AGREEMENT

BETWEEN THE

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION

AND

OPEIU HEALTHCARE PENNSYLVANIA
Local 112

July 1, 2016 to June 30, 2019

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PREAMBLE

This Agreement entered into by the Pennsylvania State System of Higher Education, hereinafter referred to as PASSHE, and OPEIU Healthcare Pennsylvania Local 112, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between PASSHE and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1
RECOGNITION

Section 1. 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 October 20, 1994, more specifically referred to as PERA R-94-234- E and any amendments thereto approved by the Pennsylvania Labor Relations Board.

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

ARTICLE 2
UNION SECURITY

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

a. The employee shall send a certified letter, return receipt requested, of resignation to the headquarters of the Union and a copy of the letter to the employee's University. The official membership card, if available, shall accompany the letter of resignation.

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

Section 2. PASSHE and the Union hereby agree that all non-dues paying members of the Union shall be subject to a fair share fee as provided for in Act 84 of 1988 (Senate Bill 291) and any amendments thereto.

Section 3. The payment of dues and assessments while a member shall be the only requisite employment condition.

Section 4. Each University shall furnish each new employee with a copy of this Agreement together with an authorization for dues payroll deduction, provided the Union has furnished the Universities with sufficient copies of the Agreement containing the authorization for dues deduction.

ARTICLE 3
DUES DEDUCTION

Section 1. PASSHE agrees to deduct the Union bi-weekly membership dues and an annual assessment, if any, only from the bi-weekly pay of those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to PASSHE by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement thereof, 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 except as provided for in Article 2.

When an authorization to deduct dues is revoked by the employee in accordance with Article 2, PASSHE 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 submitted hereafter shall contain the employee's name, social security number, University in which employed, work location (main campus or branch campus name), Union name, and local number.

Section 3. PASSHE further agrees to deduct a fair share fee from the bi-weekly pay of all employees in the bargaining unit who are not dues paying members of the Union.

Authorization from non-dues paying members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to PASSHE by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement thereof, to the Union by the last day of the succeeding month after such deductions are made.

Section 4. When an employee who has been suspended, furloughed or discharged, is subsequently returned to work with full or partial back pay, PASSHE shall, in the manner outlined in Sections 1 and 3 above, resume deducting the Union membership dues, and fair share fees. Deductions of dues and fair share fees will be resumed for an employee who returns to work following a leave of absence without pay or who is recalled from furlough.

Section 5. The Union shall indemnify and hold PASSHE harmless against any and all claims, suits, orders or judgments brought or issued against PASSHE as a result of all actions taken or not taken by PASSHE under the provisions of this Article.

Section 6. PASSHE 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, social security number, address, University in which employed, class code, work location (main campus or branch campus name) wage type, amount, and whether the employee is a member or non-member.

ARTICLE 4
HOURS OF WORK

Section 1. The workweek shall consist of five consecutive workdays in a pre-established work schedule except for employees in seven-day operations.

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 7½ or 8 work hours within a workday.

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. Except for emergencies, work schedules showing the employees' shifts, workdays, and hours shall be posted on appropriate bulletin boards at the employee's work site two weeks in advance.

Customary shift times and schedule patterns will not be arbitrarily changed. When changes are to be made by University management for other than emergency reasons, University management will meet and discuss with the Union prior to the implementation of such changes.

When work schedules are to be adopted for new programs, University management will meet and discuss with the Union prior to the implementation of such schedules.

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

Section 6. Employees engaged in 7-day operations are defined as those employees working in an activity for which there is regularly scheduled employment 7 days a week. For such employees, the work schedule shall consist of any 10 days within any consecutive 14 calendar day period. Employees will not be scheduled for more than 8 consecutive days or more than 2 consecutive weekends except in cases where University management and the employee mutually agree.

Section 7. The number of consecutive days and consecutive weekends set forth in Section 6 above is maximum and should be reduced where such a reduction is feasible. The parties agree that the general practice of scheduling consecutive weekends and/or more than seven consecutive days and/or split days off should be avoided wherever and whenever it is feasible. Whether or not such a reduction is feasible is grievable through Step 2 of the grievance procedure and the decision of the Office of the Chancellor shall be final and binding.

Section 8. University management will attempt to equalize scheduled weekend work among bargaining unit employees within the same functional unit at each University whenever this can be accomplished without interfering with efficient operations. University management will meet and discuss upon request at the local level about the definition of functional units.

Section 9. Upon request of the Union, University management shall meet and discuss with the Union concerning the time of beginning or ending a work shift.

Section 10. In the event of a change in shift, employees must be off work for a minimum of three shifts or their equivalent unless a scheduled day or days off intervene between such shift change. Employees shall not be required to work more than two different shifts in a workweek, except for emergencies. Exceptions to this Section may be made upon mutual agreement between University management and the employee.

Section 11. Where the practice of rotating shift assignments at a University now exists and where the Union local unit believes that fixed schedules are feasible and desirable, the following procedure will apply:

a. The Union local unit will engage in "meet and discuss" at the University level.

b. If no agreement is reached at the University level, the Union may process a grievance to the second step of the grievance procedure. In considering and deciding the grievance, the Office of the Chancellor will take into consideration the practices in effect at other institutions where rotating shifts do not exist. The decision from the Office of the Chancellor shall be final and binding.

Section 12. Non-standard schedules of work may be established by mutual agreement at the University level. If discussion of a proposed plan is not resolved in a manner satisfactory to both parties at the University level, a meet and discuss meeting will be scheduled upon request with representatives of the Union, representatives of the Office of the Chancellor, and representatives of the University within 30 days and a decision will be reached within 90 days. Implementation and continuation of non-standard schedules will be by mutual agreement, provided that either party may cancel a non-standard work schedule agreement by advising the other party in writing 30 days in advance of the intended termination date.

It is further agreed that the purpose of the proposed non-standard schedules of work and associated non-standard pay options shall be to improve the quality of work life of the employees and not to cause an unacceptable increase in the overall cost of affected operations, nor to cause an increase in the current overall complement at affected operations, nor to adversely affect the University's ability to meet criteria for accreditations and/or certification, nor to adversely impact on the efficiency of affected operations or standards of service.

University management will not unreasonably refuse to implement non-standard schedules of work and associated non-standard pay options, which meet the above criteria.

Section 13. It is agreed that the provisions of this Article cannot be rigidly applied to part-time employees. When changes are made in schedules of part-time employees, such changes will be made on the basis of past practice, hardships involved for individuals and fairness to part-time and full-time employees, subject to the operating requirements of the University. Part-time employees are defined as employees who are not regularly scheduled to work at least 37 ½ hours in a normal workweek or, in the case of employees in seven-day operations who are not regularly scheduled to work at least 75 hours in a 14-day period.

Section 14. It is further agreed that the relative number of full-time and part-time employees at a work location may be an appropriate topic for meet and discuss.

ARTICLE 5
REST PERIODS

Section 1. An employee shall be permitted a 15-minute paid rest period during each one-half work shift provided the employee works a minimum of three hours in that one-half shift. Whenever practical, the employee shall be permitted to take the rest period at the middle of such one-half shift. Where rest periods are scheduled, University management shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance. The regular scheduling of rest periods immediately before or after meal periods or at the beginning or end of the work day is permissible in certain operations where the Union and University management agree to such a practice or, where the present practice is to schedule rest periods in that manner.

Section 2. Employees who work, without interruption, beyond their regular shift for at least one hour, shall receive a 15-minute paid rest period and shall thereafter, receive a 15-minute paid rest period for each additional two hours of such work unless at the end of such two-hour period the employee's work is completed or unless the employee takes a meal period during or at the end of the two-hour period.

If employees take a meal period at the expiration of their normal work day, then they shall thereafter be given a 15-minute paid rest period for each additional two hours of such work unless at the end of such two-hour period their work is completed or unless the employee takes a meal period during or at the end of the two-hour period.

Section 3. Part-time employees shall be granted a 15-minute rest period during each 3¾ hour work period.

ARTICLE 6
MEAL PERIODS

Section 1. Employees shall be granted meal periods. The hours of work during a workday shall be exclusive of the meal period.

The parties agree to meet and discuss at the University level, at the request of either party, concerning the length and scheduled time of the meal period.

Section 2. If employees are required to work more than two hours beyond their regular quitting time, they will be allowed a meal period at the end of the initial two-hour period or sooner. In addition, employees will be allowed a meal period for each four hours worked beyond each meal period. If employees work more than two hours after their scheduled quitting time and have not had notice of such work requirement at least two hours before commencement of their regular shift, the University shall furnish a meal or compensate the employee for a meal in an amount actually expended and not to exceed $8.00.

Section 3. Employees who are required to remain on duty during meal periods shall be compensated for this period at the appropriate rate of pay.

ARTICLE 7
HOLIDAYS

Section 1. The following days shall be recognized as holidays that shall be deemed to fall on the day on which the holiday is celebrated. For those employees on a normal Monday through Friday workweek, Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday:

	Holiday	Day Celebrated
1.	New Year's Day	January 1
2.	Martin Luther King Jr.'s Birthday	Third Monday in January
3.	Memorial Day	Last Monday in May
4.	Independence Day	July 4
5.	Labor Day	First Monday in September
6.	Thanksgiving Day	Fourth Thursday in November
7.	Christmas Day	December 25

Section 2. The following days shall be recognized as holidays but shall be scheduled by the Universities during the time on the academic schedule when the University is not at full operation:

	Holiday	Day Celebrated for Earning Purposes
1.	Presidents' Day	Third Monday in February
2.	Columbus Day	Second Monday in October
3.	Veterans' Day	November 11

The matter of scheduling the holidays referenced in this Section shall be resolved in accordance with past practice. However, the Union local may request to meet and discuss on this matter.

An employee shall earn a holiday referenced in this Section provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent to the actual day the holiday is celebrated. If a holiday occurs while employees are on leave without pay under Article 14, Section 3, they shall be paid for the holiday provided they were in active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay. An employee, who earns a holiday and subsequently terminates employment prior to taking the rescheduled day off with pay, shall be compensated for such holiday. In the event the earning of a holiday is anticipated and the employee terminates employment prior to actually earning the anticipated holiday, the employee shall reimburse PASSHE for the holiday taken but not earned.

