



AGREEMENT

BETWEEN

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

AND

PASSHE OFFICERS ASSOCIATION (POA)

September 1, 2022 - August 31, 2025

## TABLE OF CONTENTS

	PAGE
PREAMBLE	4
ARTICLE 1, RECOGNITION	4
ARTICLE 2, MANAGEMENT RIGHTS	4
ARTICLE 3, UNION SECURITY	5
ARTICLE 4, DUES DEDUCTION	5
ARTICLE 5, HOURS OF WORK	6
ARTICLE 6, REST PERIODS	7
ARTICLE 7, MEAL PERIODS	7
ARTICLE 8, EATING & SANITARY FACILITIES	8
ARTICLE 9, HOLIDAYS	8
ARTICLE 10, PERSONAL LEAVE DAYS	10
ARTICLE 11, LEAVES OF ABSENCE	13
ARTICLE 12, VACATIONS	13
ARTICLE 13, SICK LEAVE & BEREAVEMENT LEAVE	16
ARTICLE 14, CIVIL LEAVE	19
ARTICLE 15, MILITARY LEAVE	21
ARTICLE 16, LEAVES OF ABSENCE WITHOUT PAY	24
ARTICLE 17, PARENTAL LEAVE/FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE	27
ARTICLE 18, SALARIES & WAGES	34
ARTICLE 19, OVERTIME	37
ARTICLE 20, SHIFT DIFFERENTIAL	40
ARTICLE 21, CALL TIME	40
ARTICLE 22, STANDBY TIME	40
ARTICLE 23, LIFE INSURANCE	41
ARTICLE 24, HEALTH BENEFITS	42
ARTICLE 25, WORK-RELATED INJURIES	49
ARTICLE 26, CLASSIFICATION	52
ARTICLE 27, DISCHARGE, DEMOTION, SUSPENSION, & DISCIPLINE	54
ARTICLE 28, SENIORITY	56
ARTICLE 29, UNIFORMS, CLOTHING & EQUIPMENT	62
ARTICLE 30, DISCRIMINATION	63
ARTICLE 31, UNION BUSINESS AND MEET AND DISCUSS	63
ARTICLE 32, SPECIAL & PART-TIME EMPLOYEES	64
ARTICLE 33, PEACE & STABILITY	64
ARTICLE 34, MISCELLANEOUS PROVISIONS	65
ARTICLE 35, EQUAL EMPLOYMENT OPPORTUNITY	67
ARTICLE 36, COURT TIME	67

## TABLE OF CONTENTS

	PAGE
ARTICLE 37, GRIEVANCES & ARBITRATION	68
ARTICLE 38, SAFETY & HEALTH	70
ARTICLE 39, SUCCESSORS	71
ARTICLE 40, PRESERVATION OF BARGAINING UNIT WORK	71
ARTICLE 41, FAMILY CARE LEAVE	72
ARTICLE 42, LEAVE DONATION PROGRAM	74
ARTICLE 43, LIABILITY COVERAGE AND LEGAL DEFENSE	77
ARTICLE 44, TUITION WAIVER	77
ARTICLE 45, TERMINATION	79
APPENDIX A, PATROL OFFICER AND POLICE SPECIALIST PAY SCHEDULE Effective January 4, 2020	80
APPENDIX B, SECURITY OFFICER 1 PAY SCHEDULE Effective March 1, 2022	82
APPENDIX C, PATROL OFFICER AND POLICE SPECIALIST PAY SCHEDULE Effective February 11, 2023	86
APPENDIX D, PATROL OFFICER AND POLICE SPECIALIST PAY SCHEDULE REGIONAL PAY Effective February 11, 2023	88
APPENDIX E, SECURITY OFFICER 1 PAY SCHEDULE Effective February 11, 2023	90
APPENDIX F, CLASS SERIES AND ENTRANCE LEVEL CLASSES	92
APPENDIX G, HEALTH CARE MANAGEMENT PROGRAM	93
APPENDIX H, DISABILITY RETIREMENT DETERMINATION PROCEDURE FOR ALTERNATE RETIREMENT PLAN PARTICIPANTS	94
APPENDIX I, ORGANIZATIONAL SENIORITY UNITS	95
APPENDIX J, 10-12 HOUR SHIFTS	96
APPENDIX K, PATROL OFFICER TRAINEE	98

## PREAMBLE

This Agreement entered into by the PASSHE Officers Association, hereinafter referred to as Union, and Pennsylvania's State System of Higher Education (State System), hereinafter referred to as the Employer, has as its purpose the promotion of harmonious relations between the Union and the Employer; the establishment of an equitable peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE 1 RECOGNITION

Section 1. The Union is recognized as the exclusive representative for collective bargaining purposes for employees within the classifications included under the certification of the Pennsylvania Labor Relations Board, dated November 20, 2018, more specifically referred to as PERA-R-17-302-E.

Section 2. This Agreement pertains only to those employees falling within the certifications referred to in Section 1 of this Article.

Section 3. The term "employee" when used in this Agreement refers only to those persons falling within classifications covered by the certification referred to in Section 1 of this Article.

## ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Except as modified by this Agreement, 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 Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

ARTICLE 3  
UNION SECURITY

Section 1. Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date shall maintain membership in the Union, provided that such employee may resign from the Union in accordance with the following procedure:

a. The employee shall send a certified letter 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 Agreement as well as a copy by regular mail to the university concerned.

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

ARTICLE 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 Article 18 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 Agreement. When revoked by the employee in accordance with Article 3, the Employer shall halt the check-off of dues effective the first full pay period following the expiration of this Agreement.

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 provisions of this Article shall continue to pertain and be complied with by the Employer when any employee is transferred from one (1) position to another position covered by this Agreement. 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 bargaining 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 Article.

## ARTICLE 5 HOURS OF WORK

Section 1. The workweek for employees of this unit shall consist of any five days within a consecutive seven calendar day period.

For employees assigned to regular shift coverage (those shifts that provide 24 hour coverage for security and patrol continuity), the universities will attempt, contingent upon operational necessity, to either schedule an employee's regular days off consecutively or schedule an employee's five workdays consecutively during each seven-day period in a workweek (Saturday through Friday). Failure to schedule an employee's regular days off or days on consecutively will not be grievable unless it is believed to have been done for arbitrary or capricious reasons.

Section 2. The workday shall consist of any 24 hours in a pre-established work schedule beginning with the scheduled reporting time for the employee's shift.

Section 3. The work shift shall consist of 7 1/2 or 8 work hours within a pre-established work schedule.

Except for emergencies, employees will not be required to work more than 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 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.

## ARTICLE 6 REST PERIODS

Section 1. An employee shall be permitted a fifteen-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 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 shift 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 employees take a meal period at the expiration of their normal work day, then they 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 ( $3\frac{3}{4}$ ) hour work period.

## ARTICLE 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.

## ARTICLE 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.

## ARTICLE 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 Article 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 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 Article, the employee shall be compensated at one and one-half (1 ½) 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 employee makes no attempt to schedule the earned paid time off within the 180 day period succeeding the holiday, such time will be scheduled by the 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 (1 ½) 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 Article 19 of this Agreement.

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

## ARTICLE 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 (½) 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 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 [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 quarter 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 bargaining unit at the university, or campus in the case of an employee of Commonwealth University of Pennsylvania 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 the Officer in Charge (OIC) 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 ( $\frac{1}{2}$ ) provided they are in an active pay status a percentage of 150 hours (thirty-seven and one half [ $37\frac{1}{2}$ ] 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 Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31, 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.

ARTICLE 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 Agreement 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 Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

ARTICLE 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 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 Article include all hours paid except overtime, standby time, call time, and full-time out-service training.

Employees shall be credited with a year of service for each 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 bargaining unit at the university, or campus in the case of an employee of Commonwealth University 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 day (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 Article 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 times (1 ½) 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 Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to 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 Article 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 Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

Section 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.

### ARTICLE 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 Article 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

Sick Family Allowance

Over 1 year to 3 years

Up to 52.5/56 additional hours (7 days)

Over 3 years to 15 years

Up to 112.5/120 additional hours (15 days)

Over 15 years to 25 years

Up to 150/160 additional hours (20 days)

Over 25 years

Up to 195/208 additional hours (26 days)

b. During the initial 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 payments shall not be made for part days of accumulated sick leave.

Section 9. The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to 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 Article 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 Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

Section 13. 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.

