recommendation are consistent with the Americans with Disabilities Act.

## RECOMMENDATION NO. 25 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 which justifies a change in job classification, the employees may process an appeal for reallocation of their position up to and including Step 2 of the grievance procedure as set forth in Recommendation 37.

When employees submit a grievance in Step 1, they shall attach to the grievance a description of the job. Determinations at Step 1 of Section 1 of Recommendation 37 can be reversed by the Employer.

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 range 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 range, 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 range, the effective date of the classification change shall be the first day of the first pay period subsequent to the response.

Section 2. Management recognizes that the primary duty and responsibility of employees in this unit is related to campus police/security work. 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 ten (10) full one half ( $\frac{1}{2}$ ) 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 (4.5%) of the employee's current rate of pay, or at the starting rate of the pay range for the higher class, whichever is greater. Employees who are charged to perform higher class work for a full one half ( $\frac{1}{2}$ ) day and who take leave for a portion of that day will be compensated, in increments of one quarter ( $\frac{1}{4}$ ) hour, for the partial day worked in the higher class after the ten (10) full one half ( $\frac{1}{2}$ ) 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 ten (10) full one half ( $\frac{1}{2}$ ) cumulative days in a quarter. Once the requirement for the ten (10) full one half ( $\frac{1}{2}$ ) 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 (9) 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 the provisions of this Section 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. The decision of the Employer shall be final, binding and determinative of these issues.

For the purpose of this section, 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.

#### RECOMMENDATION NO. 26 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 disciplinary demotion, suspension, or discharge beginning at the first step of the grievance procedure contained in Recommendation 37, within fifteen (15) working days of the date of its occurrence, and subject to any conditions set forth in the grievance procedure under Recommendation 37. The Union shall notify the Office of the Chancellor in writing of the Executive Board Member of Local 502 it designates to receive notification of any disciplinary demotion, suspension, or discharge. The Employer shall promptly notify the designated Executive Board member of Local 502 by email of any disciplinary demotion, suspension, or discharge. 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 in Step 1 of Section 1 of Recommendation 37, Grievances, until the notification is sent.

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

Section 3. The provisions of Section 1 shall not apply during the initial 365 calendar days of probationary employment. The probationary period can be extended by written agreement between the Employer and the appropriate Local 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 365 calendar days or any extension period.

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. 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. An Alternative Discipline Program (ADP) will be used to address disciplinary infractions involving time and attendance and poor work performance. 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. It is understood that the tenets of Section 1 of this Recommendation regarding just cause shall continue to apply. Appeal procedures will not be affected by this program.

a. The ADP will be applied to situations involving time and attendance and/or poor work performance problems. The following guidelines will be used in determining the areas of applicability:

Time and Attendance: Habitual or patterned problems with absenteeism; lateness or repeated emergency absences.

Poor Work Performance: Continued substandard performance in the work product as it relates to quality, quantity or accuracy.

b. The ADP will differ from the traditional progressive disciplinary steps by replacing suspensions without pay with the following:

Level 1 Letter: Signed by the University President or designee, this letter will identify the employee's attendance or work performance problem, alert the employee that continuation of this problem will result in more severe disciplinary action, and identify the employee's appeal rights. The Union will be provided with a copy of this letter.

This letter will clearly state that this action is in lieu of the traditional suspension without pay but has the effect of such a suspension.

Level 2 Letter: Signed by the University President or designee, this letter will identify the employee's attendance or work performance problem, alert the employee that this is her/her final notice, and advise that failure to correct this problem will result in termination. The employee's appeal rights will be identified. The Union will be provided with a copy of this letter.

This letter will clearly state that this action is in lieu of the traditional final suspension without pay that would precede discharge but has the effect of such a suspension.

Copies of Level 1 and 2 letters issued to employees covered by this program will be emailed to the designated Executive Board Member of the appropriate SPFPA Local.

c. The parties recognize that special or unusual situations could develop which do not readily lend themselves to the ADP. These situations could include, among others, occasions where the circumstances of alleged conduct are such as to require the employee's immediate removal from the workplace and situations where an employee is suspended without pay pending

investigation of suspected misconduct. Consequently, if the State System deems circumstances warrant it, a traditional suspension without pay or other appropriate discipline could be imposed in lieu of Level 1 or 2 letters after appropriate notification is given to the local SPFPA representative.

In those situations where it is believed that an employee has a problem with substance abuse, and the employee has not attempted to utilize the State Employees Assistance Program (SEAP), the employer may choose to discontinue use of the ADP with that employee. Under such situations, the local union will be notified in advance of the employer's decision.

## RECOMMENDATION NO. 27 SENIORITY

Section 1. Under the terms of this Memorandum, the term "seniority" means a preferred position for specific purposes which one (1) employee within a seniority unit may have over another employee within the seniority unit because of a greater length of service.

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.

b. Supervisory Unit seniority standing for the purpose of furlough shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in classifications in the supervisory unit, included in this Memorandum.

c. Employees who served in the Armed Forces of the United States during periods of time listed below shall, if they have not previously done so, be responsible for providing proof of military service to their personnel officer within sixty (60) days of the effective date of this Memorandum in order to receive seniority credit in accordance with the Preference in Public Employment Act of 1945, P.L. 837. New employees shall be responsible for providing proof of military service within sixty (60) days of their first day of work. When the Employer determines that a furlough is necessary and there is no proof of military service in an employee's personnel file, the Employer shall not be held liable for any pay or benefits for any affected employees for a period of thirty 30 days after the notice has been provided.

Applicable periods are as follows:

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

d. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following procedure: The number of regular

hours paid each biweekly pay period plus the number of hours of military leave without pay, leave without pay for union business in accordance with Recommendation 16, Section 3; leave without pay for work-related injuries in accordance with Recommendation 24; and leave without pay in accordance with Recommendation 16, Section 5; will be accumulated. This total number of hours will be divided by seven and one half (7 ½) or eight (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 (5) consecutive working days, failure to report within ten (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 Supervisory Unit and Classification seniority. If an employee is returned within one (1) 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.