Payment specified in Section 5 of this Article shall be applicable only if the employee works on the day on which the holiday has been rescheduled.

Section 3. A permanent full-time employee on a Monday through Friday work week shall be paid for any holiday listed in Section 1 of this Article, provided the employee was scheduled to work on that day and if the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent thereto. If a holiday occurs while employees are on leave without pay under Article 14, Section 3, they shall be paid for the holiday provided they were scheduled to work on that day and if the employees were in active pay status the last half of their scheduled work day immediately prior

and the first half of their scheduled work day immediately subsequent to the leave without pay.

An employee who is on long term leave without pay (longer than one 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.

An employee who is scheduled to work on a holiday and is absent from work for an unauthorized reason on that day shall be ineligible to receive the holiday, holiday pay or compensatory time off.

Section 4. Permanent full-time employees working other than a regular Monday through Friday work week shall be guaranteed the same number of days off with pay equal to the number of paid holidays received by the employees on a regular Monday through Friday schedule, subject to the same entitlement requirements.

Section 5. Compensation for Work on a Holiday: 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 1½ times the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. If the employee works during the employee's regularly scheduled shift on a holiday, the paid time off shall be in lieu of holiday pay under Section 3 above. Paid time off for time worked outside of the employee's regularly scheduled shift on a holiday shall not be in lieu of such holiday pay.

Employees may select the date on which they utilize their paid time off awarded for working on a holiday provided they have given University management 4 calendar weeks' notice, and University management will respect the request as long as it is not detrimental to the efficiency of the operation. Employees will be permitted to use such paid time off within 60 calendar days succeeding the holiday. If such scheduling is not possible because of the demands of the work, the scheduling period shall be extended 30 calendar days.

If the employee makes no attempt to schedule such paid time off within the 60 calendar day period succeeding the holiday, such time will be scheduled by University management or the University may compensate the employee at the employee's regular rate of pay in lieu of such paid time off.

Section 6. After mutual agreement between University management and the employee, the employee may be compensated at the employee's regular rate of pay in lieu of such paid time off for a holiday that occurs on an employee's scheduled day off.

Section 7. Permanent part-time employees will be compensated at 1½ times their regular rate of pay for all hours worked on all holidays set forth in Section 1. No compensatory time will be granted for such hours.

Permanent part-time employees shall receive holidays on a pro-rata basis, which will be scheduled and granted in the same manner as personal leave.

Section 8. A permanent employee separated from the service of PASSHE for any reason prior to taking paid time off earned by working a holiday listed in Section 1, shall be compensated in lump sum for any unused paid time off the employee has accumulated up to the time of separation.

Section 9. Whenever PASSHE declares a special holiday or part holiday for all employees in PASSHE, 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. PASSHE shall have the option of paying the employees their regular hourly rate of pay in lieu of such equivalent time off with pay.

Section 10. When an employee's work shift overlaps the calendar day, the first shift of the employee in which 50% or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end 24 hours after the commencement of that shift.

Section 11. In no event shall an employee be entitled to duplicate holiday payment. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of Article 17 of this Agreement.

Section 12. 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 13. University management shall attempt to equalize leave on the recognized holidays listed in Section 1 among permanent full-time employees in each scheduling unit at each University unless the employee requests otherwise.

When a holiday listed in Section 1 occurs during a week in which an employee has a pre-scheduled vacation, priority will be given over other requests for holiday leave to scheduling such employee for holiday leave.

ARTICLE 8
PERSONAL LEAVE DAYS

Section 1. All permanent full-time employees will be eligible for five paid personal leave days subject to the provisions set forth in Sections 2 through 8 of this Article. During the first, second, and fourth quarters of each calendar year, one paid personal leave day per calendar quarter will be earned. During the third quarter of each calendar year, two paid personal leave days will be earned.

Section 2. The employee must have 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-quarter calendar year to earn the personal leave entitlement under Section 1 above.

Section 3. Personal leave 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 personal leave at the same time, the

employee with the greatest seniority, as it relates to total years of service with PASSHE, shall be given preference in the event of any conflict in selection. Where reasonable opportunities are available for selection of personal leave on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. Requests for emergency personal leave will be entertained at any time with the understanding that an employee may be required to substantiate the emergency nature of the request and that further, it may be necessary, in order to accommodate the emergency, to reschedule requests of other employees for personal, holiday, compensatory leave, and/or annual leave not scheduled during the selection period.

a. An employee's request for a personal leave day on the employee's birthday received in writing at least 45 calendar days prior to the employee's birthday shall be approved. An employee shall be allowed to anticipate the earning requirement in Section 1 above.

b. An employee's request to schedule a certain day due to an appointment with a physician or dentist or other personal business that is submitted four or more weeks in advance, shall not be unreasonably denied.

Section 4. Personal leave to which an employee may become entitled during the calendar year may be granted at University management's discretion before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall PASSHE for those days of personal leave used but not earned.

Section 5. Personal leave days shall be noncumulative from calendar year to calendar year. However, employees will be permitted to carry over personal leave days into the first seven 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 pay periods of the next calendar year, will be lost.

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

Section 7. All permanent part-time employees who are in an active pay status as specified in Sections 1 and 2 above shall receive personal leave days as provided in Sections 1 and 2 on a pro rata basis calculated to the nearest one-half day.

Section 8. 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. 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 9. If a University is closed on the day after Thanksgiving, employees will utilize an annual or personal leave day or be charged leave without pay for the day after Thanksgiving, unless the employee and their supervisor agree on an appropriate work assignment.

Section 10. 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.

All employees age fifty-five (55) or over, who separate from service after adoption of the Leave Payout Plan, shall have the leave payouts, otherwise payable for accumulated and unused annual leave, personal leave, compensatory leave, holiday leave, and sick leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided, however, that if the total amount of leave payout is $5,000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash. In the event that any participant (in the Leave Payout Plan) also participates in the State System Alternative Retirement Plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v), or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

ARTICLE 9
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 in writing or electronically to the employee's immediate supervisor and shall be answered promptly, unless otherwise specified by this Agreement. Requests for emergency-type leaves shall be answered before the end of the shift on which the request is made. An employee may be required to substantiate the emergency nature of the request. If documented substantiation is required, the employee will be permitted to provide it upon return to work. Except for emergency-type leaves, the time when leave is taken is within the discretion of University management.

Requests for any type of leave to which an employee is entitled under this Agreement and which is not to exceed one month shall be answered by University management within five days, unless otherwise specified by this Agreement. If the requested leave is in excess of one month, the request shall be answered within ten days, unless otherwise specified by this Agreement.

For purposes of scheduling, requests for annual leave, personal leave, and compensatory time off will have equal priority.

Section 3. During the life of this agreement, each Union local unit is authorized to utilize administrative leave to attend training programs that deal with contract administration up to a maximum cumulative total equal to one day per contract year (four days for the contract term of July 1, 2016 through June 30, 2019). Such elected officer or representative may use any or all of the available days in any contract year. Should the elected office or representative change during the life of the agreement, the new officer or representative may only use the unused balance of administrative leave time not taken by his/her predecessor.

ARTICLE 10
VACATIONS

Section 1. a. Employees hired prior to July 1, 2012 shall be eligible for annual leave after 30 calendar days of service with PASSHE. Employees shall earn annual leave as of their date of employment in accordance with the following schedule:

Maximum Annual Leave Entitlement Per Year

Up to l Year of Service:

Annual Leave will be earned at the rate of 4% of all Regular Hours Paid
37.5 Hour Workweek: 78 Hours (10.4 days)
40 Hour Workweek: 83.2 Hours (10.4 days)

Over l Year to 15 Years of Service Inclusive:

Annual Leave will be earned at the rate of 6% of all Regular Hours Paid
37.5 Hour Workweek: 117 Hours (15.6 days)
40 Hour Workweek: 124.8 Hours (15.6 days)

Over 15 Years to 25 Years of Service Inclusive:

Annual Leave will be earned at the rate of 8% of all Regular Hours Paid
37.5 Hour Workweek: 156 Hours (20.8 days)
40 Hour Workweek: 166.4 Hours (20.8 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)

Employees hired on or after July 1, 2012 shall be eligible for annual leave after 30 days of service with PASSHE. Employees shall earn annual leave as of their date of employment in accordance with the following schedule:

Maximum Annual Leave Entitlement for Year

Up to 1 Year of Service:

Annual Leave will be earned at the rate of 2.69% of all Regular Hours Paid
37.5 Hour Workweek: 52.5 Hours (7 days)
40 Hour Workweek: 56.0 Hours (7 days)

Over 1 Year to 3 Years of Service:

Annual Leave will be earned at the rate of 3.85% of all Regular Hours Paid
37.5 Hour Workweek: 75 Hours (10 days)
40 Hour Workweek: 80 Hours (10 days)

Over 3 Years of Service:

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: 120.0 Hours (15 days)

b. Regular hours paid as used in this Article include all hours paid except overtime, standby time, call-time, and full-time out-service training. Work-related disability time shall be included in regular hours paid as provided in Article 22, Sections 3 and 9.

c. Employees shall be credited with a year of service for each 26 pay periods completed in an active pay status provided they were paid a minimum of one hour in each pay period.

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

Section 3. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of service with PASSHE shall be given preference in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacation on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. Unless there are existing or subsequent agreements on the selection period at appropriate local levels, the selection periods shall be as follows:

Selection Period	**Response to Requests**	**Vacation Period**
September 1-30	October 10	January 1-June 30
March 1-31	April 10	July 1-December 31

The scheduling of weekends off in conjunction with pre-selected vacations may be the subject of a local level meet and discuss.

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 they furnish satisfactory proof of such illness upon their return to work.

Section 6. Employees separated from the service of the University 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 calendar year to the next provided that in no case shall the amount thus carried over exceed 45 days (337.5 or 360 hours). However, employees will be permitted to carry over annual leave in excess of the 45 day limit into the first 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 7 pay periods of the next calendar year, will be converted to sick leave, subject to the 300 day limitations in Article 11, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 of this Article.