#### ARTICLE 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 Article is intended to mean only the following courts: Minor Judiciary Court, Courts of Common Pleas, Commonwealth Court and the United States District Court.

Section 4.

a. Permanent employees, while performing firefighting 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.

ARTICLE 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 tour 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 Article (relating to military leaves without pay) except such vested rights as they may have acquired thereto by virtue of payments made into their retirement accounts.

Section 9. Physical Examination

Employees shall be granted one (1) 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 Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

ARTICLE 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 years.

## Section 5.

a. After completing twelve (12) months of service, permanent employees shall be granted, upon written request, up to six (6) months of sick leave without pay with benefits, on a rolling twelve (12) month year basis, provided the employee has at least 1250 hours of actual work time within the twelve (12) months preceding the commencement of the leave (900 hours for permanent part-time employees). If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted for less than two (2) consecutive weeks. The request, which shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return.

If requested and properly documented as medically necessary, leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve (12) weeks of absence per rolling twelve (12) month year. After twelve (12) weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve (12) month year shall not be approved for periods less than two (2) consecutive weeks, except as described in subsection 5.d below. For eligible permanent part-time employees, both the six month (6) and 12 week entitlements provided by this subsection will be pro-rated based on the employee's percentage of full-time regular hours worked.

b. Employees shall be required to use all accrued paid sick leave upon commencement of sick leave without pay. Such sick leave used will run concurrently with and reduce the six (6) month entitlement to leave without pay with benefits. Employees shall not be required to use annual, personal, compensatory or holiday leave upon the commencement of sick leave without pay; however, if annual, personal, compensatory or holiday leave is used, it also will run concurrently with and reduce such entitlement.

c. Subsection 5.b. applies except that employees may choose to retain up to ten (10) days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used by employees at any time during the first twelve (12) weeks of the six (6) month entitlement to leave without pay with benefits. Such sick leave used will run concurrently with and reduce the six (6) month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two (2) consecutive weeks after the first twelve (12) weeks of the six (6) month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Article 13. Such use will not be counted against the six (6) month entitlement to leave without pay with benefits.

d. Intermittent or reduced-time sick leave without pay may be approved for absences after the first twelve (12) weeks of the six (6) month leave entitlement to leave without pay with benefits when due to a catastrophic illness or injury of the employee that poses a direct threat to life or the vital function of major bodily systems or organs, and would cause the employee to take leave without pay or terminate employment. All accrued and anticipated leave must be used before granting leave without pay under this subsection. Such leave without pay used will run concurrently with and reduce the six (6) month entitlement to leave without pay with benefits.

e. One aggregate six (6) month entitlement of leave without pay with benefits will be provided for sick leave without pay used under this Section, parental leave without pay used under Article 17, Section 1.a., and family care leave without pay used under Article 41, Section 1. Leave used under these Articles, as well as military exigency leave used under Section 12 below, will be deducted from the six (6) month entitlement and run concurrently.

f. After the employee has used an aggregate of six (6) months of leave without pay with benefits under this Section, Article 17, Section 1.a., Article 41, Section 1, and/or military exigency leave under Section 12 below, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six (6) month entitlement under the rolling twelve (12) month year, provided that the employee has 1250 hours of actual work time within the twelve (12) month period preceding commencement of the leave (900 hours for permanent part-time employees).

g. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 24, Section 3.

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

Section 6. Upon request of the employee, an extension of up to an additional six (6) months of leave without pay shall be granted provided the employee provides proof of continuing illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return. The extension shall be without benefits and shall be contiguous to the termination of the initial six (6) months of leave without pay with benefits.

Leave under this Section shall not be used on an intermittent or reduced-time basis. Upon certification from the employee's doctor that the employee is able to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the university intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six (6) month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the 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 six (6) month period in the seniority unit, provided there are no seniority claims to the position, and the university intends to fill the position.

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

Section 7. For denied work-related injuries, up to six (6) months of leave without pay without benefits may be granted when the employee does not meet eligibility requirements for leave under subsection 5.a. of this Article.

Section 8. Up to six (6) months of leave without pay without benefits may be granted to employees with less than one (1) year of employment since the most recent hire date, 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.

Section 9. Upon the expiration of any approved leave of absence without pay, except as provided in Section 6 above, Article 17, Section 3, Article 25, Section 7, and in Article 41, Section 5, the employee is entitled to return to a position in the same or equivalent classification within the university, subject to the furlough provisions of Article 28, Seniority.

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

Section 11. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 23 and 24 will continue for the period of time the employee is on sick leave without pay with benefits under Section 5 of this Article.

Section 12. After completing one year of service, employees may be eligible to use unpaid military exigency or military caregiver leave. Military exigency absence provides twelve (12) weeks of leave within a rolling calendar year. Military caregiver absence provides twenty-six (26) weeks of leave within a single twelve (12) month period. Both military exigency leave and military caregiver leave may be used intermittently or on a reduced time basis.

Section 13. Effective with the beginning of the 2020 leave calendar year, upon the expiration of any approved leave of absence without pay, except as provided in Article 17, Section 12 and in Article 25, Section 7, the employee is entitled to return to a position in the same or equivalent classification within the university, subject to the furlough provisions of Article 28, Seniority.

Section 14. Effective with the beginning of the 2020 leave calendar year, Sections 5 through 12 of this Article shall expire, and be replaced by the provisions of Article 17, Sections 10 through 17, except that employees who commenced a leave under this Article prior to that time shall continue to be governed by the provisions of this Article at the time their leave commenced.

## ARTICLE 17

### PARENTAL LEAVE/FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

Section 1. General

a. After completing one (1) year of service, all permanent employees of the Employer who become parents through childbirth or formal adoption or placement of a child with an employee for foster care shall be granted up to six (6) months of parental leave without pay with benefits upon request, on a rolling twelve (12) month year basis, provided the employee has at least 1250 hours of actual work time within the twelve (12) months preceding the commencement of the leave (900 hours for permanent part-time employees). Leave under this Section may be approved

on an intermittent or reduced-time basis during the first twelve (12) weeks of absence. After twelve (12) weeks of absence, subsequent leaves may be approved on a reduced-time basis; subsequent leaves taken intermittently or continuously in the rolling twelve (12) month year shall not be approved for periods less than two (2) consecutive weeks. For eligible permanent part-time employees, both the six (6) month and twelve (12) week entitlements provided by this subsection will be pro-rated based on the employee's percentage of full-time regular hours worked.

b. One aggregate six (6) month entitlement of leave without pay with benefits will be provided for parental leave without pay used under Section 1.a., sick leave without pay used under Article 16, Section 5.a., and family care leave without pay used under Article 41, Section 1. Leave used under these Articles, as well as military exigency leave used under Article 16, Section 12, will be deducted from the six (6) month entitlement and run concurrently.

c. After the employee has used an aggregate of six (6) months of leave without pay with benefits under this Section, Article 16, Section 5.a., Article 41, Section 1, and/or military exigency leave used under Article 16, Section 12, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six (6) month entitlement under the rolling twelve (12) month year, provided that the employee has at least 1250 hours of actual work time within the twelve (12) month period preceding commencement of the leave (900 hours for permanent part-time employees).

d. Upon request of the employee, an extension of up to an additional six (6) months of leave without pay shall be granted. The extension shall be without benefits and shall be contiguous to the termination of the initial six (6) months of leave without pay with benefits. It shall not be used on an intermittent or reduced-time basis.

e. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 24, Section 3.

## Section 2. Granting Leave

a. An employee shall submit written notification to the immediate supervisor stating the anticipated duration of the leave at least two (2) weeks in advance if circumstances permit. Parental leaves shall begin whenever employees request on or after the birth, adoption or foster care placement. However, it may be used prior to the date of custody or placement, when required for the adoption or placement to proceed. No parental 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 leave prior to parental leave unless she can no longer satisfactorily perform the duties of her position.

c. During the first six (6) months of absence under Section 1.a. of this Article, the duties of the position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a substitute employee.

### Section 3. Re-employment

During the first six (6) months of absence under Section 1.a of this Article, an employee has the right to return to the same position in the same classification held before going on parental leave, or to an equivalent position with regard to pay and skill.

During any extension period, under Section 1.d. of this Article, the employee, upon written request to return to work, shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the university intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six (6) month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the 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 six-month period in the seniority unit, provided there are no seniority claims to the position, and the university intends to fill the position.