A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights as provided under Section 7 of this Recommendation 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 (6) months. Appropriate seniority dates 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 President of each local upon request not more than once every six (6) months. Grievances alleging a violation of this Section may be appealed directly to Step 2 of Section 1 of the grievance procedure contained in Recommendation 37.

Section 4.

a. The Employer agrees to post all vacancies which are to be filled within the supervisory unit at appropriate work locations for at least five (5) calendar days prior to filling, unless an emergency requires a lesser period of time.

All vacancy postings shall include a description of the job, shift, days off, working title, and any other job requirements.

b. Employees wishing to be considered for a posted vacancy shall submit their name in response to the Employer's vacancy announcement via the method listed in the vacancy announcement. Said employee responses are to include the required information as specified in the vacancy announcement and must be sent to the department and person, if indicated, on the vacancy announcement. Employees must submit their responses within the time period specified on the vacancy announcement.

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.

d. An employee in this unit may apply for any vacancy posted in accordance with the provision of Section 4.b. above, provided such employee meets the minimum qualifications and experience for the posted vacancy. An employee who applies shall be interviewed, on campus, along with the other applicants. The employee must use approved leave for any such interview and will not be eligible for travel expenses unless the university, which has advertised the vacancy, reimburses other candidates for travel expenses in accordance with State System regulations. The selection of personnel to fill any vacancy shall remain the sole right and prerogative of the Employer.

e. When there is a need to fill a position on a temporary/interim basis, the temporary appointment may be created for up to 24 consecutive months. The Employer may extend a temporary/interim position for up to an additional 24 months. Prior to extending any temporary/interim position, the Employer shall provide the local SPFPA representative with the reasons in writing as to why the temporary/interim position must be extended.

Section 5. When the Employer determines that a furlough is necessary within a seniority unit, employees will be furloughed in the inverse order of Supervisory Unit seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump into any other classification previously held within the supervisory unit but within the same geographical and organizational limitation as the seniority unit, provided the employee has more Supervisory Unit seniority than the employee with the least Supervisory Unit seniority in that classification, and has the requisite skill and ability.

a. If the affected employee is unable to bump into any position as provided above, the employee shall be furloughed.

b. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one (1) month in advance of any impending furlough.

Section 6. Before any furlough is implemented in a classification, in a seniority unit, the Employer shall separate all temporary employees before any permanent employees are furloughed.

Section 7. The Employer shall establish a recall list by classification using the same geographical and organizational limitation as the seniority unit in which the furlough occurred for those employees furloughed under Section 5 of this Recommendation in the inverse order of seniority.

a. Employees on such recall lists shall have rights to a position in a classification within the seniority unit from which they were furloughed.

b. Such recall lists will remain in effect for a furloughed employee for a period of three (3) years after the effective date of the furlough.

c. In the event an employee on a recall list refuses an offer of employment in the

classification from which the employee was furloughed, the employee shall forfeit all recall rights.

d. During the period that an employee is on a recall list, the employee 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.

e. 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.

f. 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.

g. 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.

Section 8. Employees desiring to transfer to other supervisory unit positions, including positions at other universities, shall submit a written request to the human resources director(s) at the appropriate university(ies) stating the reasons for the requested transfer. If the Employer in its sole discretion agrees to such transfer, the employee shall be entitled to maintain whatever seniority rights that are appropriate.

Section 9. 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 Supervisory Unit seniority.

The Employer agrees to meet and discuss at the request of the Union at the local level regarding the issue of periodic shift preference bidding.

Section 10. The probationary period for promotions shall be 365 calendar days in length and the provisions of Recommendation 26, 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 during which an employee is using paid leave to supplement workers' compensation shall not count toward the promotional probationary period or any extension period.

Section 11. For the purpose of furlough only, the local president, financial secretary, and union stewards shall have superseniority. It is clearly understood and agreed that this Section shall not become effective until the Employer and the Union have reached agreement as to the number of union stewards who will be granted the privilege of this Section. Within thirty (30) days of the date of agreement on the number of stewards, the Union shall provide the Employer with 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, university of employment, work location, and local union number. If Union elections result in a change to the list, the Union shall immediately

notify the Employer. However, changes which have not been received by the Employer within fifteen (15) days of the effective date of a furlough, will not affect the list in existence prior to the announcement of the furlough.

Section 12. Seniority unit means that group of employees in a classification within an affected university operational structure in a given geographic work area as listed in Appendix I.

Section 13. Only those grievances relating to Section 5 shall be subject to Arbitration, which shall be conducted by a panel of three (3) members--one (1) to be appointed by the Employer, one (1) to be appointed by the Union, and the third to be selected by the Employer from a list of five (5) 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 Employer. The decision of the panel, hereinbefore described, shall be final and binding on the parties to this Memorandum. The panel shall meet as necessary for the purpose of adjusting grievances under this Section.

Section 14. When in the exercise of seniority rights provided hereunder, two (2) or more employees are deemed relatively equal in skill and ability and have the same seniority, preferential rights shall be determined by lot.

Section 15. Employees who formerly occupied classifications included in this Memorandum and who are not now in supervisory units represented by the Union and are affected by furlough may not bump into classifications previously held in this supervisory unit.

## RECOMMENDATION NO. 28 UNIFORMS, CLOTHING AND EQUIPMENT

Section 1. The Employer shall provide any device, apparel, or equipment necessary to protect employees from injury in accordance with the practice now prevailing. Where the Employer requires the use of special equipment, materials, devices, or apparel the Employer agrees to supply the same.

Where uniforms are required by the Employer and for as long as they may be required, the Employer agrees to furnish uniforms or replacement of such uniforms or part of such uniforms where normal wear and tear reasonably necessitate replacement.

Where footwear is currently being provided, the Employer agrees to continue such practice for the life of this Memorandum.

Section 2. In the event a detainee 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 detainee, 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.