Section 8. If an employee is required to return to work after commencement of a pre-scheduled vacation, the employee shall be compensated at 1½ times the employee's regular hourly rate of pay for all hours required to work on the pre-scheduled vacation day or days. 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 furloughed employees who, during their recall period, return to PASSHE's payroll in a temporary capacity.

Section 10. Employees on leave without pay to attend official Union conventions or conferences in accordance with Article 14, 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 or more years of service since the date on which they commenced their most recent period of employment may anticipate annual leave to which they become entitled during the then current calendar year unless University management has reason to believe that the employee has been abusing the leave privilege. Permanent employees with less than one year of service since the date on which they commenced their most recent period of employment may not anticipate annual leave.

Section 12. An employee who is furloughed and is not employed in another position within 14 calendar days of the effective date of furlough will receive a lump sum payment for all earned, unused annual leave unless the employee requests in writing before the end of the 14 calendar days to freeze all earned unused annual leave.

An employee may subsequently change a decision to freeze the earned, unused annual leave by submitting a written request for a lump sum payment for the annual leave. Payment will be made within 35 days of the date on which the request is received by University management, 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 reemployed during the furlough recall period, the annual leave which was frozen will be reinstated. If the employee is not reemployed 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. After 15 years of service in the bargaining unit, an employee will be guaranteed once in their career, upon request during the selection period, no less than 4 weeks but no more than nine weeks of continuous annual leave. However, no more than one employee per seniority unit shall be granted this continuous leave during the same time period. This guarantee supersedes the seniority selection. The employee must have accumulated the annual leave necessary prior to the request. No

anticipated annual leave may be used.

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

Section 15. If a University is closed on the Day after Thanksgiving, employees will utilize an annual or personal leave day or be charged leave without pay for the Day after Thanksgiving, unless the employee and their supervisor agree on an appropriate work assignment.

Section 16. 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.

All employees age fifty-five (55) or over, who separate from service after adoption of the Leave Payout Plan, shall have the leave payouts, otherwise payable for accumulated and unused annual leave, personal leave, compensatory leave, holiday leave, and sick leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided, however, that if the total amount of leave payout is $5,000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash. In the event that any participant (in the Leave Payout Plan) also participates in the State System Alternative Retirement Plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v), or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

ARTICLE 11
SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. a. Employees shall be eligible for sick leave after 30 calendar days of service with PASSHE. Employees shall earn leave as of their date of hire in accordance with the following schedule:

Sick Leave will be earned at the	37.5 Hour Workweek: 90 (12 days)
rate of 4.62% of all Regular Hours Paid	40 Hour Workweek: 96 (12 days)

b. Regular Hours Paid as used in this Article include all hours paid except overtime, standby time, call-time, and full-time out-service training. Work-related disability time shall be included in regular hours paid as provided in Article 22, Sections 3 and 9.

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

Section 3. A doctor's certificate is required for an absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where University management has reason to believe 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 University management's final determination is made that the employee is abusing the sick leave privilege. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

Section 4. Employees may use not more than five days of such sick leave entitlement in any calendar year where sickness in the immediate family requires the employee's absence from work. Immediate family is defined as the following persons: husband, wife, child, step-child, foster child, parent, brother or sister of the employee. University management may require proof of such family sickness in accordance with Section 3 above.

Section 5. Employees may use up to five days of sick leave for the death of a spouse, parent, stepparent, child, foster child or stepchild and up to three days of such leave may be used for the death of a brother, sister, grandparent, step-grandparent, grandchild, step-grandchild, son-or daughter-in-law, brother-or sister-in-law, parent-in-law, grandparent-in-law, aunt, uncle or any relative residing in the employee's household.

Section 6. a. Employees who retire shall be paid for their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in Subsection b.

Days Available at Retirement	Percentage Buy-Out	Maximum Days
0 - 100	30%	30
101 - 200	40%	80
201 - 300	50%	150
over 300 (in last year of employment)	100% of days over 300	13

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

(1) Superannuation retirement with at least 5 years of credited service in the State and/or Public School Employees' Retirement Systems. For purposes of this Subsection, superannuation under the Alternative Retirement Plan shall be 60 years of age with at least 5 years of Commonwealth/PASSHE service
or

(2) Disability retirement, which requires at least 5 years of credited service in the State and/or Public School Employees' Retirement Systems. For purposes of this Subsection, a retirement under the Alternative Retirement Plan 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 I.
or

(3) Other retirement, including retirement under the Alternative Retirement Plan,

with at least 25 years of credited service in the State and/or Public School Employees' Retirement Systems. For purposes of this Subsection, retirement under the Alternative Retirement Plan must include at least 25 years of Commonwealth/PASSHE service.
or

(4) After seven years of service, death prior to retirement or separation of service except as provided in Section 7.

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 7. When an employee dies as the result of a work-related accident, PASSHE 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 PASSHE will pay 30% of the employee's unused sick leave to 90 days. Such payments shall not be made for part days of accumulated sick leave.

Section 8. The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to furloughed employees who, during their recall period, return to PASSHE's payroll in a temporary capacity.

Section 9. Employees on leave without pay to attend official Union conventions or conferences in accordance with Article 14, 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 10. Permanent employees who have one or more years of service since the date on which they commenced their most recent period of employment may anticipate sick leave to which they become entitled during the then current calendar year unless University management has reason to believe that the employee has been abusing the leave privilege. Permanent employees with less than one year of service since the date on which they commenced their most recent period of employment may not anticipate sick leave.

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

Section 11. 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 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.

All employees age fifty-five (55) or over, who separate from service after adoption of the Leave Payout Plan, shall have the leave payouts, otherwise payable for accumulated and unused annual leave, personal leave, compensatory leave, holiday leave, and sick leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided, however, that if the total amount of leave payout is $5,000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash. In the event that any participant (in the Leave Payout Plan) also participates in the State System Alternative Retirement Plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v), or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

ARTICLE 12
CIVIL LEAVE

Section 1. PASSHE recognizes the responsibility of its employees to fulfill their civic duties as jurors and witnesses in court proceedings. PASSHE agrees, therefore, to grant civil leave with pay to permanent employees:

a. Who have not volunteered for jury duty and are called for jury duty

or

b. Who are not a party in a civil or criminal court proceeding, but are subpoenaed as a witness to attend such a court proceeding.

Civil leave shall be granted for the period of time (including reasonable travel time) when the employee's regularly scheduled work is in conflict with the required court attendance time. An employee shall be eligible to receive a maximum of one day's pay at their regular straight time rate (one full shift) for each day of required court attendance.

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

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

Section 2. Permanent employees who are subpoenaed as witnesses in the following administrative hearings shall be granted leave with pay while attending such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Judge, and Workers' Compensation Appeal Board.

Permanent employees who are subpoenaed as witnesses before the State Civil Service Commission or Pennsylvania Human Relations Commission shall be granted leave with pay while attending such hearings.

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

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

Section 4. a. Permanent employees while performing firefighting duties, emergency medical technician duties, civil air patrol activities, or emergency management rescue work during a fire, flood, hurricane or other disaster may be granted leave with pay. Certified Red Cross disaster relief volunteers may be granted leave with pay to perform disaster relief work for the Red Cross during a state of emergency declared by the Governor.

b. Volunteer participation in firefighting activities, emergency medical technician work, civil air patrol activities, or emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the University President. Employees absent from work for reasons under Paragraph (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 he/she served, certifying as to his/her activities during the period of absence.

ARTICLE 13
MILITARY LEAVE

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

Section 1. Military Reserve

a. All permanent employees of PASSHE who are members of reserve components of the Armed Forces of the United States shall be entitled to military leave with compensation for all types of training duty ordered or authorized by the Armed Forces of the United States. Such training duty may either be active or inactive duty training and shall include but is not limited to:

(1) Annual active duty for training.

(2) Attendance at service schools.

(3) Basic training.

(4) Short tours of active duty for special projects.

(5) Attendance at military conferences and participation in any command post exercise or maneuver, which is separate from annual active duty for training or inactive duty training.

b. For military training duty as provided for in Subsection a. of this Section the maximum military leave with compensation is 15 working days per calendar year.

c. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

Section 2. Pennsylvania National Guard

a. In accordance with the Military Code as amended by Act 92 of 1975, and Act 174 of 1990, all permanent employees of PASSHE who are members of the Pennsylvania National Guard shall be entitled to military leave with compensation for all types of training duty (active and inactive) or other military duty ordered or authorized by the Armed Forces of the United States. Such duty shall include but is not limited to:

(1) Annual active duty for training.

(2) Attendance at service schools.

(3) Basic training.

(4) Short tours of active duty for special projects.

(5) Attendance at military conferences and participation in any command post exercise, or maneuver which is separate from annual active duty for training or inactive duty training.

(6) Other military duty.

b. For military training duty or other military duty as provided for in Subsection a. of this Section, the maximum military leave with compensation is 15 working days per calendar year.

c. Military leaves with compensation shall also be granted to members of the Pennsylvania National Guard on all working days during which, as members of the Pennsylvania National Guard, they shall be engaged in the active service of the Commonwealth as ordered by the Governor when an emergency in the Commonwealth occurs or is threatened, or when tumult, riot, or disaster shall exist or is imminent.

d. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

Section 3. General

a. Employees of PASSHE who leave their jobs for the purpose 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 either have their duties performed by remaining employees and their positions kept vacant or they shall be performed by temporary substitutes.

Section 4. Granting, Duration, and Expiration

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

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

(2) For initial active duty for training.

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

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

c. Military leave without pay shall expire:

(1) For periods of more than 180 days, no more than 90 days after the completion of the service.

(2) For periods of service of more than 30 days but less than 181 days, no more than 14 days after the completion of the service.

(3) For periods of service that were less than 31 days, the first full regularly scheduled work period following the period of service or up to 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 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 circumstance.

Section 5. Re-employment

Every employee has the right to return to employment at the time of or prior to the expiration of military leave upon notifying the University President of the desire and availability to return to PASSHE service provided the following are met:

a. The employee is capable of performing the essential functions of the position.

b. For temporary employees, the temporary position has not yet expired.

c. For periods of service delineated in Section 4 c (1) and (4), written application for re-employment is provided to the University.