### Section 4. Seniority Rights

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

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

a. An employee shall be required to use all accrued paid sick leave for the period that she is unable to work as certified by a physician upon commencement of parental leave without pay. Such sick leave used will run concurrently with and reduce the six (6) month entitlement to leave without pay with benefits and shall be used in accordance with Article 16, Section 5. An employee shall not be required to use accrued annual, personal, compensatory or holiday leave upon the commencement of leave without pay; however, if annual, personal, compensatory or holiday leave is used, it also will run concurrently with and reduce such entitlement. Unused leave shall be carried over until return. An employee shall not earn annual, personal and sick leave while on parental leave without pay.

b. Subsection 5.a. applies except that employees may choose to retain up to ten (10) days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used by employees at any time during the first twelve (12) weeks of the six (6) month entitlement to leave without pay with benefits as certified by a physician for the period that she is unable to work; such sick leave used will run concurrently with and reduce the six (6) month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two (2) consecutive weeks after the first twelve (12) weeks of the six (6) month entitlement to leave without pay with benefits will be reviewed for

approval under the provisions of Article 13. Such use will not be counted against the six (6) month entitlement to leave without pay with benefits.

Section 6. Benefits

State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 23 and 24 will continue for the period of time the employee is on parental leave without pay with benefits under Section 1.a. of this Article.

Section 7. Guidelines

Guidelines established by the Secretary of Administration regarding parental leave and benefits while on parental leave are published through the Directives Management System (Reference Management Directive 530.3).

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

Section 9. Effective with the beginning of the 2020 leave calendar year, Sections 1 through 8 of this Article shall expire and be replaced by the provisions of Section 10 through 17 of this Article.

Section 10. General

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 (12) month year basis, provided the employee has at least 1250 hours of actual work time within the twelve (12) 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 leave 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 or 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 reasons.

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 Article shall not apply to a compensable work-related injury. For non-compensable workers' compensation claims, Subsection 10.a. of this Article applies. When the employee does not meet eligibility requirements for leave under Subsection 10.a. of this Article, 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 11. 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 12. 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 the 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 10a. 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 13. 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 14. Annual, Sick, Personal, Compensatory and Holiday Leave

a. An employee using FMLA leave for military exigencies or military caregiving, must use all applicable, 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 Article. If any paid leave is used, it will run concurrently with and reduce the entitlement under Sections 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 Article 9, Holidays.

b. An employee may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used 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 Article 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 Articles 9,10, 12 and 13 as applicable.

### Section 15. Benefits

a. Employer-paid coverage for life insurance and employer payments toward coverage for health benefits as provided in Articles 23 and 24 will continue during FMLA leave under Section 10.a. and for the benefit-eligible period of leave under Section 10.c. of this Article.

b. The continuation of benefits under this Article is subject to the employee's payment of any required employee contribution under Article 24, Section 3.

Section 16. Definitions

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

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

(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 17. 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 Article are consistent with the Pennsylvania Human Relations Act, 43 P.S. Sections 951, et seq., and the Family and Medical Leave Act of 1993, 29 U.S.C. Sections 2601, et seq.

ARTICLE 18  
SALARIES AND WAGES

Section 1.

a. Effective September 1, 2022, Patrol Officers and Police Specialists covered by this Agreement will continue to be paid in accordance with the January 4, 2020 Pay Schedule in Appendix A, entitled Patrol Officers and Police Specialists.

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

c. Effective the first day of the first full pay period in February 2023, Patrol Officers and Police Specialists covered by this Agreement 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 Patrol Officers and Police Specialists.

d. Effective the first day of the first full pay period in February 2023, Patrol Officers and Police Specialists covered by this Agreement 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 Patrol Officers and Police Specialists 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. Beginning the first day of the first full pay period in February 2023 through July 31, 2025, Patrol Officers and Police Specialists covered by this Agreement 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 1s covered by this Agreement 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 1.

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 1s covered by this Agreement 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 POA bargaining unit on the effective date of ratification of this Agreement 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 collective bargaining agreement. 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 collective bargaining agreement.

## Section 2.

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

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 the Union after it has approved the hiring above the minimum rate and before the above minimum appointments are made by the appointing authority.

Section 3.

a. When an employee covered by this Agreement is promoted to another classification in a higher pay range, the employee shall be placed on the negotiated 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 Agreement 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 negotiated 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 Article 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 above 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.

ARTICLE 19  
OVERTIME

Section 1. One and one-half (1 ½) 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 Article:

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 (1/2) 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-month period shall be posted every six months.

Equalization units may be changed by written agreement of the parties. If either party requests a change to an established equalization unit, the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party can request that an unresolved equalization unit issue 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. After a period of forty-five (45) days from the date of the request to submit the unresolved issue to the Committee, either party can request that an unresolved equalization unit issue be submitted to an arbitration panel. The arbitration panel shall consist of one (1) Union staff member, one (1) staff member of the Employer, and one (1) impartial arbitrator jointly selected by the parties.

If a grievance arises over equalization of overtime based on actions taken by the Employer prior to the date of an agreement or an arbitration award establishing the applicable equalization unit, an arbitrator shall not award back pay to an employee due to the Employer's use of the incorrect equalization unit for the equalization of overtime.

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

Section 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 Agreement for the same hours worked. Time worked on holidays during an

employee's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of this Article.

Section 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.

## ARTICLE 20 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.

## ARTICLE 21 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.

## ARTICLE 22 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.

## ARTICLE 23 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 Article 16, Article 17, and Article 41 will continue to receive 100% Employer-paid coverage under the current life insurance plan as described in those Articles. When entitlements to benefits end under those Articles, 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 Articles specified in a. above, or injury leave for longer than one (1) full pay period may remain in the program for up to one (1) 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.

ARTICLE 24  
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 expected 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 Article 16, Article 17, Article 25, and Article 41 may continue to receive benefits as described in those Articles.

b. Eligible employees who are granted leave without pay for any reason other than leave without pay in accordance with the Articles specified in a. above for longer than one (1) full pay period, or for longer than the applicable periods specified in the Articles 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 (2) 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 sixty [60] for Alternative Retirement Plan [ARP]) with at least 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 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 twenty five (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 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,
  - 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 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 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,
  - 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 with the ratification of this agreement by the Board of Governors, the Health Care Cost Containment Committee shall be composed of fourteen (14) members with seven (7) management representatives and seven (7) 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, one (1) who shall represent and be appointed by SPFPA, and one (1) who shall represent and be appointed by POA.

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 POA 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 Agreement and any subsequent restructuring of the program after September 1, 2011, will apply to eligible employees, annuitants, or future annuitants covered by this Agreement. This section does not include the benefits extended to same-sex domestic partners as provided for in the management benefits program.

## ARTICLE 25 WORK-RELATED INJURIES

Section 1. An employee who sustains a work-related injury, during the period of this Agreement, as the result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Program, shall be entitled to use accumulated sick, annual, or personal leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers' compensation of full pay reduced by an amount that yields a net pay, including workers' compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, social security and retirement contributions. One (1) 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 Article, shall be determined in accordance with the State Employees' Retirement Code.

Section 4. At the expiration of the leave under Section 1, if an employee continues to receive workers' compensation, the employee will be placed on leave without pay in accordance with Section 7 below and will not be entitled to receive 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 Articles 23 and 24 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 Article 28, 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 Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury in accordance with Articles 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 Article 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 bargaining unit, outside their previously assigned shift and/or outside their overtime equalization unit. To facilitate the implementation of modified duty assignments, schedule and assignment changes may be implemented as soon as practicable. If the employee is unable to resume all of the duties of the employee's classification within a reasonable period of time, the Employer may demote or laterally reclassify the employee to an appropriate classification, taking into account the duties and responsibilities the employee is capable of performing and subject to the protections afforded by Federal and State Statutes.

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

Section 13. An employee who is disabled due to a recurrence of a work-related injury after three (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 Article 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 Article are consistent with the Americans with Disabilities Act.

## ARTICLE 26 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 a reallocation of their position through the grievance procedure as set forth in Article 37 of this Agreement, except that Step 4, arbitration, shall be replaced by Section 2 of this Article.

When the employee submits a grievance in Step 1, the employee shall attach to the grievance a description of the job. Determinations at Step 1 of Section 1 of Article 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. The Union, in response to an unfavorable decision at Step 2 of Section 1 of Article 37, may submit classification appeals to an arbitration panel. The panel shall consist of three (3) members; one (1) member appointed by the Employer, one (1) member appointed by the Union, and a third member selected by the parties jointly from a list of five (5) names to be mutually agreed upon by the Employer and the Union. The third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Employer and must be knowledgeable in the field of position classification.