#### RECOMMENDATION NO. 29 DISCRIMINATION

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, sexual orientation, or AIDS or HIV status in the application of this Memorandum.

#### RECOMMENDATION NO. 30 UNION BUSINESS AND MEET AND DISCUSS

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.

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 personnel 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 personnel officer or a designated representative. The Union representative shall request from the immediate supervisor reasonable time off from regular duties to process grievances for employees of the State System. The Employer will provide a reasonable number of employees with time off, if required, to attend meet and discuss meetings.

Section 3. The Chancellor of the State System or his/her designee(s) shall meet and discuss at least semi-annually with a committee of no more than eight (8) SPFPA meet and discuss unit representatives and the International SPFPA representatives and/or the Presidents/Vice Presidents of SPFPA Local 502 for the purpose of discussing matters related to the implementation of the Memorandum.

Meetings shall be scheduled in such a manner and at such times as the parties may mutually determine.



Section 4. Committees composed of representatives of the Union and the Employer are to be established at university local levels to resolve problems dealing with the implementation of this Memorandum and to discuss other labor-management problems that may arise. The levels at which these committees are to function may be determined by university discussions.

RECOMMENDATION NO. 31  
SPECIAL AND PART-TIME EMPLOYEES

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

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

RECOMMENDATION NO. 32  
PEACE AND STABILITY

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

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

RECOMMENDATION NO. 33  
MISCELLANEOUS PROVISIONS

Section 1. In the event that any provisions of this Memorandum 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, meet and discuss on the subject matter involved in any invalid provision.

Section 2. In the event that any provision of this Memorandum requires legislative action to become effective, including but not limited to the amendment to existing statutes, the adoption of new legislation, or the granting of appropriations, it shall become effective only if such legislative action is taken. The parties, however, mutually agree to make recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Memorandum.

Section 3. Where the term meet and discuss is used in this Memorandum, it will be deemed to

have the meaning of that term as defined and applied under the Public Employee Relations Act.

Section 4. 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 5. Employee benefits and working conditions now existing and not in conflict with the Memorandum shall remain in effect subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights reserved to it under Recommendation 2 of this Memorandum.

Section 6. Travel expenses shall be paid in accordance with the State System's existing Travel Expense Regulations. The mileage and subsistence allowances shall be the General Services Administration rate. If the General Services Administration of the Federal Government increases or decreases the mileage and/or subsistence allowances for employees under its jurisdiction, the mileage and/or subsistence allowances for employees under this Memorandum will be increased or decreased on the effective date of the General Services Administration change.

Section 7. There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information, are 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 personnel 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 their file and any such statement shall then become part of their personnel file.

Section 8. Any training required by the Employer will be provided in accordance with the existing local practice with regard to scheduling, travel and attendance for such training.

Requests for job-related training initiated by an employee will be considered and granted at the sole discretion of the Employer.

Section 9. The Employer and the Union recognize that employees who are employed to perform as Campus Police must, in accordance with law, obtain an Act 149 Commission prior to performing campus police duties. Therefore:

a. Employees who may be hired to perform the duties of a campus police officer, but do not possess the required Act 149 Commission will be granted up to one (1) year of their date of appointment to attain said Commission. The Commission is a condition for continued employment beyond the first year. The Employer will pursue available education that will afford the employee with the required training. The required Act 149 training for commissioning will be accomplished as part of the employee's regular hours of work. The Employer may, at its discretion, extend the one (1) year limit for acquisition of the Act 149 Commission.

b. If the employee fails to obtain the required Act 149 Commission, termination of

employment may result. Such terminations shall not be grievable through the parties' grievance procedure.

Section 10. Where the local union and management reach a written resolution to a local problem, such resolution must be endorsed by the SPFPA Local President for that area and will remain in effect until either party notifies the other in writing of its intent to modify or cease the practice. The parties will meet and discuss in an attempt to resolve the matter. Any resolution must be compatible with the provisions of this Memorandum.

Section 11. Policies concerning smoking at the worksite, including prohibitions against smoking, may be established by the Employer after meet and discuss with the Union.

Section 12. The Employer agrees to establish a K-9 Unit committee. The committee shall be composed of four (4) management employees and the union may appoint four (4) representatives. The purpose of the committee shall be to address issues related to K-9 Units at the Universities and to make recommendations to the employer.

Section 13. The parties recognize the members of this supervisory unit as "essential employees" for the purposes of applying Management Directive 530.17.

#### RECOMMENDATION NO. 34 EQUAL EMPLOYMENT OPPORTUNITY

If any provision of this Memorandum is in conflict with Federal Executive Orders 11246 and 11375, as amended, and the Civil Rights Act of 1964, and all laws and rules relating to the State System's Social Equity Plan and the Americans with Disabilities Act, the provisions of the aforementioned orders, laws and implementing regulations shall prevail.

#### RECOMMENDATION NO. 35 COURT TIME

Section 1. An employee in this unit, who is called to testify in court outside of the employee's regular shift schedule, shall be compensated at the appropriate rate for the hours worked or at a minimum of two (2) hours of pay at the employee's regular straight-time hourly rate, whichever is greater, provided the two (2) hours of pay does not overlap the hours of the employee's regular scheduled shift. Compensation shall only be required in those cases where the testimony is related to actions taken while performing the employee's assigned duties.

Section 2. Court time begins when the employee reports to the court at the time designated by the court and ends when the employee is no longer required to remain at court; except that reasonable travel time from headquarters to the site of the court hearing also will be counted in calculating hours worked under Section 1. above, provided the site of the court hearing is fifteen (15) or more miles from headquarters.

Section 3. There shall be no duplication or pyramiding of hours or pay under this Memorandum.

Section 4. The provisions of Recommendation 20, Call Time and Recommendation 21, Standby Time of this understanding are not applicable to court time assignments.

Section 5. The Loewenberg arbitration award dated August 24, 2001, is declared null and void, effective the date of this Memorandum. This Recommendation replaces in its entirety the parties' February 3, 2000, side letter on this subject.