Section 6. Seniority Rights

An employee who returns to employment at the time of or prior to the expiration of military leave shall be given such status in employment as would have been enjoyed if employment had been continuous from the time of entrance into the Armed Forces.

Section 7. Retirement Rights

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

Section 8. Loss of Benefits

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

Section 9. Physical Examination

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

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

ARTICLE 14
LEAVES OF ABSENCE WITHOUT PAY

Section 1. Employees may be granted leave without pay at the sole discretion of University management for any reason for a period not to exceed two years.

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

Section 3. Members of the Union shall be granted, subject to University management's responsibility to maintain efficient operations, up to four weeks' leave without pay without loss of seniority where such time is necessary to enable them to attend official Union conventions or conferences. If all requests cannot be granted, preference shall be given to Union or local officers and committee members. Employees may use accrued annual or personal leave for this purpose in lieu of

leave without pay. The following shall be recognized as official Union conventions or conferences:

1. OPEIU Healthcare Pennsylvania Annual Convention

2. OPEIU Annual Convention

3. AFL-CIO Annual Convention

Requests for such leave will be forwarded to the Office of the Chancellor, Labor Relations, by the Union with a copy to the University Labor Relations Coordinator not less than three weeks prior to the date of the convention or conference. Each request will contain the name, classification, department, and work location of the Union member, in addition to the name of the convention or conference.

Section 4. After completing one year of service, an employee may be granted a leave of absence without pay at the sole discretion of the University President or his/her designee for educational purposes. Such leave shall not exceed 18 months and shall not be granted more than once every 4 years.

Section 5. After completing six months of service, employees shall be granted, upon written request, extended leave without pay for illness for a period of at least two consecutive weeks, but not more than six months. If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted for less than two consecutive weeks. The request, which shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of a doctor's certificate and 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.

After the employee has used an aggregate of six months of leave without pay under this Section, University management is not required to grant subsequent leave without pay for this purpose unless six months in an active pay status have elapsed from the termination of the last date of approved leave under this Section. This Section shall not apply to a work-related injury.

Section 6. Upon written request of the employee, an extension of up to an additional six months of leave without pay for illness 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 employer-subsidized benefits. 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-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held within 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. This Section shall not apply to a work-related injury.

Section 7. Employees shall not be required to use accumulated sick, annual and/or personal leave prior to the commencement of a leave without pay.

Section 8. Upon the expiration of any approved leave of absence without pay, except as provided in Section 6 above and in Article 22, 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 25, Seniority.

Section 9. It is understood by both parties that the provisions of Sections 5, 6, 7, and 8 are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq.

ARTICLE 15
PARENTAL LEAVE

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

Section 1. General

All permanent employees of PASSHE who become parents through childbirth or formal adoption or placement of a child with an employee for foster care shall be granted parental leave upon request.

Section 2. Granting Leave

a. An employee shall submit written notification to the immediate supervisor stating the anticipated duration of the leave at least 2 weeks in advance if circumstances permit. Such leaves shall be granted for a period of time not to exceed 6 months. Upon the request of the employee and at the discretion of the University President or his/her designee, parental leaves may be extended or renewed for a period not to exceed 6 months. In no case shall the total amount of leave exceed 12 months. Parental leave shall begin whenever employees request; and may be used prior to the date of custody or placement when required for adoption or placement to proceed. No unpaid parental leave shall be granted beyond one year from the date of birth, of assuming custody of an adopted child, or of placement of a foster child.

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

c. While an employee is on parental leave, 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

a. An employee shall have the right to return to the same position in the same classification held before going on parental leave, or to an equivalent position with regard to pay and skill.

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, and Sick Leave

An employee is entitled to use accrued sick leave for the period that he/she is unable to work as certified by a physician. An employee may use all accrued annual and/or personal leave at any time before, during, or after parental leave. Unused leave shall be carried over until return. An employee shall not earn annual, personal, and sick leave while on parental leave without pay. Paid leave is not to be included when calculating the six-month entitlement.

Section 6. Guidelines

Guidelines regarding parental leave are published through the Directives Management System, (Reference Management Directive 530.2, as adopted by PASSHE). Guidelines regarding state-paid benefits while on parental leave are published through the Directives Management System (Reference Management Directive 530.4, as adopted by PASSHE).

Section 7.

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. and that leave granted in accordance with this Article shall be designated as leave under the provisions of this Act.

ARTICLE 16
SALARIES AND WAGES

Section 1. Effective July 1, 2016, employees covered by this Agreement will continue to be paid in accordance with the October 1, 2010-June 30, 2015 Pay Schedule in Appendix A.

Section 2. Effective October 1, 2016, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of three and one-half percent (3.5%). This is reflected in the Pay Schedule in Appendix B.

Section 3. Effective with the first full pay period of July 2017, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of two percent (2%). This is reflected in the Pay Schedule in Appendix C.

Section 4. Effective with the first full pay period of July 2018, each employee covered by this

Agreement who is in an active pay status shall receive a general pay increase of two and one-half percent (2.5%). This is reflected in the Pay Schedule in Appendix D.

Section 5. A permanent salaried employee whose salary exceeds the maximum of the employee's applicable pay scale group when the general pay increases outlined in Sections 2, 3 and 4 above are effective shall receive the annual amount of the general pay increase in the form of a one-time cash payment rounded to the nearest dollar. The cash payment shall be paid no later than the next payday after the general pay increase is reflected in the paychecks of employees who are not above the maximum.

If an employee's rate of pay exceeds the maximum of the employee's applicable pay scale group before the general pay increase, but would not exceed the maximum after the general pay increase, the employee's rate shall be increased by an amount which will make it equal to the new maximum. The one-time cash payment for an employee in this situation shall be reduced by the amount of increase in the employee's annual rate of pay.

Section 6. 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 appropriate Pay Schedule.

b. A University may hire employees at pay rates above the minimum rate of the assigned pay range, in accordance with the letter of understanding dated June 26, 1997 (Appendix K).

Section 7. a. Employees covered by this Agreement who have been employed continuously by PASSHE since January 1, 2017, will be eligible to receive a one-step annual service increment effective on the first day of the first full pay period in January, 2018.

b. Employees covered by this Agreement who have been employed continuously by PASSHE since January 1, 2018, will be eligible to receive a one-step annual service increment effective on the first day of the first full pay period in January, 2019.

c. During the term of this Agreement, employees who are at or above the maximum step of their pay range at the time they become eligible for an annual service increment as outlined in (a) and (b), shall receive the annual amount of a two and one-quarter percent (2.25%) increase in the form of a one-time cash payment rounded to the nearest dollar.

d. Employees covered by this Agreement who terminate with at least one year of continuous service with PASSHE since their most recent appointment and who are re-employed within six months from the date of termination or furlough will be eligible to receive the one step annual service increment as outlined in (a) and (b), following their appointment.

Section 8. a. When an employee, covered by this Agreement, is promoted to another classification in a higher pay range, the employee shall receive an increase of four steps for each pay range the employee is promoted or to the minimum of the new pay range, whichever is greater.

b. When an employee, covered by this Agreement, is demoted (including demotions occurring as a result of furlough bump or furlough recall) to another classification in a lower pay range, the employee shall receive a decrease of four steps for each pay range the employee is demoted or to the maximum of the new pay range, whichever is lesser.

c. When an employee, covered by this Agreement, is transferred to another classification in the same pay range, the employee shall be placed at the same step in the pay range.

Section 9. The cash payments provided for in this Article shall not be added to the employee's base salary. The cash payment will be subject to dues and fair share fee deductions where applicable.

Section 10. 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 11. Permanent employees who have attained one or more of the certifications listed in Appendix E in an appropriate specialization by July 1, 2016, and/or July 1, 2017, and/or July 1, 2018, will receive a $650 certification payment in each contract year that the employee meets the criteria. To receive the certification payment employees must be in active pay status on July 1, of the appropriate contract year and must be in an active pay status from 50% to 100% of the time for 6 months during the 12 months preceding July 1, of the appropriate contract year. The area of certification must be related to the employees' duties and responsibilities with the University.

An employee in an inactive pay status on July 1, upon return to active pay status, shall be entitled to the certification payment, subject to the same entitlement criteria.

ARTICLE 17
OVERTIME

Section 1. One and one-half times the employee's regular hourly rate of pay shall be paid for work performed under the following conditions:

a. For any work performed in excess of 8 hours in any workday or in excess of 40 hours in any workweek.

b. For employees engaged in 7-day operations, for any work in excess of 8 hours in any one workday or in excess of 80 hours in any bi-weekly pay period.

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

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:

(l) Where after mutual agreement, the employee is compensated at the employee's regular rate of pay for a holiday which occurs on an employee's day off in lieu of granting paid time off.

(2) Where, after mutual agreement, the employee is compensated at the employee's regular rate of pay in lieu of granting paid time off 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 day leave.

g. Sick leave.

(1.) Effective July 1, 2017, sick leave shall no longer be regarded as hours worked for the purpose of computing overtime Under Section 1 of this Article.

h. Administrative leave.

Section 3. Effective July 1, 2012, all double time of an employee's regular hourly rate of pay shall be eliminated.

Section 4. By mutual agreement between University management and the employee involved, compensatory time off at the appropriate rate may be granted in lieu of premium overtime pay. Such compensatory time off is to be granted within the 120 calendar day period succeeding the date on which the overtime is worked. If a written request is received prior to or within 45 days after the date on which the overtime is worked, the compensatory time off shall, subject to University management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee. If the compensatory time off is not scheduled in accordance with the employee's request, or at some other time mutually agreed to prior to the completion of the 120 calendar day period succeeding the date on which the overtime is worked, the employee shall be compensated at the appropriate rate of pay in lieu of compensatory time off.

Section 5. University management will attempt to equalize overtime between employees within the same job classification in the same functional unit at a University. University management shall first seek to obtain volunteers for the performance of overtime work. In the event that sufficient volunteers are not available, University management shall have the right to assign such work on a non-volunteer basis. Nothing in this Section shall require University management to accept as a volunteer or to assign overtime to an employee where the employee would be entitled to double time for such overtime work. This paragraph shall be superseded by any existing or subsequent procedure mutually agreed upon in writing by the and the Union at the University level.