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

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

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

Section 3. 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 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. Grievances pertaining to this Section may be processed through an arbitration panel consisting of one (1) Union staff member, one (1) staff member of the Employer, and one (1) permanent arbitrator jointly selected by the parties who is knowledgeable in the field of position classification. The decision of the arbitration panel shall be final and binding.

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.

Section 4. Under Sections 2 and 3 above, all fees and expenses of the arbitrator shall be divided equally between the parties except where one (1) of the parties of this Agreement requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the appeal in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 5. If an employee works out of class in a position in a higher rated classification within the seniority unit for 113 or more full days in a year and the Employer intends to fill the position on a permanent basis, the Employer will post a vacancy in that classification in that seniority unit which shall be filled in accordance with Article 28.

The Employer will not rotate the higher-level assignment of employees for the purpose of circumventing the 113-day rule.

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

## ARTICLE 27 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 Article 37, within fifteen (15) working days of the date of its occurrence, and subject to any conditions set forth in the grievance procedure under Article 37. The Employer shall promptly notify the POA

President and Vice President by email of any disciplinary demotion, suspension or discharge. The Union shall notify the Office of the Chancellor in writing of the email addresses of the POA President and Vice President. 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 Article 37, Grievances and Arbitration, until the notification is sent.

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

Section 3. 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 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.

A temporary employee who receives a permanent position through the process set forth in Article 28, Section 18 shall serve a 365 calendar day probationary period in the permanent position in accordance with the provisions of this Section.

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 Article 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 his/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 sent to the POA President and Vice President at the current email address on file.

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 steward.

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.

## ARTICLE 28 SENIORITY

Section 1. Under the terms of this Agreement, 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 for the purpose of promotion shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in the employee's

current classification.

b. Bargaining 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 rank and file classifications in the bargaining unit, included in this Agreement.

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 Agreement 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 Article 16, Section 3; leave without pay for work-related injuries in accordance with Article 25; sick leave without pay in accordance with Article 16, Sections 5 and 6; parental leave without pay in accordance with Article 17, Section 1; and family care leave without pay in accordance with Article 41 will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to the employee's accumulated total.

Section 2. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five (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 Bargaining 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 by Section 8 of this Article 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 2 of the grievance procedure contained in Article 37.

Section 4. The Employer agrees to post all vacancies, which are to be filled within the seniority unit at appropriate work locations for at least fifteen (15) calendar days prior to filling, unless an emergency requires a lesser period of time. Entrance level vacancies will be posted 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 the meritorious service factors and their appropriate weighting measure.

Section 5. Whenever the Employer deems it necessary to fill a vacancy, vacancies shall be filled in the following manner:

a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such vacancy shall submit 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.

b. The vacancy shall be filled by promoting the employee with the highest meritorious service rating as defined under d. below except where it is necessary to comply with the provisions of applicable law.

c. When it is determined by the employer that meritorious service ratings are equal, the vacancy shall be filled by promoting the employee with the greatest classification seniority.

d. Meritorious service includes the following factors:

- (1) No record of discipline in the personnel file above an oral reprimand for at least two years prior to date of the job posting.
- (2) A minimum rating of "meets expectations" in most recent performance evaluation.

- (3) No record of leave abuse in personnel file for at least two (2) years prior to the date of posting.
- (4) Meets the minimum experience and training requirements of the job specifications and any specialized training, experience, or educational requirements as indicated in the specific job posting.

e. Employees who apply for a vacancy and who do not meet the meritorious factors, shall be advised of the reason(s).

f. 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.

g. An employee in this unit may apply for any vacancy posted in accordance with the provisions of Section 5.a. 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 except as provided in a., b., c., and d. above.

h. 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 steward with the reasons in writing as to why the temporary/interim position must be extended.

Section 6. When the Employer determines that a furlough is necessary within a seniority unit, employees will be furloughed in the inverse order of Bargaining Unit seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner:

a. If an employee is affected by furlough the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided the employee has more Bargaining Unit seniority than the employee with the least Bargaining Unit seniority in that classification and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.

b. If the affected employee is unable under subsection a. above to bump into a lower classification the employee shall bump laterally or down into any other classification previously held within the bargaining unit but within the same geographical and organizational limitation as the seniority unit, using the seniority procedure specified in a. above. If such a bump is not available, the employee shall bump into any other lower classification in the classification series

of the position previously held using the same procedure.

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

d. 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 7. 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 8. The Employer shall establish a recall list by classification series using the same geographical and organizational limitation as the seniority unit in which the furlough occurred for those employees furloughed under Section 6 of this Article in the inverse order of seniority.

a. Employees on such recall lists shall have rights to a position in a classification within the seniority unit from which they were furloughed or to any lower-level classification in the same classification series in the same geographical and organizational limitation as the seniority unit in which the furlough occurred provided they have the requisite seniority and skill and ability.

b. Such recall lists will remain in effect for a furloughed employee for a period of three (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 a lower classification for which the employee has seniority rights, the employee shall forfeit recall rights to such a classification; if the employee refuses an offer of employment in the classification from which the employee was initially furloughed, the employee shall forfeit all recall rights.

d. During the period that 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 9. Employees desiring to transfer to other bargaining unit positions, including positions at other universities shall submit a written request to the Human Resource 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 10. 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 Bargaining Unit seniority.

Employees, upon majority vote of the involved employees (those employees who provide twenty-four (24) hour coverage for security and patrol continuity) and proper notice from the Union within thirty (30) days of the Board of Governors of the Pennsylvania State System of Higher Education approval of this Agreement, shall have the opportunity on a one (1)-time only basis to re-bid their current shift assignments.

Section 11. The probationary period for promotions shall be 180 calendar days in length and the provisions of Article 27, 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 12. 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 13. 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 14. Grievances filed using the procedure contained in Article 37 relating to the interpretation, application and implementation of Sections 3, 6, 7, 8, 13, and 17 of this Article shall be filed at the second step. Arbitration of grievances relating to these Sections 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 Agreement.

The panel shall meet as necessary for the purpose of adjusting grievances under this Section.

Section 15. 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 16. The provisions of this Article relating to promotions and filling of vacancies shall not be applicable to entrance level classifications.

Section 17. Active full-time temporary and permanent part-time employees will have the right to bid for permanent full-time vacancies that occur in the same classification within the seniority unit, subject to the criteria of Sections 5 and 19 of this Article.

Seniority for temporary employees shall accrue as outlined in Article 28, Section 1.

In those cases where an active full-time temporary employee is selected for the position, the provisions of Article 27, Section 3 shall become applicable effective with the date of appointment to the permanent position.

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

Section 18. Grievances pertaining to Sections 5, 10, and 18 shall be processed to Step 3 of the grievance procedure outlined in Article 37 of this Agreement with the response issued by the Office of the Chancellor being final and binding and not arbitrable.

Section 19. When there are competing claims for either a permanent or temporary budgeted available position, which the employer intends to fill, those claims will be ranked in the following order: recall, in accordance with Section 8; Promotion, in accordance with Section 5; part-time employee bidding on full-time positions, in the same classification in accordance with Section 18; and temporary employee bidding on permanent positions, in accordance with Section 18.

## ARTICLE 29 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 Agreement.

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.

### ARTICLE 30 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 Agreement.

### ARTICLE 31 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 negotiating meetings.

Section 3. The Chancellor of the State System or his/her designee(s) shall meet at least semi-annually with a committee of no more than eight (8) Union bargaining unit representatives for the purpose of discussing matters related to the implementation of this Agreement. 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 Agreement 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.

## ARTICLE 32 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 Agreement. If prior fringe benefits were prorated, the modifications to those fringe benefits shall likewise be prorated. No additional fringe benefits shall accrue by virtue of this contract.

## ARTICLE 33 PEACE AND STABILITY

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

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

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

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

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

#### ARTICLE 34 MISCELLANEOUS PROVISIONS

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

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

Section 3. In the event that any provision of this Agreement requires legislative action to become effective, including but not limited to the amendment to existing statutes, the adoption of new legislation, or the granting of appropriations, it shall become effective only if such legislative action is taken. The parties, however, mutually agree to make recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Agreement.

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

Section 5. Ratings shall be completed by supervisors who are familiar with the work performance of the employee. This shall in no way affect review procedures.