#### RECOMMENDATION NO. 36 LIABILITY COVERAGE AND LEGAL DEFENSE

Effective February 3, 2000, the State System shall provide liability coverage and legal defense as detailed in Title 4, Pennsylvania Code, Chapter 39, and Management Directives 205.6 and 630.2.

#### RECOMMENDATION 37 GRIEVANCES

Section 1. Any grievance or dispute which may arise concerning the application, meaning, or interpretation of this Memorandum shall be resolved in the following manner:

##### **STEP 1. GRIEVANCE PROCEDURE**

The employee or employees, either alone or accompanied by the Union representative or the Union alone where entitled, shall present the grievance in writing to the Human Resources Department designee within fifteen (15) working days of the date of the occurrence giving rise to the grievance or when the employee knew or by reasonable diligence should have known of its occurrence. The written submission shall cite the specific Recommendation(s) and Section(s) of the Memorandum alleged to have been violated, a statement of the alleged facts giving rise to the dispute, and the remedy being requested. The Union shall be permitted to make amendments to the grievance up to the submission at Step 2. It is also understood that if such amendments are made to the grievance in the submission to Step 2, either party may resubmit the grievance to Step 1 for reconsideration.

The Human Resources Department designee receiving the grievance will arrange for a meeting to discuss the grievance with the SPFPA Union Steward. It is understood the Employer and the Union shall each determine their necessary representatives at the Step 1 meeting, but such would normally include the employee or employees, the SPFPA Union Steward, and the Chief of Police/Director of Public Safety. If settlement is not reached, the Human Resources Department designee shall respond in writing to the employee and the SPFPA representative within fifteen (15) working days after the completion of the Step 1 discussions.

## **STEP 2. GRIEVANCE PROCEDURE**

In the event the grievance is not settled at Step 1 the written grievance appeal shall be presented by the SPFPA state-wide representative to the Labor Relations Department of the State System Office of the Chancellor (OOC), within fifteen (15) working days after the response from Step 1 is due. When submitting the grievance appeal at this step, the SPFPA state-wide representative will provide all responses and documents germane to the grievance(s). At the request of the SPFPA state-wide representative, the Labor Relations Department representative will meet with the SPFPA state-wide representative to discuss the grievance. The Labor Relations Department representative shall respond in writing to the SPFPA state-wide representative within fifteen (15) working days after the completion of the Step 2 discussions.

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.

Section 2. 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 2, subject, however, to Section 606, Article VI of the Public Employe Relations Act.

Employees selected by the Union to act as Union representatives shall be known as stewards. The Union shall furnish the Office of the Chancellor with the names and work locations of grievance representatives and shall notify the Office of the Chancellor 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 shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Recommendation without loss of pay or leave time.

The Union may present grievances concerning System-wide decisions directly to Step 2 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.

Decisions issued regarding grievances filed on or after September 1, 1999, pertaining to SPFPA and the Commonwealth of Pennsylvania, shall not set precedent for the State System and may not be entered into the record at any Step of the grievance and arbitration procedure.

## **RECOMMENDATION 38 ARBITRATION**

Section 1. An appeal from Step 2 of the grievance procedure in the preceding Recommendation may be submitted to arbitration only in the following circumstances:

a. To determine whether there was just cause for a discharge, disciplinary demotion or suspension which has not occurred as the result of a strike.

b. To determine whether employees are engaged in a "strike" which is prohibited under Recommendation 32, provided, however, that the Employer retains the sole discretion of determining the appropriate disciplinary action for employees engaged in a strike as provided in Section 2 of Recommendation 32.

Such appeal shall be initiated by the Union serving upon State System notice in writing of the intent to proceed to arbitration within fifteen (15) working days after the response from Step 2 is due. Said notice shall identify the provisions of the Memorandum, the university/department, the employee involved, and a copy of the grievance.

## Section 2.      Grievance Mediation (OPTIONAL)

Prior to selecting and scheduling the arbitrator, the SPFPA state-wide representative may initiate a request for grievance mediation by serving upon the Office of the Chancellor Labor Relations and the Pennsylvania Bureau of Mediation a written notice requesting mediation. Agreement to such request shall be voluntary on the part of the Office of the Chancellor. If the parties are unable to resolve the grievance through mediation the grievance will be scheduled for arbitration.

Section 3.      The arbitrator is to be selected by the parties jointly. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven (7) possible arbitrators.

The parties shall within seven (7) days of the receipt of said list meet for the purpose of selecting the arbitrator by alternately striking one (1) name from the list until one (1) name remains. The State System shall strike the first name.

Each case shall be considered on its merits and the Memorandum shall constitute the basis upon which the decision shall be rendered. The decision at Step 1 and 2, shall not be used as a precedent for any subsequent case.

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

All of the time limits contained in Recommendations 37 and 38 may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Memorandum requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

RECOMMENDATION NO. 39  
SAFETY AND HEALTH

The Employer will take positive action to assure compliance with laws concerning the health and safety of employees working on state property or in state owned or leased buildings.

Employees of this unit will be given the opportunity to be inoculated/immunized consistent with similar opportunities being given to other employees at the same work site.

RECOMMENDATION NO. 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 Memorandum, the Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer. The Employer shall notify the Union in writing at least thirty (30) days in advance of any such sale, lease, transfer, or assignment.

RECOMMENDATION NO. 41  
PRESERVATION OF SUPERVISORY UNIT WORK AND CONTRACTING OUT

Section 1. The provisions of this Recommendation shall apply to supervisory unit work performed as of the effective date of this Understanding by employees in this supervisory unit at the particular university affected.

Section 2. Prior to the award of any outside contract to undertake work within the scope of the work specified in Section 1 above, the university shall notify in writing the Local SPFPA representative. A copy shall also be sent to the President of the SPFPA Local.

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, SPFPA shall be allotted thirty (30) calendar days from the date of notice set forth in a. above, in which to comment and/or meet and discuss with university management with respect to a particular contract. At such time, SPFPA 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 SPFPA 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.