Section 6. Employees who are not permitted to take rest periods during their regular shifts shall have that time counted as time worked in addition to that which is provided for in Section 2.

Section 7. Payment for overtime is to be made 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 construed as after-the-fact.

Section 8. There shall be no duplication or pyramiding of any premium pay provided for under

the provisions of this Agreement for the same hours worked. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of this Article.

Section 9. 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.

All employees age fifty-five (55) or over, who separate from service after adoption of the Leave Payout Plan, shall have the leave payouts, otherwise payable for accumulated and unused annual leave, personal leave, compensatory leave, holiday leave, and sick leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided, however, that if the total amount of leave payout is $5,000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash. In the event that any participant (in the Leave Payout Plan) also participates in the State System Alternative Retirement Plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v), or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

ARTICLE 18
SHIFT DIFFERENTIAL

Section 1. An employee whose work shift consisting of 7½ or 8 work hours on a scheduled work day begins before 6:00 A.M. or at or after 12:00 noon will be paid a shift differential of $1.00 per hour for all such hours worked on that shift.

Section 2. An employee who works overtime on a work shift as described in Section 1, or who works not less than a full 7½ or 8 hour shift which begins before 6:00 A.M. or at or after 12:00 noon on a day other than a scheduled workday will receive the shift differential for each non-premium hour worked and will have the shift differential included in the base rate for the purpose of computing the appropriate overtime premium rate.

An employee who works overtime after or before a scheduled work shift for which shift differential is not applicable, whether or not the overtime work is for a full 7½ or 8 hour shift, shall not receive shift differential or have it included in the base rate for computing the overtime premium rate.

ARTICLE 19
CALL TIME AND STANDBY TIME

Section 1. Employees who have been released from work and are then called back to work outside of their regular shift schedule shall be paid at the appropriate rate for the hours worked or a minimum of three hours' pay at the employee's regular straight-time hourly rate, whichever is greater. Employees receiving call time assignments shall be credited for beginning work when they arrive at the work site. Call time shall be paid for at whatever rate is appropriate. Employees will be permitted to leave the work site when the work assignment that is the reason for the call time is completed unless the employee's scheduled work shift has commenced. There shall be no duplication of hours or pay.

Section 2. An employee is on standby during the period that the employee is required to leave a phone number with the University where the employee can be reached and be available for service at the University within 30 minutes after a telephone call.

Only employees who are required to be on standby are entitled to the compensation hereafter set forth. Such employees on standby time shall, at the University's discretion, either be paid 25% of their regular base pay for such standby time or receive compensatory time equivalent to 25% of such standby time. Standby time shall not be considered hours worked for the purpose of computing overtime. An employee is not considered to be on standby time during the period the employee is being paid for call time. If University management is unable to reach an employee who is on standby, the employee shall not receive pay or compensatory time for any of the hours, which the employee was supposed to be on standby.

ARTICLE 20
LIFE INSURANCE

Section 1. PASSHE 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. However, the amount of life insurance coverage will be reduced at age 70 to 65% of that coverage amount previously in effect and at age 75 to 50% of that coverage amount previously in effect.

Section 2. a. Permanent employees who are granted sick leave without pay or parental leave without pay will continue to receive 100% state paid coverage under the current life insurance plan for up to 6 months. Permanent employees who are on sick or parental leave without pay for longer than 6 months may remain in the program for an additional 6-month period by paying the entire premium. Permanent employees who are granted family care leave without pay will continue to receive 100% PASSHE paid coverage under the current life insurance plan for up to 12 weeks.

b. Except as provided in c. below, those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than sickness or parental or family care leave for longer than one full pay period may remain in the program for up to one year by paying the entire premium.

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

Section 3. PASSHE 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 $10,000, unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

ARTICLE 21
HEALTH BENEFITS

Section 1. Health Benefits Eligibility

a. PASSHE shall provide an eligible permanent full-time active employee with health benefits. PASSHE 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. PASSHE 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 PASSHE.

(3) The option to elect coverage under a plan shall be available during annual open enrollment periods designated by PASSHE 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 the cost-sharing required under the spouse's plan, and without regard to any incentive the spouse's plan may offer to 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.

Section 3. Employee Premium Contribution

a. Full-Time

(1) Beginning January 1, 2016, all participating active full-time employees began contributing on a pre-tax basis through bi-weekly payroll deductions, at a flat rate of eighteen percent (18%) of PASSHE's expected costs for the type of contract for the chosen health and prescription drug plan.

(2) Contributions shall be established by plan based on the following demographic tiers: single, two-party, and family.

(3) PASSHE offered a health care management program (wellness program) to all eligible employees effective July 1, 2008, following consultation with the Health Care Cost Containment Committee as provided for in Appendix J. Active eligible full-time employees and covered spouses must complete the requirements of the health care management program (wellness program) 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) contributions increased as follows:

As of January 1, 2016, an additional ten percent (10%) was added to bring the total premium contribution for non-participants to twenty-eight percent (28%) of PASSHE's expected costs for the type of contract for the chosen health and prescription drug plan.

As of July 1, 2017, 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 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 30% of the STATE SYSTEM's expected costs of a single contract.

b. Part-Time

(1) Beginning July 1, 2010 (first pay date in July 2010), all participating active eligible part-time employees began contributing on a pre-tax basis through bi-weekly payroll deductions, at a flat rate of fifty-seven and one-half percent (57.5%) of PASSHE's expected costs for the type of contract for the chosen health and prescription drug plan.

(2) PASSHE offered a health care management program (wellness program) to all part-time eligible employees effective July 1, 2008, following consultation with the Health Care Cost Containment Committee as provided in Appendix J. Active eligible part-time employees and covered spouses must complete the requirements of the health care management program (wellness program) by the cut off dates in order to contribute at the participation levels in b.(1) above.

(3) For those active eligible part-time employees and covered spouses who do not participate in the health care management program (wellness program) contributions are increased as follows:

As of July 1, 2010, an additional five percent (5%) was added to bring the total premium contribution for non-participants to sixty-two and one-half percent (62.5%) of PASSHE's expected costs for the type of contract for the chosen health and prescription drug plan.

As of July 1, 2017, 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 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 30% of the STATE SYSTEM's expected costs of a single contract.

Section 4. Leaves Without Pay

a. Permanent employees who are granted leave without pay due to sickness or parental leave will continue to receive health and prescription drug benefits under the SSHEGHP and supplemental benefits under the Management Benefits Program for up to six (6) months. Permanent employees who are granted family care leave will continue to receive health and prescription drug benefits and supplement benefits under the Management Benefits Program for up to twelve (12) weeks. Health and prescription drug benefits will continue provided that required employee contributions are paid while on leave. If the employee does not pay their share of the premium, their coverage will be cancelled and they will be permitted to continue coverage under COBRA provisions or on a direct pay basis.

b. Eligible employees who are placed on suspension, or granted leave without pay for any reason other than for sickness, parental, or family care leave for longer than one (1) full pay period, or who are on leave without pay due to sickness or parental leave longer than six (6) months, or family care leave longer than twelve (12) weeks will be permitted to continue coverage under COBRA provisions or on a direct pay basis. If the employee does not pay their share of the premium, their coverage will be cancelled.

c. Permanent full-time employees and permanent part-time employees who are eligible under Section 1 above who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules and have an expectation of year-to-year employment with the University will continue to receive benefits as specified herein for the period of cyclical leave without pay if the required employee contribution is paid while on leave. If the employee does not pay their share of the premium or if the leave extends beyond the regular leave period, employees will be permitted to continue coverage under COBRA provisions or on a direct pay basis.

d. PASSHE/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

PASSHE 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.

d. Effective January 1, 2016, the STATE SYSTEM implemented prescription drug clinical management programs (Managed RX Coverage Program (MRxC), including step edits, and expansion of Managed Prior Authorization Program) to encourage cost-effective utilization.

e. Effective January 1, 2016, the STATE SYSTEM established a mandatory Specialty Pharmacy Vendor program. Employees and their enrolled dependents who need to obtain specialty medications must purchase those medications from the designated Specialty Pharmacy Vendor to receive the in-network benefit.

Section 6. Annuitant Health Care Coverage

a. Eligibility

(1) For all employees who began employment prior to January 16, 2016, PASSHE 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) An employee who retires prior to July 1, 2009, and is enrolled in the indemnity plan at the time of retirement, may continue that enrollment as an annuitant. However, the indemnity plan will not be available to pre-Medicare retirees who retire after June 30, 2009. Eligible employees who retire after June 30, 2009, and who enroll in the AHCP and are not eligible for Medicare, will have the choice of enrollment in the PPO or other approved plan under the AHCP.

c. Annuitant Premium Contributions

(1) PASSHE 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 PASSHE'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. PASSHE 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 PASSHE 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 PASSHE or the 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 PASSHE 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 PASSHE 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 PASSHE 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 PASSHE 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 PASSHE 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 PASSHE employment was due to furlough and the employee returns during the recall period, this three-year requirement will not apply. If the employee had qualified, other than through disability retirement, for PASSHE 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 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 I.

(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 PASSHE 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 PASSHE 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 PASSHE paid coverage in the AHCP prior to the most recent rehire period, this three (3) year requirement will not apply.

Section 7. 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, vision, and hearing benefits in accordance with the Management Benefits Program.

Section 8. 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 9. 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 July 1, 2007, the Health Care Cost Containment Committee is_composed of twelve (12) members with six (6) management representatives and six (6) union representatives four (4) of whom shall represent and be appointed by APSCUF, one (1) who shall represent and be appointed by OPEIU Healthcare Pennsylvania, Local 112, and one (1) who shall represent and be appointed by SPFPA.

b. The Health Care Cost Containment Committee shall meet periodically to discuss health care cost containment strategies. The Committee may also make recommendations for modifications to the health care plans. The Committee shall make recommendations to PASSHE and OPEIU 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 10. Effective July 1, 2012, 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 the Agreement and any subsequent restructuring of the program after July 1, 2012, 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 22
WORK-RELATED INJURIES

Section 1. An employee who sustains a work-related injury during the term of this Agreement as a result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Insurance Program, shall be entitled to work-related disability leave. Work-related disability leave is a leave of absence for which the employee will be paid 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 and Social Security and retirement contributions. Work-related disability leave shall be payable for an aggregate of 12 months or for the duration of the disability, whichever is lesser. In no case however will the aggregate of 12 months extend beyond three years from the date the injury occurred.