Section 6. Employee benefits and working conditions now existing and not in conflict with the Agreement shall remain in effect subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights reserved to it under Article 2 of this Agreement.

Section 7. Travel expenses shall be paid in accordance with the 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 Agreement will be increased or decreased on the effective date of the General Services Administration change.

Section 8. 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 the employee's file and any such statement shall then become part of the personnel file.

Section 9. 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 10. 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 from 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 11. Where the union and management reach a written resolution to a local problem, such resolution must be endorsed by the Union President 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 Agreement.

Section 12. Policies concerning smoking at the worksite, including prohibitions against smoking, may be established by the Employer after meet and discuss with the Union.

Section 13. 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) employee 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 14. The parties recognize the members of this bargaining unit as “essential employees” for the purposes of applying Management Directive 530.17.

## ARTICLE 35 EQUAL EMPLOYMENT OPPORTUNITY

If any provision of this Agreement 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 Americans with Disabilities Act, the provisions of the aforementioned orders, laws and implementing regulations shall prevail.

## ARTICLE 36 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 Article.

Section 4. The provisions of Article 21, Call Time and Article 22, Standby Time of this agreement 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 Agreement. This Article replaces in its entirety the parties’ February 3, 2000, side letter on this subject.

ARTICLE 37  
GRIEVANCES AND ARBITRATION

Section 1. Any grievance or dispute which may arise concerning the application, meaning, or interpretation of this Agreement 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 Article(s) and Section(s) of the Agreement 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 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 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 Union 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 Union Executive Board 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 Union will provide all responses and documents germane to the grievance(s). At the request of the Union, the Labor Relations Department representative will meet with the Union to discuss the grievance. The Labor Relations Department representative shall respond in writing to the Union within fifteen (15) working days after the completion of the Step 2 discussions.

**STEP 3. GRIEVANCE MEDIATION (OPTIONAL)**

In the event the grievance is not settled at Step 2 the Union may initiate the request for grievance mediation by serving upon the OOC Labor Relations Department representative and the Pennsylvania Bureau of Mediation a written notice requesting the Bureau to mediate a settlement of the grievance within fifteen (15) working days after the response from Step 2 is due. This appeal deadline may be extended by mutual agreement between the OOC Labor Relations Department representative and the Union. Agreement to such a request shall be voluntary on the part of the Office of the Chancellor.

#### **STEP 4. GRIEVANCE ARBITRATION**

If a settlement has not been reached after Step 2 or the use of Step 3 above the Union Executive Board may initiate the appeal for arbitration by serving upon the OOC Labor Relations Department representative a notice in writing of the intent to proceed to arbitration within fifteen (15) working days after the response from Step 2 or 3, as applicable.

Said notice shall identify the provisions of the Agreement, the university, the employee involved, and a copy of the original grievance. The arbitrator is to be selected by the parties jointly within seven (7) working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven (7) possible arbitrators. The parties shall, within fifteen (15) days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking one (1) name from the list until one (1) name remains. OOC Labor Relations Department representative shall strike the first name.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The decision at Steps 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 Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation, in which case it shall be binding only if such legislation is enacted. The arbitrator shall be requested to issue the decision within thirty (30) days after the hearing or receipt of the transcript of the hearing.

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

Section 2. All fees and expenses of the arbitrator shall be divided equally between the parties except where one (1) of the parties of this Agreement requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 3. An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure up to and including Step 3, 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 Article without loss of pay or leave time.

The Union may present grievances concerning State 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.

#### Section 4. Exclusive Representative

The State System/OOC and POA are the only parties to this Collective Bargaining Agreement and the Grievance and Arbitration procedure herein, and they, and only they, have the right of representation and/or counsel with respect to all matters, direct and indirect having to do with the Administration of this Agreement and the Grievance and Arbitration provisions of this CBA. This section recognizes that an orderly processing of disagreements related to the interpretation, application and implementation of this CBA is necessary for maintaining harmonious labor relations between the State System/OOC and POA.

### ARTICLE 38 SAFETY AND HEALTH

Section 1. 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.

Section 2. If an employee is assigned to operate an Employer-owned vehicle, which the employee believes is unsafe, the employee shall immediately bring the matter to the attention of their immediate supervisor. The supervisor will investigate the employee's claim and make a determination as to the operability/safety status of the involved vehicle. The employee will be expected to obey the direction of the supervisor on such matter with the understanding that a grievance may be filed over any continuing dispute in this regard.

Section 3. Employees of this bargaining unit will be given the opportunity to be inoculated/immunized consistent with similar opportunities being given to other employees at the same work site.

ARTICLE 39  
SUCCESSORS

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

ARTICLE 40  
PRESERVATION OF BARGAINING UNIT WORK AND CONTRACTING OUT

Section 1. The provisions of this Article shall apply to bargaining unit work performed as of the effective date of this Agreement by employees in this 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 steward. A copy shall also be sent to the Union president.

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, the Union 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, the Union 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 the Union 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 the Union.

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 48 hours of the occurrence, notify the local steward of the existence of the emergency and the contract.

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

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

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 the Union for further discussion. Should the dialogue on a System-level fail to resolve the matter, the Union, may, within fifteen (15) calendar days of the System-level meeting, submit a grievance to arbitration. The parties shall by mutual agreement select three (3) persons to serve as arbitrators to hear disputes arising from this Article. A case shall be assigned to one (1) of the arbitrators on a rotational basis. The initial order of rotation shall be alphabetical based upon the last name of the arbitrators selected. The arbitrator shall render a binding decision.

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

#### ARTICLE 41 FAMILY CARE LEAVE

Section 1. After completing one (1) year of service, permanent employees shall be granted, upon written request, up to six (6) months of family care leave without pay with benefits, on a rolling twelve (12) month year basis, for the purpose of 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, as defined by the Family and Medical Leave Act, provided the employee has at least 1250 hours of actual work time within the last twelve (12) months preceding the commencement of the leave (900 hours for permanent part-time employees).

Leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve (12) weeks of absence per rolling twelve (12) month year. After twelve (12) weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve (12) month year shall not be approved for periods less than two (2) consecutive weeks. For eligible permanent part-time employees, both the six (6) month and twelve (12) week entitlements provided by this subsection will be pro-rated based on the employee's percentage of full-time regular hours worked.

The request, which shall be submitted at least two (2) weeks in advance, if circumstances permit, must include documentation supporting the need for Family Care Leave.

One aggregate six (6) month entitlement of leave without pay with benefits will be provided for family care leave without pay used under this Section, parental leave without pay used under

Article 17, Section 1.a., and sick leave without pay used under Article 16, Section 5.a. Leave used under these Articles, as well as military exigency leave used under Article 16, Section 12, will be deducted from the six month entitlement and run concurrently.

After the employee has used an aggregate of six (6) months of leave without pay with benefits under this Section, Article 16, Section 5.a., Article 17, Section 1.a. and/or military exigency leave used under Article 16, Section 12, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six (6) month entitlement under the rolling twelve (12) month year, provided that the employee has 1250 hours of actual work time within the twelve month period preceding commencement of the leave (900 hours for permanent part-time employees).

The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 24, Section 3.

Section 2. Employer-paid coverage for life insurance and for health benefits as provided in Articles 23 and 24 will continue for the period of time the employee is on family care leave under Section 1 of this Article.

Section 3. Upon request of the employee, an extension of up to an additional six (6) months of leave without pay shall be granted provided the employee provides proof of the family member's continuing illness or disability. The extension shall be without benefits and shall be contiguous to the termination of the initial six (6) months of leave without pay with benefits. It shall not be used on an intermittent or reduced-time basis.

Section 4.

a. If eligible for paid sick leave, an employee shall be required to use all applicable paid sick family and additional sick family leave upon commencement of family care leave without pay. Such sick leave used will run concurrently with and reduce the six (6) month entitlement to leave without pay with benefits. Employees shall not be required to use annual, personal, compensatory or holiday leave upon the commencement of leave without pay; however, if annual, personal, compensatory or holiday leave is used, it also will run concurrently with and reduce such entitlement.

b. Subsection 4.a. applies except that employees may choose to retain up to ten (10) days of accrued sick leave to be used as sick family and/or additional sick family, in accordance with Article 13, Sections 4 and 5. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used by employees for absences appropriate for the use of such leave at any time during the first twelve (12) weeks of the six (6) month entitlement to leave without pay with benefits. Such sick leave used will run concurrently with and reduce the six (6) month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two (2) consecutive weeks after the first twelve (12) weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Article 13. Such use will not be counted against the six (6) month entitlement to leave without pay with benefits.