Section 3. For contracts of a recurring and/or on-going nature, the university shall present such contracts semi-annually at Local meet and discuss with SPFPA.

Section 4. 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 forty-eight (48) hours of the occurrence, notify the local SPFPA representative of the existence of the emergency and the contract.

Section 5. The Employer will not contract out supervisory unit work which would result in the layoff or downgrading of an employee or prevent an available qualified employee from being recalled to work except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service.

Section 6. This understanding will not be construed so as to prevent non-supervisory unit university employees from performing supervisory unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the State System or maintain the Employer's standard of service.

Section 7. 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 Local President for further discussion.

Section 8. The Employer and the Union acknowledge the above represents the results of meet and discuss conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of supervisory unit work.

#### RECOMMENDATION NO. 42 LEAVE DONATION PROGRAM

Section 1. Effective April 1, 2004, the State System implemented a leave donation program. Permanent employees may donate annual and personal leave to a designated permanent employee in the employee's university or a permanent employee in the Office of the Chancellor who has used all accrued and anticipated paid leave for the current leave calendar year. Permanent employees of the Office of the Chancellor may donate annual and personal leave to a designated permanent employee at a university or in the Office of the Chancellor who has used all accrued and anticipated paid leave for the current 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, consistent with policy for the use of additional sick family leave under Recommendation 13, Section 5. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Recommendation 13, 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 spouse, child, stepchild, foster child, or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria.

c.        A catastrophic illness or injury that poses a direct threat to life or to the vital function of major bodily systems or organs, and would cause the employee to take leave without pay or terminate employment, or a severe illness or injury, must be documented on a Family and Medical Leave Act Serious Health Condition Certification form. A severe illness or injury must also be documented on a Medical Condition Certification to Receive Leave Donations 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.        The absence due to the catastrophic or severe illness or injury of the employee or a family member must be for more than twenty (20) workdays in the current leave calendar year. The twenty (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 twenty (20) workday accumulation period.

e.        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 (5) days of sick family leave and any additional sick family leave for which the employee is eligible must be used.

f.        Up to twelve (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 (2) consecutive leave calendar years. Donated leave is added to the recipient's sick leave balance on a biweekly basis. Recipients do not repay the donor for donated leave. Leave usage is monitored closely to ensure that donated leave is used only for absences related to the catastrophic or severe illness or injury.

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

h. 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.

i. An employee is not eligible to receive donations of leave if, during the previous six (6) months, the employee has been placed on a written leave restriction, or has received a written reprimand or suspension related to attendance.

j. 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 twenty (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 university or Office of the Chancellor, whichever is applicable, 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 (seven and one half or [7½] eight [8] hours), but not more than five (5) days can be donated to any one (1) employee in the same leave calendar year. The donor's annual leave balance after donation cannot be less than the equivalent of five (5) workdays of leave (thirty-seven and one half [37½] or forty [40] hours). Anticipated personal leave may not be donated.

c. The donation is affected by the completion and submission of a Request to Donate Leave to the university or Office of the Chancellor human resource office. Leave is deducted from the donor's annual and/or personal leave balance at the time of donation 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, deceases, 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 twenty (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 limitations in Recommendation 13, Section 6.

### Section 4. The provisions of this Recommendation are not grievable under the grievance and

arbitration procedure provided for in Recommendation 37 and 38.

### RECOMMENDATION NO. 43 TUITION WAIVER

Effective with the start of the Fall Semester of 2000, the State System/Universities shall modify their tuition waiver policy which shall supersede all prior University and/or Board of Governors' policies and shall establish a uniform policy for all State System employees covered by this Memorandum as follows:

Section 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 six (6) credits per semester and must be taken during non-working hours.

Section 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.

Section 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.

Section 4. This waiver of tuition at the university where the eligible employee is employed shall be applicable until the children obtain the first undergraduate degree or until the children reach the age of twenty-five (25), whichever occurs first. This waiver of tuition shall continue to the limits stated above in the event the eligible employee, after fifteen (15) or more years of service, exclusively within the State System, becomes permanently disabled or dies.

Section 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. retired on or after January 1, 2001 (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 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 of the State System with regular status, in active pay status.

“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.

“Tuition” shall be defined as the basic charge established by the Board of Governors to supplement state appropriations in support of the 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.

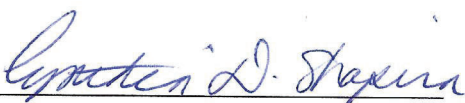
“Where employed” is defined to mean the local university to which the employee is appointed.


RECOMMENDATION NO. 44  
TERMINATION

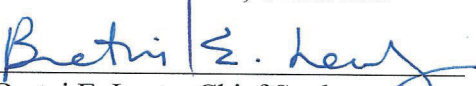
This Memorandum shall be effective on the date of signing, except where specifically provided that a particular Recommendation will be effective on another date. The Recommendations set forth in this Memorandum reflect the determination arrived at by the Employer after discussions with the Union as required by the Pennsylvania Public Employee Relations Act. It must be further understood that the above Recommendations shall not constitute a collective bargaining agreement nor a contract binding on the parties. 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 meet and discuss schedule established under the Public Employee Relations Act.

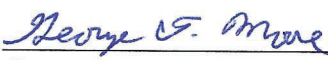
The parties hereto through their duly authorized officers or representatives hereby have hereunto set their hands and seals on this 20th day of April 2023.