Work related disability leave for temporary employees shall be payable for an aggregate of up to 12 months, for the duration of the disability or for the scheduled duration of the temporary employment, whichever is the least. In no case, however, will the aggregate of 12 months extend beyond 3 years from the date the injury occurred.

Section 2. There shall be no reduction in credited service under the State Employes' Retirement Code during the period of time that the employee is on work-related disability leave.

Section 3. An employee who qualifies for work-related disability leave shall not be entitled to use sick, annual or personal leave during the period of eligibility. An employee who sustains a work-related injury during the period of this Agreement shall earn sick leave and annual leave on 34% of the work-related disability leave hours used subject to the provisions of Article 10, Section 9 and Article 11, Section 8. Personal leave shall not be earned during work-related disability leave.

Section 4. At the expiration of the period of eligibility, if an employee continues to receive Workers' Compensation, the employee may elect to continue the amount of pay provided in Section 1 by using accumulated sick leave. One full day of sick leave (7.5 or 8 hours as appropriate) will be charged for each day that the amount of pay provided in Section 1 continues. Employees will not be permitted to use partial sick days. Except as provided herein, sick leave or other paid leave may not be used when Workers' Compensation is payable.

An employee who does not elect to use accumulated sick leave at the expiration of the period of eligibility as provided above, will be placed on leave without pay in accordance with Section 7 below and will not be entitled to receive state-paid benefits. The employee election to use or not use sick leave under this Section cannot be changed more than once.

Section 5. An employee is required to refund to PASSHE the amount of overpayment of pay if an overpayment results because a claim denial is issued under the operation of the Workers' Compensation Insurance Program. In no case shall an employee be entitled to full pay and Workers' Compensation and/or Social Security for the period of eligibility. PASSHE shall recover any amount in excess of the employee's work-related disability leave amount. Failure to apply for or report Social Security or other applicable disability benefits to PASSHE will result in the termination of work-related disability leave.

Section 6. PASSHE paid coverage for life insurance and for hospital and medical insurance under the hospital, medical/surgical and major medical health coverage Plan as provided in Articles 20 and 21, will continue for the period of time that the employee is on work-related disability leave under Section 1 and using sick leave after the expiration of the period of eligibility in accordance with Section 4.

Section 7. An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Article 25, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three-year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the work-related disability leave and the end of the guarantee in this Section, the employee will be on leave without pay unless the employee is using sick leave in accordance with Section 4 of this Article.

Disabled employees receiving Workers' Compensation will be notified 90 days prior to the expiration of the 3-year period. The notification will include information concerning the employee's right to apply for disability retirement, if eligible. If the employee does not receive 90 days notice, the employee's right to return will not be extended. However, the LWOP will be extended for 90 days from the date of notification to enable the employee if eligible to apply for disability retirement.

Effective for injuries occurring on or after July 1, 1994, 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 70% of the final average salary less Workers' Compensation and Federal Social Security benefits.

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 Insurance program, may be absent from work with pay without use of sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury. Employees will be eligible to use this Medical Leave for an aggregate of 12 months provided that the aggregate of WRDL utilized under Section 1 and of Medical Leave utilized under this Section will not exceed 12 months and provided that in no case will Medical Leave be applicable beyond three years from the date the injury occurred. Each absence shall not exceed one work shift or the minimum amount of time necessary to obtain the medical treatment, whichever is less, and must be substantiated by a doctor's certificate verifying that the medical services were necessary and related to the work injury. Employees shall make reasonable efforts to schedule medical appointments during non-work hours. 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. An employee will earn leave at the same rate outlined in Section 3 of this Article for all absences due to approved Medical Leave under this Section.

Section 10. Sections 4, 6, and 8 of this Article shall not apply to temporary employees who are injured on and after July 1, 1994.

Section 11. 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. If an employee retires under The Alternative Retirement Plan, benefits under this Article shall cease.

ARTICLE 23
CLASSIFICATION

Section 1. The position classification plan, as established and maintained by PASSHE, consists of a schedule of classification titles with classification specifications for each classification, which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the work of the classification. Only in those instances where there is a substantial change in permanent job duties or job content during the term of this Agreement which justifies a change in job classification or where a claim of a longstanding misclassification exists may the employees process an appeal for a reallocation of their position through the grievance procedure as set forth in this Agreement, except that Step 3, 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. University determinations prior to Step 2 can be reversed by the Office of the Chancellor.

If a determination is made by University management 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 University management in the course of an employee appeal or a University management-initiated classification review that a position should be downgraded, the employee shall be demoted to the proper classification and pay group at the nearest level (step) not greater than the employee's current salary. If the employee's salary is greater than the maximum level (step) of the lower pay group, there shall be no reduction in salary. The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

If a final determination is made by University management in the course of an employee appeal or a University management-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, may submit classification appeals to an advisory arbitration panel by notifying the Office of the Chancellor of its intent to proceed to arbitration within 12 working days after receipt of the Step 2 decision. A copy of said notice shall be sent to the University. The panel shall consist of 3 members; one member appointed by PASSHE, one member appointed by the Union, and a third member selected by the parties jointly from a list of 5 names to be mutually agreed upon by PASSHE and the Union. The third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of PASSHE 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 PASSHE's classification and compensation plans. The panel shall be confined to deciding the proper classification in the then existing classification plan for the position in dispute.

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

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

Section 3. The Union recognizes the right of PASSHE to direct its working forces, 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 PASSHE's operations and organizational requirements.

Whenever an employee within the bargaining unit is temporarily required by University management or the circumstances of the situation to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those of the employee's own position for a period of any five full cumulative days or ten full one-half cumulative days in a calendar quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to two steps above the employee's current rate of pay or at the starting rate of the pay range for the higher classification, whichever is greater. Such employee, while temporarily working and being paid in a higher class, will also be paid at the higher rate for a holiday provided the

employee is charged to perform the higher level duties on the employee's scheduled workday immediately before and immediately after such holiday and is paid at the higher rate on those days. The holiday shall not count toward the requirement for five full cumulative days in a quarter. Employees who are charged to perform higher class work for a full day or a full half day and who take leave for a portion of that day will be compensated in increments of one-quarter hour for the partial day worked in the higher class after the five full day or ten full half day threshold has been met. Furthermore, employees who work out of class for less than a full day as a result of overlapping shifts within a higher level position will be paid out of class for all hours worked in the higher class after the five full day or ten full half day threshold has been met. Once the requirement for the five full cumulative day threshold or the ten full one half cumulative day threshold has been met, payment will be included in the bi-weekly paycheck. If the position in the higher rated classification is filled permanently by other than the person temporarily filling the position, the person temporarily assigned shall be returned to the person's previous position and compensation, but shall receive any increments and service credits for such increments to which the person would have been entitled had the person remained in the person's normal assignment.

The duties and responsibilities that are separate and distinct from those of the employee's own position means that the work in a position in a higher rated classification includes duties or responsibilities that are different from the work the employee does in the employee's own position, but also means that pay at the higher rate is payable even though both positions may include overlapping duties and responsibilities.

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 University management assigns an employee on a temporary basis to a lower classification or if an employee 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. University management 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 Union staff member, one staff member of PASSHE, and one 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 purpose of this Section, the calendar quarters shall be defined as 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 of the parties to 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 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. PASSHE shall notify the Union of class specification revisions to all classes that are presently in the certified bargaining unit for which the Union is the representative and of class specifications and pay ranges of proposed classes that PASSHE may reasonably anticipate will be placed in the certified bargaining unit, prior to officially effecting such additions, deletions or modifications. The Union will submit its comments, in writing, to PASSHE within 15 working days of receipt of the notification. If written comments are not received from the Union within 15 working days, PASSHE will contact the Union, by telephone, before implementation. Reasonable written requests by the Union for time extensions will be granted. In addition, PASSHE shall notify the Union of the commencement of classification studies of classifications in this bargaining unit.

ARTICLE 24
DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. University management shall not demote, suspend, discharge, or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, or discharge beginning at Step 1 of the grievance procedure within 12 working days of the date of its occurrence. The Union shall be notified promptly by the University of any demotion, suspension, or discharge.

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

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

Section 4. University management 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, University management shall not be restricted by the operation of this Section. University management will not take any disciplinary action against employees for appropriately advocating or appropriately attempting to bring about improvements in standards of patient care.

Section 5. The provisions of this Article shall not apply during an employee's probationary period, which shall be the initial six months of employment. The probationary period can be extended by mutual agreement between the Union and University management for an additional period during which time Section 1 shall not apply. Periods of leave without pay and work-related disability leave shall not count toward the initial probationary period or any extension period.

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

Section 7. After a period of two years, a written reprimand or reference to an oral reprimand shall be removed from the employee's official personnel folder if no intervening incidents of the same or a similar nature have occurred.

Section 8. The Alternative Discipline Program as outlined in Appendix H will continue to be used for situations 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.

ARTICLE 25
SENIORITY

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

(1) Unless otherwise stated herein, the seniority unit shall consist of that group of employees in a University within which seniority preference is exercised.

(2) Unless otherwise stated herein, seniority refers to Bargaining Unit Seniority.

(3) Bargaining Unit seniority standing shall be determined by the length of unbroken (as defined in Section 2) service with PASSHE subsequent to July 1, 1973, in bargaining unit classifications covered by this agreement and in classifications covered by the first-level supervisory memorandum. For employees who occupied a bargaining unit classification covered by this agreement on July 1, 1973, all unbroken service with PASSHE prior to July 1, 1973, will be counted toward Bargaining Unit seniority including leaves of absence without pay of one year or less. Employees who did not occupy a bargaining unit classification on July 1, 1973, but did so prior to that date, will have such service counted toward Bargaining Unit seniority, if there has been no break in service, including leaves of absence without pay of one year or less.

(4) Days not in an active pay status will be deducted from Bargaining Unit seniority except for approved Leaves of Absence Without Pay of one year or less and Military Leave.

Effective July 1, 1991, employees will accrue Bargaining Unit seniority during legal strike absences.