Section 5. An employee shall have the right to return to the same position in the same classification held before going on family care leave, or to an equivalent position with regard to pay and skill for absences under Section 1 of this Article. After commencing the extension period under Section 3 of this Article, and upon receipt of a written request to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the university intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six (6) month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the 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 six (6) month period in the seniority unit, provided there are no seniority claims to the position, and the university intends to fill the position.

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

For the purpose of this Article, son or daughter shall be defined as a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is:

- a. under eighteen (18) years of age; or
- b. eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

Section 7. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq.

Section 8. Effective with the beginning of the 2020 leave calendar year, this Article shall expire and be replaced by the provisions of Article 17, Sections 10 through 17.

## ARTICLE 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 Article 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 Article 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 absences 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 (1) day (seven and one half [7 ½] or 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 effected 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 the limitations in Article 13, Section 6.

Section 4. The provisions of this Article are not grievable under the grievance and arbitration procedure provided for in Article 37.

#### ARTICLE 43 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.

#### ARTICLE 44 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 Agreement 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 Section 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 (1) 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.

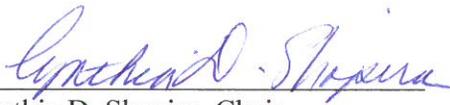
“Where employed” is defined to mean the local university to which the employee is appointed.

ARTICLE 45  
TERMINATION

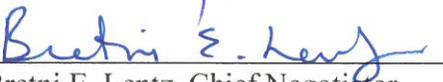
This Agreement shall be effective on the date of signing; except where specifically provided that a particular provision will be effective on another date, and shall continue in full force and effect up to and including August 31, 2025. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act.

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

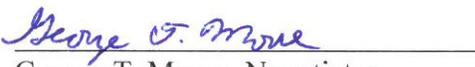
Pennsylvania's State System  
of Higher Education

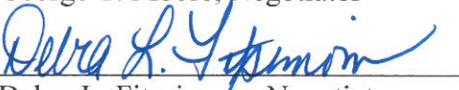
  
Cynthia D. Shapira, Chair  
Board of Governors

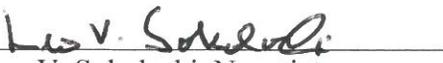
  
Daniel I. Greenstein, Chancellor

  
Bretni E. Lentz, Chief Negotiator

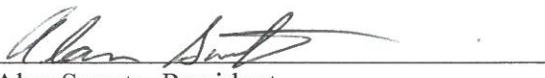
  
Michael S. Ferguson, Negotiator

  
George T. Moore, Negotiator

  
Debra L. Fitzsimons, Negotiator

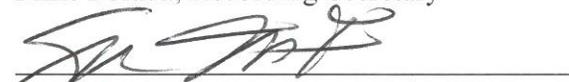
  
Leo V. Sokoloski, Negotiator

PASSHE Officers Association

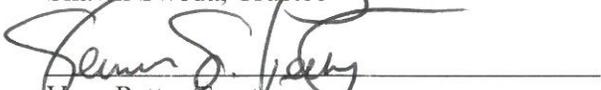
  
Alan Swartz, President

  
Neal Goldstein, Attorney

  
Mike Porada, Recording Secretary

  
Shane White, Trustee

  
Shawn Sweda, Trustee

  
Vern Petty, Trustee

**APPENDIX A**

<p><b>37.5 HOUR PAY SCHEDULE</b></p> <p><b>PATROL OFFICER &amp; POLICE SPECIALIST</b></p> <p><b>EFFECTIVE January 4, 2020</b></p>
---

<b>PAY STEP</b>		<b>PAY RANGE Patrol Officer</b>		<b>PAY RANGE Police Specialist</b>
<b>1</b>	Hourly	19.79		22.41
	Biweekly	1,484.25		1,680.75
	Annual *	38,709		43,834
<b>2</b>	Hourly	20.78		23.53
	Biweekly	1,558.50		1,764.75
	Annual *	40,646		46,025
<b>3</b>	Hourly	21.82		24.71
	Biweekly	1,636.50		1,853.25
	Annual *	42,680		48,333
<b>4</b>	Hourly	22.91		25.95
	Biweekly	1,718.25		1,946.25
	Annual *	44,812		50,758
<b>5</b>	Hourly	24.06		27.25
	Biweekly	1,804.50		2,043.75
	Annual *	47,061		53,301
<b>6</b>	Hourly	25.26		28.61
	Biweekly	1,894.50		2,145.75
	Annual *	49,409		55,961
<b>7</b>	Hourly	26.52		30.04
	Biweekly	1,989.00		2,253.00
	Annual *	51,873		58,758
<b>8</b>	Hourly	27.85		31.54
	Biweekly	2,088.75		2,365.50
	Annual *	54,475		61,692
<b>9</b>	Hourly	29.24		33.12
	Biweekly	2,193.00		2,484.00
	Annual *	57,193		64,783
<b>10</b>	Hourly	30.70		34.78
	Biweekly	2,302.50		2,608.50
	Annual *	60,049		68,030

<b>40 HOUR PAY SCHEDULE</b>
<b>PATROL OFFICER AND POLICE SPECIALIST</b>
<b>EFFECTIVE January 4, 2020</b>

PAY STEP		PAY RANGE Patrol Officer		PAY RANGE Police Specialist
<b>1</b>	Hourly	19.79		22.41
	Biweekly	1,583.20		1,792.80
	Annual *	41,290		46,756
<b>2</b>	Hourly	20.78		23.53
	Biweekly	1,662.40		1,882.40
	Annual *	43,355		49,093
<b>3</b>	Hourly	21.82		24.71
	Biweekly	1,745.60		1,976.80
	Annual *	45,525		51,555
<b>4</b>	Hourly	22.91		25.95
	Biweekly	1,832.80		2,076.00
	Annual *	47,799		54,142
<b>5</b>	Hourly	24.06		27.25
	Biweekly	1,924.80		2,180.00
	Annual *	50,199		56,854
<b>6</b>	Hourly	25.26		28.61
	Biweekly	2,020.80		2,288.80
	Annual *	52,702		59,692
<b>7</b>	Hourly	26.52		30.04
	Biweekly	2,121.60		2,403.20
	Annual *	55,331		62,675
<b>8</b>	Hourly	27.85		31.54
	Biweekly	2,228.00		2,523.20
	Annual *	58,106		65,805
<b>9</b>	Hourly	29.24		33.12
	Biweekly	2,339.20		2,649.60
	Annual *	61,006		69,102
<b>10</b>	Hourly	30.70		34.78
	Biweekly	2,456.00		2,782.40
	Annual *	64,052		72,565

## APPENDIX B

<b>37 1/2 HOUR PAY SCHEDULE</b> <b>SECURITY OFFICER 1</b> <b>EFFECTIVE March 1, 2022</b>
--

<b>PAY STEP</b>		<b>PAY RANGE Security Officer 1</b>
<b>1</b>	Hourly	15.92
	Biweekly	1,194.00
	Annual *	31,140
<b>2</b>	Hourly	16.23
	Biweekly	1,217.25
	Annual *	31,746
<b>3</b>	Hourly	16.57
	Biweekly	1,242.75
	Annual *	32,411
<b>4</b>	Hourly	16.90
	Biweekly	1,267.50
	Annual *	33,056
<b>5</b>	Hourly	17.20
	Biweekly	1,290.00
	Annual *	33,643
<b>6</b>	Hourly	17.57
	Biweekly	1,317.75
	Annual *	34,367
<b>7</b>	Hourly	17.96
	Biweekly	1,347.00
	Annual *	35,130
<b>8</b>	Hourly	18.30
	Biweekly	1,372.50
	Annual *	35,795
<b>9</b>	Hourly	18.70
	Biweekly	1,402.50
	Annual *	36,577

<b>10</b>	Hourly	19.12
	Biweekly	1,434.00
	Annual *	37,399
<b>11</b>	Hourly	19.43
	Biweekly	1,457.25
	Annual *	38,005
<b>12</b>	Hourly	19.82
	Biweekly	1,486.50
	Annual *	38,768
<b>13</b>	Hourly	20.26
	Biweekly	1,519.50
	Annual *	39,629
<b>14</b>	Hourly	20.69
	Biweekly	1,551.75
	Annual *	40,470
<b>15</b>	Hourly	21.08
	Biweekly	1,581.00
	Annual *	41,232
<b>16</b>	Hourly	21.54
	Biweekly	1,615.50
	Annual *	42,132
<b>17</b>	Hourly	21.98
	Biweekly	1,648.50
	Annual *	42,993
<b>18</b>	Hourly	22.45
	Biweekly	1,683.75
	Annual *	43,912
<b>19</b>	Hourly	22.92
	Biweekly	1,719.00
	Annual *	44,832
<b>20</b>	Hourly	23.43
	Biweekly	1,757.25
	Annual *	45,829