Pennsylvania's State System  
of Higher Education

  
Cynthia D. Shapira, Chair

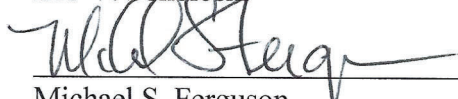
  
Daniel I. Greenstein, Chancellor

  
Bretni E. Lentz, Chief Spokesperson

  
George T. Moore

Debra L. Fitzsimons

Leo V. Sokoloski

  
Michael S. Ferguson

International Union, Security, Police  
and Fire Professionals of America (SPFPA)

  
Tony Seefeld, International Representative

 502  
Thomas Hearn, Vice President, Local 502

  
Julie Brennan, Committee Chair, Local 502

## APPENDIX A

<b>37.5 HOUR PAY SCHEDULE</b> <b>POLICE SUPERVISOR</b> <b>EFFECTIVE</b> <b>JANUARY 4, 2020</b>
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PAY STEP		PAY RANGE Police Supervisor
<b>1</b>	Hourly	25.59
	Biweekly	1,919.25
	Annual *	50,054
<b>2</b>	Hourly	26.87
	Biweekly	2,015.25
	Annual *	52,558
<b>3</b>	Hourly	28.21
	Biweekly	2,115.75
	Annual *	55,179
<b>4</b>	Hourly	29.62
	Biweekly	2,221.50
	Annual *	57,937
<b>5</b>	Hourly	31.10
	Biweekly	2,322.50
	Annual *	60,832
<b>6</b>	Hourly	32.66
	Biweekly	2,449.50
	Annual *	63,883
<b>7</b>	Hourly	34.29
	Biweekly	2,571.75
	Annual *	67,071
<b>8</b>	Hourly	36.00
	Biweekly	2,700.00
	Annual *	70,416



<b>9</b>	Hourly	37.80
	Biweekly	2,835.00
	Annual *	73,937
<b>10</b>	Hourly	39.69
	Biweekly	2,976.75
	Annual *	77,634

<p align="center"><b>40 HOUR PAY SCHEDULE</b>  <b>POLICE SUPERVISOR</b>  <b>EFFECTIVE</b>  <b>JANUARY 4, 2020</b></p>
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PAY STEP		PAY RANGE Police Supervisor
<b>1</b>	Hourly Biweekly Annual *	25.59 2,047.20 53,391
<b>2</b>	Hourly Biweekly Annual *	26.87 2,149.60 56,062
<b>3</b>	Hourly Biweekly Annual *	28.21 2,256.80 58,857
<b>4</b>	Hourly Biweekly Annual *	29.62 2,369.60 61,799
<b>5</b>	Hourly Biweekly Annual *	31.10 2,488.00 64,887
<b>6</b>	Hourly Biweekly Annual *	32.66 2,612.80 68,142
<b>7</b>	Hourly Biweekly Annual *	34.29 2,743.20 71,543
<b>8</b>	Hourly Biweekly Annual *	36.00 2,880.00 75,110

<b>9</b>	Hourly	37.80
	Biweekly	3,024.00
	Annual *	78,866
<b>10</b>	Hourly	39.69
	Biweekly	3,175.20
	Annual *	82,809

## APPENDIX B

<b>37.5 HOUR PAY SCHEDULE</b> <b>SECURITY OFFICER 2</b> <b>EFFECTIVE March 1, 2022</b>
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PAY STEP		PAY RANGE Security Officer 2
1	Hourly	17.96
	Biweekly	1,347.00
	Annual *	35,130
2	Hourly	18.30
	Biweekly	1,372.50
	Annual *	35,795
3	Hourly	18.70
	Biweekly	1,402.50
	Annual *	36,577
4	Hourly	19.12
	Biweekly	1,434.00
	Annual *	37,399
5	Hourly	19.43
	Biweekly	1,457.25
	Annual *	38,005
6	Hourly	19.82
	Biweekly	1,486.50
	Annual *	38,768
7	Hourly	20.26
	Biweekly	1,519.50
	Annual *	39,629
8	Hourly	20.69
	Biweekly	1,551.75
	Annual *	40,470
9	Hourly	21.08
	Biweekly	1,581.00
	Annual *	41,232

<b>10</b>	Hourly	21.54
	Biweekly	1,615.50
	Annual *	42,132
<b>11</b>	Hourly	21.98
	Biweekly	1,648.50
	Annual *	42,993
<b>12</b>	Hourly	22.45
	Biweekly	1,683.75
	Annual *	43,912
<b>13</b>	Hourly	22.92
	Biweekly	1,719.00
	Annual *	44,832
<b>14</b>	Hourly	23.43
	Biweekly	1,757.25
	Annual *	45,829
<b>15</b>	Hourly	23.92
	Biweekly	1,794.00
	Annual *	46,788
<b>16</b>	Hourly	24.48
	Biweekly	1,836.00
	Annual *	47,883
<b>17</b>	Hourly	25.04
	Biweekly	1,878.00
	Annual *	48,978
<b>18</b>	Hourly	25.57
	Biweekly	1,917.75
	Annual *	50,015
<b>19</b>	Hourly	26.18
	Biweekly	1,963.50
	Annual *	51,208
<b>20</b>	Hourly	26.75
	Biweekly	2,006.25
	Annual *	52,323

**40 HOUR PAY SCHEDULE  
SECURITY OFFICER 2  
EFFECTIVE March 1, 2022**

		<b>PAY RANGE Security Officer 2</b>
<b>1</b>	Hourly	17.96
	Biweekly	1,436.80
	Annual *	37,472
<b>2</b>	Hourly	18.30
	Biweekly	1,464.00
	Annual *	38,181
<b>3</b>	Hourly	18.70
	Biweekly	1,496.00
	Annual *	39,016
<b>4</b>	Hourly	19.12
	Biweekly	1,529.60
	Annual *	39,892
<b>5</b>	Hourly	19.43
	Biweekly	1,554.40
	Annual *	40,539
<b>6</b>	Hourly	19.82
	Biweekly	1,585.60
	Annual *	41,352
<b>7</b>	Hourly	20.26
	Biweekly	1,620.80
	Annual *	42,270
<b>8</b>	Hourly	20.69
	Biweekly	1,655.20
	Annual *	43,168
<b>9</b>	Hourly	21.08
	Biweekly	1,686.40
	Annual *	43,981