(5) Employees who served in the Armed Forces of the United States during periods of time listed below shall be responsible for providing proof of military service to their personnel officer within 60 days of their first day of work in order to receive seniority credit in accordance with the Veterans' Preference Act, 51 Pa. C.S. 7107 et seq. Failure to provide the required proof of service during the time period shall bar the employee or Union from claiming credit for such service at a later date.

Applicable periods 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.

b. Seniority credit for each employee is maintained as a total number of days. Employees will then accrue seniority in accordance with the following procedure: The number of regular hours paid each bi-weekly pay period plus the number of hours approved leave without pay will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to the employee's accumulated total.

Section 2. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five consecutive working days, failure to report within ten 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 PASSHE'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 seniority. If an employee is returned within one year after such break in service, the employee shall be entitled to credit for seniority purposes for the time accrued up to the time break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.

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

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

Section 3. Seniority lists shall be prepared for each seniority group and revised where necessary every six months. Appropriate service information shall be shown thereon to permit application of various seniority provisions. Such lists shall include both full-time and part-time employees and shall be posted on the appropriate bulletin boards. Part-time employees' relative position on a seniority list, which shall include past pro rata service, shall not change until the subsequent six-month list is posted subject to the adjustment of errors through the grievance procedure. Seniority lists shall be provided to the local Union representative upon request not more than once every six months.

Section 4. Postings: All vacancies (such as those positions vacated through resignation, retirement or permanent transfer of an incumbent or positions newly created by University management) which are to be filled within the bargaining unit will be posted at appropriate work locations within appropriate seniority units prior to the filling of such vacancies for a period of at least ten calendar

days unless an emergency requires a lesser period of time.

Section 5. Whenever the University deems it necessary to fill a vacancy, subject to the provisions of Sections 10 and 18, vacancies shall be filled in the following manner:

Employees wishing to be considered for a posted vacancy shall submit their name to University management on a form available from the University office specified on the posting. Employees must submit the form within the time period specified on the posting.

Section 6. A six-month probationary period shall be served after a promotion. The probationary period can be extended by written mutual agreement between the Union and University management for an additional period. The provisions of Section 1, Article 24, shall not be applicable if an employee is demoted within the initial probationary period or any extension thereof for failure to successfully complete the probationary period. In such case, employees shall have the right to return to their former classification during that period. Periods of leave without pay and work-related disability leave shall not count toward the initial probationary period or any extension thereof.

Section 7. Furloughs and Bumping: When University management 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 into any other classification previously held within the bargaining unit but 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.

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

b. If an employee refuses to exercise rights under this Section, the employee shall forfeit recall rights under Section 9 of this Article to positions in all classifications except the one from which the employee was furloughed, and placement rights under Section 13 of this Article.

c. Where practicable, the University will notify the Union one month in advance of any impending furlough.

Section 8. Before any furlough is implemented in a classification in the classified service in a seniority unit, all emergency employees will be separated before any temporary employees; temporary employees will be separated before any provisional employees; and all provisional employees will be separated before any probationary employees or any regular status members of the classified service are furloughed.

Section 9. Recall: Each University shall establish a recall list by classification by seniority unit for those employees furloughed under Section 7 of this Article in the inverse order of seniority.

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

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

c. In the event any employee on a recall list refuses an offer of employment in the classification from which the employee was initially furloughed the employee shall forfeit all recall rights.

d. During the period that employees are on a recall list, they shall keep the University informed of any changes in address. The University shall not be held liable if an employee is not offered recall because of failure to notify the University of a change of address. An employee who is not offered recall because of failure to notify the University of a change of address and who subsequently informs the University of the current address shall be returned to the recall list and shall be offered the next opportunity for recall, provided the employee's three-year recall period has not expired.

e. The recall period of a furloughed employee who, during the recall period, returns to the furloughing University'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 University'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. During the recall period employees may be offered recall to either temporary or part-time positions. If an employee refuses an offer of either recall to temporary or part-time position, the employee forfeits all further recall rights to the type of employment refused. The employee will retain recall rights to permanent, full-time employment for which the employee is eligible.

h. A furloughed employee who, during a recall period, returns to the University's payroll in a temporary capacity shall be eligible for all benefits enjoyed by permanent employees provided other applicable eligibility requirements are met.

i. Each University will provide the Union with a copy of all recall lists.

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

Section 10. Filling of vacancies, reassignment opportunities, and the realignment of staff will be accomplished in the following manner:

a. Filling a vacancy (as defined in Article 25, Section 4).

(1) When a vacancy occurs it shall be posted for five days. Employees may bid for the vacancy as a lateral transfer between shifts or between patient care areas on the same shift or as a voluntary demotion with a reduction in salary for the sole purpose of a change in shift assignment. The bidding employee with the greatest bargaining unit seniority who possesses the requisite skill and ability will be awarded the position. The resulting vacancy will be posted in accordance with Article 25, Section 4 and filled at the discretion of University management.

b. Realignment of staff when no vacancy (as defined by Article 25, Section 4) exists.

(1) When a realignment of staff is necessary within the same shift, University management will seek volunteers who possess the requisite skill and ability, and if applicable, related work experience, from the classification within the designated area which will be losing staff. University management will, at its sole discretion, choose from among such volunteers the employee to be reassigned. The decision of University management will not be arbitrary or capricious. If there are no volunteers, the employee with the least bargaining unit seniority, who possesses the requisite skill and ability will be reassigned.

(2) Where feasible, five calendar days before realignment of staff occurs, the Union and local campus representative will be notified of the reason for and the scope of the realignment.

c. Involuntary transfer from one campus to another within a seniority unit shall be in inverse order of bargaining unit seniority.

Section 11. Grievances relating to the interpretation, application and implementation of Sections 5, 7, 8, 9, 13, 17, and 18 of this Article shall be filed at the first step. Arbitrations of grievances relating to these Sections shall be conducted by a panel of three members: one to be appointed by the Office of the Chancellor, one to be appointed by the Union, and the third to be selected by the Office of the Chancellor from a list of five names to be mutually agreed upon by the Office of the Chancellor and the Union. Such third member shall not be affiliated, directly or indirectly with any labor organizations or be an employee of PASSHE. The decision of the panel, hereinbefore described, shall be final and binding on the parties to the Agreement. The panel shall meet as deemed necessary by the parties for the purpose of adjusting grievances under this Section.

Section 12. When in the exercise of seniority rights provided hereunder, two or more employees are deemed relatively equal in skill and ability and have the same seniority date or amount of seniority, preferential rights shall be determined by lot.

Section 13. Placement: If an employee is unable to execute a bump as provided by Article 25, Section 7, and is placed on a furlough list, PASSHE will attempt to place the employee in a budgeted, available, uncommitted vacancy in a classification covered by the Agreement to which there are no seniority claims in the following manner:

a. Placement will be made to positions covered by this Agreement at member Universities and will be carried out in an order consistent with the bumping order outlined in Article 25, Section 7, provided the employee possesses the requisite skill and ability. If such placement is not possible, the employee will be placed in a position covered by this Agreement for which the employee qualifies, provided the pay range for the classification is equal to or lower than the pay range for the employee's classification at the time of furlough.

b. Geographic limitations for the application of this Section will be designated by the employee by completing a placement questionnaire. The employee may choose to be available for placement at specific Universities or may choose to be available for placement at all the Universities. The provisions of this Section will be implemented at the time the employee's completed placement questionnaires are received by the Office of the Chancellor, Labor Relations and will continue for six

months from the date of furlough. The provisions of this Section will not be implemented for employees who do not return a completed placement questionnaire.

c. Placement will be made in order of Bargaining Unit seniority; however, employees with an earlier furlough date will be placed in vacancies before employees with a later furlough date.

d. Employees will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Section cease. The furloughed employee shall retain recall rights as outlined in Article 25, Section 9.

e. Employees placed in vacancies in the same classification from which they were furloughed will lose recall rights as outlined by Article 25, Section 9. Those employees placed in a lower classification will retain their recall rights under Article 25, Section 9.

f. The provisions of this Section will apply to furloughs implemented on or after July 1, 1985.

g. If an employee accepts an offer of placement under this Section, any other placement rights to which the employee may be entitled under this Section cease. In addition, such employee shall complete an "Availability for Temporary Employment" questionnaire. If an employee indicates a desire not to be offered placement to temporary positions, no such offers will be made and placement rights to permanent positions will not be affected. However, if an employee indicates a desire to be offered a temporary position and refuses such an offer, the employee shall forfeit all placement rights.

Section 14. A regular or probationary employee whose position is either transferred to another University or reassigned to another location within a University shall not be furloughed or terminated as the result of such reassignment or transfer unless the employee refuses the position in its new location. If the employee accepts the transfer or reassignment, the employee shall retain seniority credits.

Section 15. Employees who are working a particular occupational specialty may exercise seniority preference to remain in such specialty except where University management determines a change in assignment will contribute toward overall patient care or the efficiency of the operation. Seniority for this purpose refers to service in the occupational specialty at the University.

Section 16. For the purpose of furlough only, the four Union Officers of Local #112 shall have super seniority.

Section 17. In the event of a furlough affecting employees who are now in the First-Level Supervisory Unit represented by the Union, such employees shall first bump laterally or downward into the classification occupied immediately prior to leaving this bargaining unit, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring, and provided that the employee has more Bargaining Unit seniority than the employee with the least amount of Bargaining Unit seniority in that classification and has the requisite skill and ability, and provided that the employee has not had a break in service as defined in Section 2 since leaving the bargaining unit. If a position cannot be obtained in this manner, the same procedure will be repeated for any other position previously held within the bargaining unit provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring. Bargaining Unit seniority previously earned shall accrue to the

employee upon return to the bargaining unit.

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

Section 18. Permanent part-time employees will have the right to use their seniority to bid and be selected for permanent full-time vacancies that occur in the same classification within the seniority unit.

Where it is determined that skill and ability are relatively equal among the permanent part-time bidding employees in the classification within the seniority unit, the vacancy shall be filled by the employee with the greatest Bargaining Unit seniority, subject to the exception of the necessity to comply with the provisions of applicable law and rules relating to PASSHE's Affirmative Action Program.