<b>40 HOUR PAY SCHEDULE</b> <b>SECURITY OFFICER 1</b> <b>EFFECTIVE March 1, 2022</b>
--

<b>PAY STEP</b>		<b>PAY RANGE Security Officer 1</b>
<b>1</b>	Hourly	15.92
	Biweekly	1,273.60
	Annual *	33,215
<b>2</b>	Hourly	16.23
	Biweekly	1,298.40
	Annual *	33,862
<b>3</b>	Hourly	16.57
	Biweekly	1,325.60
	Annual *	34,572
<b>4</b>	Hourly	16.90
	Biweekly	1,352.00
	Annual *	35,260
<b>5</b>	Hourly	17.20
	Biweekly	1,376.00
	Annual *	35,886
<b>6</b>	Hourly	17.57
	Biweekly	1,405.60
	Annual *	36,658
<b>7</b>	Hourly	17.96
	Biweekly	1,436.80
	Annual *	37,472
<b>8</b>	Hourly	18.30
	Biweekly	1,464.00
	Annual *	38,181
<b>9</b>	Hourly	18.70
	Biweekly	1,496.00
	Annual *	39,016

<b>10</b>	Hourly	19.12
	Biweekly	1,529.60
	Annual *	39,892
<b>11</b>	Hourly	19.43
	Biweekly	1,554.40
	Annual *	40,539
<b>12</b>	Hourly	19.82
	Biweekly	1,585.60
	Annual *	41,352
<b>13</b>	Hourly	20.26
	Biweekly	1,620.80
	Annual *	42,270
<b>14</b>	Hourly	20.69
	Biweekly	1,655.20
	Annual *	43,168
<b>15</b>	Hourly	21.08
	Biweekly	1,686.40
	Annual *	43,981
<b>16</b>	Hourly	21.54
	Biweekly	1,723.20
	Annual *	44,941
<b>17</b>	Hourly	21.98
	Biweekly	1,758.40
	Annual *	45,859
<b>18</b>	Hourly	22.45
	Biweekly	1,796.00
	Annual *	46,840
<b>19</b>	Hourly	22.92
	Biweekly	1,833.60
	Annual *	47,820
<b>20</b>	Hourly	23.43
	Biweekly	1,874.40
	Annual *	48,884

**APPENDIX C**

<p><b>75 HOUR PAY SCHEDULE</b>  <b>PATROL OFFICER AND POLICE SPECIALIST</b>  <b>EFFECTIVE February 11, 2023</b></p>
---

<b>PAY YEAR</b>		<b>PAY RANGE Patrol Officer</b>		<b>PAY RANGE Police Specialist</b>
<b>Part Time</b>	Hourly	22.77		25.34
	Biweekly	1,707.75		1,900.50
	Annual *	44,538		49,565
<b>1</b>	Hourly	22.77		25.34
	Biweekly	1,707.75		1,900.50
	Annual *	44,538		49,565
<b>2</b>	Hourly	24.02		26.73
	Biweekly	1,801.50		2,004.75
	Annual *	46,983		52,284
<b>3</b>	Hourly	25.34		28.20
	Biweekly	1,900.50		2,115.00
	Annual *	49,565		55,159
<b>4</b>	Hourly	26.73		29.75
	Biweekly	2,004.75		2,231.25
	Annual *	52,284		58,191
<b>5</b>	Hourly	28.20		31.39
	Biweekly	2,115.00		2,354.25
	Annual *	55,159		61,399
<b>6</b>	Hourly	29.75		33.12
	Biweekly	2,231.25		2,484.00
	Annual *	58,191		64,783
<b>7</b>	Hourly	31.39		34.94
	Biweekly	2,354.25		2,620.50
	Annual *	61,399		68,343

<b>80 HOUR PAY SCHEDULE</b> <b>PATROL OFFICER AND POLICE SPECIALIST</b> <b>EFFECTIVE February 11, 2023</b>
--

PAY YEAR		PAY RANGE Patrol Officer		PAY RANGE Police Specialist
<b>Part Time</b>	Hourly	22.77		25.34
	Biweekly	1,821.60		2,027.20
	Annual *	47,507		52,869
<b>1</b>	Hourly	22.77		25.34
	Biweekly	1,821.60		2,027.20
	Annual *	47,507		52,869
<b>2</b>	Hourly	24.02		26.73
	Biweekly	1,921.60		2,138.40
	Annual *	50,115		55,769
<b>3</b>	Hourly	25.34		28.20
	Biweekly	2,027.20		2,256.00
	Annual *	52,869		58,836
<b>4</b>	Hourly	26.73		29.75
	Biweekly	2,138.40		2,380.00
	Annual *	55,769		62,070
<b>5</b>	Hourly	28.20		31.39
	Biweekly	2,256.00		2,511.20
	Annual *	58,836		65,492
<b>6</b>	Hourly	29.75		33.12
	Biweekly	2,380.00		2,649.60
	Annual *	62,070		69,102
<b>7</b>	Hourly	31.39		34.94
	Biweekly	2,511.20		2,795.20
	Annual *	65,492		72,899

**APPENDIX D**

<p><b>75 HOUR PAY SCHEDULE</b>  <b>PATROL OFFICER AND POLICE SPECIALIST</b>  <b>REGIONAL PAY</b>  <b>EFFECTIVE February 11, 2023</b></p>
--

<b>PAY YEAR</b>		<b>PAY RANGE Patrol Officer</b>		<b>PAY RANGE Police Specialist</b>
<b>Part Time</b>	Hourly	23.77		26.34
	Biweekly	1,782.75		1,975.50
	Annual *	46,494		51,521
<b>1</b>	Hourly	23.77		26.34
	Biweekly	1,782.75		1,975.50
	Annual *	46,494		51,521
<b>2</b>	Hourly	25.02		27.73
	Biweekly	1,876.50		2,079.75
	Annual *	48,939		54,240
<b>3</b>	Hourly	26.34		29.20
	Biweekly	1,975.50		2,190.00
	Annual *	51,521		57,115
<b>4</b>	Hourly	27.73		30.75
	Biweekly	2,079.75		2,306.25
	Annual *	54,240		60,147
<b>5</b>	Hourly	29.20		32.39
	Biweekly	2,190.00		2,429.25
	Annual *	57,115		63,355
<b>6</b>	Hourly	30.75		34.12
	Biweekly	2,306.25		2,559.00
	Annual *	60,147		66,739
<b>7</b>	Hourly	32.39		35.94
	Biweekly	2,429.25		2,695.50
	Annual *	63,355		70,299

**80 HOUR PAY SCHEDULE  
PATROL OFFICER AND POLICE SPECIALIST  
REGIONAL PAY**

**EFFECTIVE February 11, 2023**

<b>PAY YEAR</b>		<b>PAY RANGE Patrol Officer</b>		<b>PAY RANGE Police Specialist</b>
<b>Part Time</b>	Hourly	23.77		26.34
	Biweekly	1,901.60		2,107.20
	Annual *	49,594		54,956
<b>1</b>	Hourly	23.77		26.34
	Biweekly	1,901.60		2,107.20
	Annual *	49,594		54,956
<b>2</b>	Hourly	25.02		27.73
	Biweekly	2,001.60		2,218.40
	Annual *	52,202		57,856
<b>3</b>	Hourly	26.34		29.20
	Biweekly	2,107.20		2,336.00
	Annual *	54,956		60,923
<b>4</b>	Hourly	27.73		30.75
	Biweekly	2,218.40		2,460.00
	Annual *	57,856		64,157
<b>5</b>	Hourly	29.20		32.39
	Biweekly	2,336.00		2,591.20
	Annual *	60,923		67,578
<b>6</b>	Hourly	30.75		34.12
	Biweekly	2,460.00		2,729.60
	Annual *	64,157		71,188
<b>7</b>	Hourly	32.39		35.94
	Biweekly	2,591.20		2,875.20
	Annual *	67,578		74,985