<b>10</b>	Hourly	21.54
	Biweekly	1,723.20
	Annual *	44,941
<b>11</b>	Hourly	21.98
	Biweekly	1,758.40
	Annual *	45,859
<b>12</b>	Hourly	22.45
	Biweekly	1,796.00
	Annual *	46,840
<b>13</b>	Hourly	22.92
	Biweekly	1,833.60
	Annual *	47,820
<b>14</b>	Hourly	23.43
	Biweekly	1,874.40
	Annual *	48,884
<b>15</b>	Hourly	23.92
	Biweekly	1,913.60
	Annual *	49,907
<b>16</b>	Hourly	24.48
	Biweekly	1,958.40
	Annual *	51,075
<b>17</b>	Hourly	25.04
	Biweekly	2,003.20
	Annual *	52,243
<b>18</b>	Hourly	25.57
	Biweekly	2,045.60
	Annual *	53,349
<b>19</b>	Hourly	26.18
	Biweekly	2,094.40
	Annual *	54,622
<b>20</b>	Hourly	26.75
	Biweekly	2,140.00
	Annual *	55,811



## APPENDIX C

<b>37.5 HOUR PAY SCHEDULE</b> <b>POLICE SUPERVISOR</b> <b>EFFECTIVE</b> <b>FEBRUARY 11, 2023</b>
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Year		PAY RANGE Police Supervisor
1	Hourly Biweekly Annual *	28.46 2,134.50 55,668
2	Hourly Biweekly Annual *	30.03 2,252.25 58,739
3	Hourly Biweekly Annual *	31.68 2,376.00 61,966
4	Hourly Biweekly Annual *	33.42 2,506.50 65,370
5	Hourly Biweekly Annual *	35.26 2,644.50 68,969
6	Hourly Biweekly Annual *	37.20 2,790.00 72,763
7	Hourly Biweekly Annual *	39.25 2,943.75 76,773

**40 HOUR PAY SCHEDULE  
POLICE SUPERVISOR  
EFFECTIVE  
FEBRUARY 11, 2023**

<b>Year</b>		<b>PAY RANGE Police Supervisor</b>
<b>1</b>	Hourly Biweekly Annual *	28.46 2,276.80 59,379
<b>2</b>	Hourly Biweekly Annual *	30.03 2,402.40 62,655
<b>3</b>	Hourly Biweekly Annual *	31.68 2,534.40 66,097
<b>4</b>	Hourly Biweekly Annual *	33.42 2,673.60 69,727
<b>5</b>	Hourly Biweekly Annual *	35.26 2,820.80 73,566
<b>6</b>	Hourly Biweekly Annual *	37.20 2,976.00 77,614
<b>7</b>	Hourly Biweekly Annual *	39.25 3,140.00 81,891

## APPENDIX D

<b>37.5 HOUR PAY SCHEDULE</b> <b>POLICE SUPERVISOR</b> <b>REGIONAL PAY</b> <b>EFFECTIVE</b> <b>FEBRUARY 11, 2023</b>
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Year		PAY RANGE Police Supervisor
1	Hourly Biweekly Annual *	29.46 2,209.50 57,624
2	Hourly Biweekly Annual *	31.03 2,327.25 60,695
3	Hourly Biweekly Annual *	32.68 2,451.00 63,922
4	Hourly Biweekly Annual *	34.42 2,581.50 67,326
5	Hourly Biweekly Annual *	36.26 2,719.50 70,925
6	Hourly Biweekly Annual *	38.20 2,865.00 74,719
7	Hourly Biweekly Annual *	40.25 3,018.75 78,729

**40 HOUR PAY SCHEDULE  
POLICE SUPERVISOR  
REGIONAL PAY  
EFFECTIVE  
FEBRUARY 11, 2023**

<b>Year</b>		<b>PAY RANGE Police Supervisor</b>
<b>1</b>	Hourly Biweekly Annual *	29.46 2,356.80 61,465
<b>2</b>	Hourly Biweekly Annual *	31.03 2,482.40 64,741
<b>3</b>	Hourly Biweekly Annual *	32.68 2,614.40 68,184
<b>4</b>	Hourly Biweekly Annual *	34.42 2,753.60 71,814
<b>5</b>	Hourly Biweekly Annual *	36.26 2,900.80 75,653
<b>6</b>	Hourly Biweekly Annual *	38.20 3,056.00 79,700
<b>7</b>	Hourly Biweekly Annual *	40.25 3,220.00 83,978

## APPENDIX E

<b>37.5 HOUR PAY SCHEDULE</b> <b>SECURITY OFFICER 2</b> <b>EFFECTIVE</b> <b>FEBRUARY 11, 2023</b>
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Year		PAY RANGE Security Officer 2
1	Hourly	17.31
	Biweekly	1,298.25
	Annual *	33,858
2	Hourly	18.26
	Biweekly	1,369.50
	Annual *	35,717
3	Hourly	19.26
	Biweekly	1,444.50
	Annual *	37,673
4	Hourly	20.32
	Biweekly	1,524.00
	Annual *	39,746
5	Hourly	21.44
	Biweekly	1,608.00
	Annual *	41,937
6	Hourly	22.62
	Biweekly	1,696.50
	Annual *	44,245
7	Hourly	23.86
	Biweekly	1,789.50
	Annual *	46,670
8	Hourly	25.17
	Biweekly	1,887.75
	Annual *	49,233

**40 HOUR PAY SCHEDULE  
SECURITY OFFICER 2  
EFFECTIVE  
FEBRUARY 11, 2023**

<b>Year</b>		<b>PAY RANGE Security Officer 2</b>
<b>1</b>	Hourly	17.31
	Biweekly	1,384.80
	Annual *	36,116
<b>2</b>	Hourly	18.26
	Biweekly	1,460.80
	Annual *	38,098
<b>3</b>	Hourly	19.26
	Biweekly	1,540.80
	Annual *	40,184
<b>4</b>	Hourly	20.32
	Biweekly	1,625.60
	Annual *	42,396
<b>5</b>	Hourly	21.44
	Biweekly	1,715.20
	Annual *	44,732
<b>6</b>	Hourly	22.62
	Biweekly	1,809.60
	Annual *	47,194
<b>7</b>	Hourly	23.86
	Biweekly	1,908.80
	Annual *	49,782
<b>8</b>	Hourly	25.17
	Biweekly	2,013.60
	Annual *	52,515

## APPENDIX F

### ENTRANCE LEVEL CLASSIFICATIONS

<u>Class Code</u>	<u>Class Title</u>	<u>Pay Range</u>
74720	Security Officer 2	Security Officer 2
S7483	Police Supervisor	Police Supervisor



## **APPENDIX G**

### **HEALTH CARE MANAGEMENT PROGRAM (WELLNESS PROGRAM)**

The following elements shall be included in a health care management program (wellness program).

1. The State System shall continue to make a wellness program available in accordance with Recommendation 23 of this Memorandum.
2. There shall be no pre-existing condition exclusion for participation in the wellness program.
3. The wellness program shall be made available to active employees and covered spouses in the PPO plan.
4. New employees enrolled in the PPO plan and hired less than 30 days prior to the cutoff date(s) for completion of the health care management program requirements will automatically contribute at the participant level as set forth in Recommendation 23, Section 3. The employee and covered spouse must complete the health care management program requirements by the next participation cutoff date in order to continue to contribute at the participant level for the next fiscal year.

An employee and covered spouse who elects not to complete the health care management program requirements will be eligible for contributions at the participant level as set forth in Recommendation 23, Section 3. in subsequent fiscal years provided that they complete the requirements by the completion cutoff date.

5. Personal health information provided through the wellness program shall be protected by the Health Insurance Portability and Accountability Act (HIPAA).

## **APPENDIX H**

### **DISABILITY RETIREMENT DETERMINATION PROCEDURE FOR ALTERNATIVE RETIREMENT PLAN PARTICIPANTS**

This procedure is adopted to implement the disability retirement determination standard created by Recommendation No. 13, Section 7.b.(2), and Recommendation No. 23, Section 6.f.(2) of the Memorandum of Understanding.

1. To determine if an Alternative Retirement Plan participant qualifies for the benefits granted under the above-referenced Recommendations, all relevant evidence shall be submitted to a physician designated by the State System. The physician's determination shall be based on the standards utilized by the State Employees' Retirement System (SERS) in determining eligibility for disability retirement. The physician's determination shall be issued to the State System and the Union.

2. In the event an employee is dissatisfied with the physician's determination under paragraph 1 above, the employee or the Union may appeal that determination to final and binding arbitration to be conducted by an arbitrator, designated by the State System who shall apply the standards used by the SERS in determining eligibility for disability retirement.

3. The arbitrator's fees and expenses shall be shared equally by the Union or the employee and the State System, but each party shall bear its own cost of preparing and presenting its case to the arbitrator.

4. Disputes arising under this Appendix shall be not be subject to the Grievance and Arbitration provisions of Recommendation No. 38 of the Memorandum of Understanding.

5. The State System agrees to meet and discuss with the Union prior to utilizing a physician or arbitrator different from those utilized on the effective date of this Understanding.

## APPENDIX I

### ORGANIZATIONAL SENIORITY UNITS

#### Furloughs

1. Bloomsburg campus of Commonwealth University of Pennsylvania
2. Cheyney University of Pennsylvania
3. California campus of Pennsylvania Western University
4. Clarion campus of Pennsylvania Western University (includes the Venango branch campus)
5. East Stroudsburg University of Pennsylvania
6. Edinboro campus of Pennsylvania Western University
7. Indiana University of Pennsylvania
8. Lock Haven campus of Commonwealth University of Pennsylvania (includes the Clearfield branch campus)
9. Kutztown University of Pennsylvania
10. Mansfield campus of Commonwealth University of Pennsylvania (includes the Sayre branch campus)
11. Millersville University of Pennsylvania
12. Shippensburg University of Pennsylvania
13. Slippery Rock University of Pennsylvania
14. West Chester University of Pennsylvania

## APPENDIX J

1. Work shifts of ten (10) or twelve (12) hours may be implemented at a campus by the employer at its sole discretion following meet and discuss with the union.
2. The schedule must be approved by the Office of the Chancellor prior to implementation. The sole basis for approval/denial at this stage is the ability for the payroll system to accommodate said schedule.
3. Either party may place issues regarding the implementation of a ten (10) or twelve (12) hour shift schedule on the local meet and discuss agenda.
4. Schedules implemented under this section may be terminated by the employer at any time following meet and discuss with the union.
5. For ten (10) hour shifts, overtime shall be paid for all hours worked over forty (40) in a workweek. For twelve (12) hour shifts, overtime shall be paid for all hours worked over 80 in a pay period. For ten (10) or twelve (12) hour shifts, the provisions of Recommendation 18, Section 1.a requiring overtime be paid for work over eight (8) hours in a day are waived. For twelve (12) hour shifts, the provisions of Recommendation 18, Section 1.a requiring overtime be paid for work over forty (40) hours in a workweek are waived.
6. Rest periods shall be provided in accordance with Recommendation 6 (Rest Periods).
7. Leave shall be charged on an hour-for-hour basis. A day of bereavement leave under Recommendation 13, Section 6 is considered to be eight (8) hours.
8. If a holiday falls on a scheduled workday and the employee does not work, holiday compensation will be at the straight time rate for the first eight (8) hours. The remaining work hours in the scheduled workday must be reconciled by the use of annual, personal, or compensatory leave for the remaining scheduled hours. If annual, personal, or compensatory leave is exhausted, leave without pay time will be charged.
9. If a holiday-falls on a day off, compensatory time off of eight (8) hours at the straight time rate will be made available for use.
10. If a holiday falls on a work day and the employee works, time worked will be compensated at one and one-half times the employee's regular hourly rate of pay. The employee will receive paid time off for all hours worked on the holiday up to eight (8) hours.