## APPENDIX E

**75 HOUR PAY SCHEDULE**  
**SECURITY OFFICER 1**  
**EFFECTIVE February 11, 2023**

PAY YEAR		PAY RANGE Security Officer 1
<b>Part Time</b>	Hourly	16.64
	Biweekly	1,248.00
	Annual *	32,548
1	Hourly	16.64
	Biweekly	1,248.00
	Annual *	32,548
2	Hourly	17.56
	Biweekly	1,317.00
	Annual *	34,347
3	Hourly	18.53
	Biweekly	1,389.75
	Annual *	36,245
4	Hourly	19.55
	Biweekly	1,466.25
	Annual *	38,240
5	Hourly	20.63
	Biweekly	1,547.25
	Annual *	40,352
6	Hourly	21.76
	Biweekly	1,632.00
	Annual *	42,563
7	Hourly	22.96
	Biweekly	1,722.00
	Annual *	44,910
8	Hourly	24.22
	Biweekly	1,816.50
	Annual *	47,374

<b>80 HOUR PAY SCHEDULE</b> <b>SECURITY OFFICER 1</b> <b>EFFECTIVE February 11, 2023</b>
--

PAY YEAR		PAY RANGE Security Officer 1
<b>Part Time</b>	Hourly	16.64
	Biweekly	1,331.20
	Annual *	34,718
1	Hourly	16.64
	Biweekly	1,331.20
	Annual *	34,718
2	Hourly	17.56
	Biweekly	1,404.80
	Annual *	36,637
3	Hourly	18.53
	Biweekly	1,482.40
	Annual *	38,661
4	Hourly	19.55
	Biweekly	1,564.00
	Annual *	40,789
5	Hourly	20.63
	Biweekly	1,650.40
	Annual *	43,042
6	Hourly	21.76
	Biweekly	1,740.80
	Annual *	45,400
7	Hourly	22.96
	Biweekly	1,836.80
	Annual *	47,904
8	Hourly	24.22
	Biweekly	1,937.60
	Annual *	50,533

## APPENDIX F

### CLASS SERIES AND ENTRANCE LEVEL CLASSES

<u>Class Code</u>	<u>Class Title</u>	<u>Pay Range</u>
74710*	Security Officer 1*	Security Officer 1
S7480*	Patrol Officer*	Patrol Officer
S7481	Police Specialist	Police Specialist
S7482*	Patrol Officer Trainee*	Patrol Officer Trainee

\* Asterisk denotes entrance level classification

## 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 Article 24 of this Collective Bargaining Agreement.
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 Article 24, 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 Article 24, 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 Article 13, Section 7.b.(2) and Article 24, Section 6.f.(2) of the collective bargaining agreement.

1. To determine if an Alternative Retirement Plan participant qualifies for the benefits granted under the above referenced Articles, 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 Article 37 of the collective bargaining agreement.

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 Agreement.

## APPENDIX I

### ORGANIZATIONAL SENIORITY UNITS

#### Furloughs and Promotions

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

For the term of this collective bargaining agreement, at its sole discretion, a university within the Pennsylvania State System of Higher Education may hire employees into Patrol Officer Trainee positions for the purpose of having the trainee complete the Act 120 Basic Training Program. Upon hire into such a position, the parties agree as follows:

1. The pay rate for the Patrol Officer Trainee shall be \$16.64 per hour.
2. The university will pay for the trainee's tuition and fees to attend Act 120 Basic Training at the certified municipal police academy ("Academy") of the university's choice.
3. For the term of the trainee's attendance at the Academy, at its sole discretion, the university may assign the trainee's headquarters as the Academy or the university for the purposes of applying Article 34 (Miscellaneous Provisions), Section 7. If the trainee's headquarters was designated as the Academy, the trainee's headquarters will revert to the university upon the successful conclusion of the training program.
4. The trainee's schedule on the days of their Academy attendance will be controlled by the academy. On these days, the following collective bargaining agreement (CBA) articles are waived: Article 5 (Hours of Work), Article 6 (Rest Periods), Article 7 (Meal Periods), Article 20 (Shift Differential).
5. The parties recognize that the primary duties of the Patrol Officer Trainee are to attend and complete the Act 120 basic training program. However, the university may occasionally assign the trainee work consistent with their trainee status on days the Academy is not in session and/or at the conclusion of their Act 120 basic training program until the time they receive their commission from the Municipal Police Officer Education and Training Commission (MPOETC). For this purpose, their regular work schedule shall be considered to be Monday through Friday, with an eight (8) hour shift to be designated at the time of hire. Article 6 (Rest Periods), Article 7 (Meal Periods), and Article 20 (Shift Differential) shall be applicable to these assignments.
6. All overtime will be granted in the form of compensatory time at the rate of one and-one half times (1½) each hour of work/Academy attendance over forty (40) in any workweek. Compensatory time shall be scheduled for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. Compensatory time may also be scheduled by the employer at its convenience. If compensatory time is not granted or scheduled by the employer within one calendar year of the trainee's graduation from the Academy, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off. The provisions of Article 19, Overtime, are waived to the extent they conflict with this provision.
7. Annual, personal, and sick leave shall be earned in accordance with Articles 10, 11, and 13. On the days of the trainee's Academy attendance, Academy expectations/policies regarding attendance will be controlling. Requests for leave will be reviewed in a consultative process

between university supervisor and Academy staff in accordance with Academy guidelines. Final approval of all leave requests is at the discretion of the university.

8. Holidays listed under Article 9 (Holidays), Section 1 that occur during the period of Academy attendance shall be observed on the date designated by the Academy. If the Academy does not recognize the holiday, the trainee shall receive one day of paid leave in lieu of such holiday. Article 9, Section 3 is not applicable unless the trainee is assigned by the university to work as a trainee on the day the holiday occurs as defined in Article 9, Section 1.
9. It is understood that trainees hired under the terms of this agreement are in probationary status. Further, if the academy dismisses a trainee from the Academy, or if the trainee fails to pass any module or test required to complete the Act 120 certification, the trainee shall be terminated from employment and their termination is not grievable under Article 37 (Grievances and Arbitration).
10. A trainee who successfully completes the certified Act 120 Basic Training Program shall be promoted by the university into the classification of Patrol Officer effective at the beginning of the pay period after they receive their commission from the Municipal Police Officer Education and Training Commission. The parties agree to waive Article 28 (Seniority), Section 4 (related to the posting of vacancies) and Section 5 (related to seniority promotions) of the CBA for this purpose.
11. Upon promotion to Patrol Officer, the officer will serve a one-year probationary period; however, the officer will be considered to have regular status for the purposes of applying the definition of "eligible employee," under Article 44 (Tuition Waiver), one year after their initial date of hire as a trainee.
12. In consideration of the university's investment in the employment and training for the officer, in the event an officer voluntarily resigns from the university during the four (4) years after the officer's completion of the Act 120 Basic Training Program, the officer must repay the cost of Academy tuition and fees incurred by the university on a prorated basis. For each full month the officer is employed after completion of the Act 120 Basic Training Program, the amount owed to the university will be reduced by 1/48.
13. Unless reaffirmed by both parties, this pilot program shall be discontinued at the expiration of the current collective bargaining agreement, except that universities who have posted a position under this program on or before the expiration of the agreement may hire candidates who shall be governed by this provisions of this program until their promotion to Patrol Officer.

## APPENDIX K

1. The Employer may propose that work shifts of ten (10) or twelve (12) hours be implemented at a campus location. If the Employer makes such a proposal, a majority vote of 75 percent of impacted Bargaining Unit Members must be reached in order implement any change to the current schedule.
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. The parties agree that either may place issues regarding implementation of an agreed upon ten (10) or twelve (12) hours shift schedule on the local meet and discuss agenda.
4. 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 Article 19, 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 Article 19, Section 1.a requiring overtime be paid for work over forty (40) hours in a workweek are waived.
5. Rest periods shall be provided in accordance with Article 7 (Rest Periods).
6. Leave shall be charged on an hour-for-hour basis. A day of bereavement leave under Article 13, Section 6 is considered to be eight (8) hours.
7. 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.
8. 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.
9. 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.
10. Either party may withdraw from the implemented ten (10) or twelve (12) hour shift schedule with sixty (60) days prior written notice. POA must give notice to the University Chief of Police, University Director of Human Resources, and the Office of the Chancellor, Labor Relations. The Employer must give notice to the local union steward and the state union president.