ARTICLE 26
UNIFORMS, CLOTHING AND EQUIPMENT

Section 1. The University shall provide any device, apparel or equipment necessary to protect employees from injury in accordance with the practice now prevailing. Where special tools are required for accomplishing work assignments, the University shall be responsible for supplying the same. Where the tools customarily used by an employee are now required to be supplied by an employee, such requirement shall continue; where such tools are presently supplied by the University, the practice shall continue. It is understood that the present practice under which the employees supply their own uniform, clothing and shoes shall continue in effect.

Section 2. In the event a patient 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 University shall reimburse the employee for the value of such clothing or personal property. In addition, where the employee demonstrates that items of clothing which were not being worn by the employee are destroyed by a patient, the University 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.

ARTICLE 27
NON-DISCRIMINATION

Both PASSHE and the Union agree not to discriminate against any employee on the basis of race, religious creed, color, ancestry, sex, marital status, age, sexual orientation, AIDS or HIV status, national origin, disability, Union membership or activities, the exercise of rights under the Public Employe Relations Act, or political affiliation.

ARTICLE 28
UNION BUSINESS

Section 1. Each University shall 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 University premises except as provided for in the processing of grievances.

Union members or representatives may be permitted to use suitable facilities on University premises to conduct Union business during non-work hours upon obtaining permission from the University Director of Human Resources or designated representative. Any additional cost 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 University premises if notification is given to the University Director of Human Resources or designated representative. If the Union representative is an employee of PASSHE, the employee shall request from the immediate supervisor reasonable time off from regular duties to process such grievances.

PASSHE will provide a reasonable number of employees with time off, if required, to attend negotiating meetings.

ARTICLE 29
SPECIAL AND PART-TIME EMPLOYEES

Section 1. Present practices relating to part-time and irregularly scheduled employees shall remain as is, except as modified in this Agreement and subject to the provisions of Article 37, Section 6.

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 the provisions of this Agreement except as provided herein.

ARTICLE 30
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 PASSHE shall:

a. Publicly disavow such action by the employees.

b. Advise PASSHE 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. PASSHE reserves the right to discipline, suspend, demote, or discharge any employee or employees who violate the provisions of Section 1 of this Article.

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

ARTICLE 31
TRAVEL EXPENSES

Section 1. Travel expenses shall be paid in accordance with PASSHE's existing Travel Expense Regulations. The mileage and subsistence allowances shall be the General Services Administration rates. 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 by the same amount effective the date of the General Services Administration change.

Section 2. Employees whose work assignments regularly require them to be 15 miles or more from their regular office worksite during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed $3.50, including sales tax.

ARTICLE 32
PERSONNEL RECORDS

There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information, is available for examination by the employee. Such examination shall be at the location where the personnel file is maintained and shall be conducted in the presence of the University Director of Human Resources 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. At the time that any adverse material is placed in the official personnel file, a copy will be sent to the employee.

ARTICLE 33
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. If any provisions of this Agreement are 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 PASSHE's Affirmative Action Program, and the Americans with Disabilities Act, the provisions of such orders, laws and implementing regulations shall prevail.

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

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

Section 2. Men are a small minority in professional nursing. Nothing in this Article shall have the effect of limiting, hindering, or discouraging the employment of men qualified as registered nurses into positions covered by this Agreement, or their assignment, upgrading or promotion from one position to another such position.

ARTICLE 34
GRIEVANCES AND ARBITRATION

Section 1. Where an employee has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Human Relations Commission or the Equal Employment Opportunity Commission, and that employee files a complaint with either of these Commissions and also initiates a grievance under the contract grievance procedure, the parties agree to suspend the processing of the grievance, except for a grievance involving the discharge or promotion of an employee, for the period during which the Commission complaint is being pursued by the employee. When the Commission renders a decision, the employee or the Union where applicable, shall have 12 working days from the date of the Commission decision to notify the University to reinstitute proceedings under the contract grievance procedure.

Section 2. Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP 1. The employee, either alone or accompanied by the Union representative, or the Union where entitled, shall present the grievance in writing to the University President or management designee with 12 working days of the date of its occurrence or knowledge of its occurrence.

The parties agree that the respective University management designee and a Union representative and/or the employee must meet, in order to attempt to resolve the grievance(s). At the Step 1 meeting, the parties will advise each other of all known relevant information on which that party will seek to rely in proving and/or supporting its respective position.

The Step 1 meeting will be scheduled and held within 25 working days after receipt of the grievance at a time mutually convenient to the University management designee, the Union representative and/or the employee. It is the intention of PASSHE and the Union that Step 1 meetings occur as soon as possible after a grievance is presented. However, this will not

prevent the establishment of a regular meeting day at the local level at which more than one grievance may be discussed. If the Step 1 meeting is not scheduled and held by the University management designee within the time period designed above, the Union or the employee may present the grievance to Step 2, unless an extension is agreed to be the Union representative and the University management designee.

The University management designee must provide a written record of the disposition of the grievance to the Union representative and/or the employee within 5 working days following the Step 1 meeting.

STEP 2. In the event the grievance has not been satisfactorily resolved at Step 1, written appeal may be made by the employee or Union representative to the Office of the Chancellor, Labor Relations within 12 working days after the Step 1 decision is due. The appeal shall contain a copy of the grievance and a copy of the Step 1 decision, if issued.

Prior to the issuance of a written response by the Office of the Chancellor, Labor Relations, representatives of the Office of the Chancellor, Labor Relations and OPEIU shall meet to discuss the grievance within 25 working days of receipt of the grievance by the Office of the Chancellor, Labor Relations. The parties will advise each other of the then known facts, and attempt to reach a binding resolution of the grievance. If the parties cannot reach a binding resolution of the grievance the Office of the Chancellor, Labor Relations, shall issue a decision in writing to the Union within 12 working days of the date of the grievance meeting unless the parties agree to an extension.

STEP 3. An appeal from an unfavorable decision at Step 2 may be initiated by the Union serving upon the Office of the Chancellor, Labor Relations a notice in writing of its intent to proceed to arbitration within 12 working days after the Step 2 decision is due. Said notice shall identify the provisions of the Agreement, the University, the employee involved, and shall include a copy of the grievance.

The arbitrator is to be selected by the parties jointly within 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 7 possible arbitrators.

The parties shall within 7 working days of the receipt of said list meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Office of the Chancellor shall strike the first name.

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

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

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

hearing or receipt of the transcript of the hearing.

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

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the costs of preparing and presenting its own case except where one of the parties of this Agreement requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. 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 at each step of the grievance procedure up to and including Step 2. Regardless of whether or not an employee wants Union representation, a Union representative will be given an opportunity to be present at the adjustment of the grievance and such adjustment will not be inconsistent with the terms of this Agreement.

The Union shall furnish the Office of the Chancellor, Labor Relations with the names and work locations of grievance representatives and shall notify the Office of the Chancellor, Labor Relations of any changes.

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

An aggrieved employee and Union representatives, if employees of PASSHE, 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.

Nothing in this Article shall interfere with the rights of individual employees or a group of employees to present grievances and to have them adjusted in accordance with the provisions of Section 606 of the Public Employe Relations Act.

The Union may present grievances concerning System-wide decisions directly to Step 2 within 12 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.

Section 4. The parties agree to meet and discuss at the request of either party concerning matters relating to the processing of grievances at any mutually agreed upon worksite.

Section 5. Step 3 of this grievance procedure shall not apply to grievances, which allege a violation of Article 23, Sections 1 or 3-Classification. Such grievances shall be processed in accordance with Section 2 of that Article.

ARTICLE 35
MANAGEMENT RIGHTS

Section 1. It is understood and agreed that PASSHE, 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 PASSHE, except as modified by this Agreement.

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

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

ARTICLE 36
CONSULTATION

Section 1. Committees of Union representatives may meet with representatives at the University or PASSHE level to resolve problems dealing with the implementation of this Agreement and to discuss other labor-management problems that may arise, either upon request or at regular intervals.

Section 2. Committees of Union representatives may meet with appropriate representatives at the University or PASSHE level, upon request or at regular intervals to meet and discuss on policy matters affecting wages, hours and terms and conditions of employment as well as the impact thereon. Nothing in this Section implies that PASSHE may not discuss problems and proposals dealing with patient care and health services with individuals or representatives of professional Unions. Nothing in this Section implies that PASSHE may not invite the participation of Union representatives in the patient care policy-making process.

Section 3. University management shall, at the request of the Union, meet and discuss on such matters as staff-patient ratios and scheduling.

Section 4. University management shall, at the request of the Local Union, establish a nurse practice committee. The purpose of this committee will be to meet and discuss over changes in nursing procedures in relation to the Nurse Practice Act.

ARTICLE 37
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. PASSHE and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employe Relations Act and constitutes the entire agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

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

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

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

Section 6. Employee benefits and working conditions now existing and not in conflict with the Agreement shall remain in effect subject, however, to the right of PASSHE to change these benefits or working conditions in the exercise of its management rights reserved to it under Article 35 of this Agreement.

Section 7. It is understood between the parties hereto that negotiations may be engaged in between the Union and the representatives of the Office of the Chancellor as to working conditions which are peculiar to a particular University; subject, however, to the provisions of this Agreement. The results of such negotiations shall become supplements to this Agreement.

Section 8. Employees shall be eligible for unemployment compensation benefits as provided by law.

Section 9. University management shall furnish an employee with a copy of a rule or directive which has been issued in writing by the University and which is applicable to the employee's work situation. This requirement applies only to specific rules or directives, which have been requested and does not require a University to furnish copies of manuals or compiled sets of rules to employees.

Section 10. Each University shall provide adequate eating and sanitary facilities at all permanent locations, which shall be properly heated and ventilated. For purposes of this Article, leased space shall not be considered a permanent location. In addition, a University shall provide adequate eating and sanitary facilities in all locations where the lease agreement is executed subsequent to the date of this Agreement.

Section 11. In the event the Public Employe Relations Act is amended during the term of this Agreement, the parties agree to negotiate concerning the amendments to determine whether or not this Agreement should be amended to incorporate changes permitted by the amendments to the Act. It is

clearly understood that if this Agreement is reopened for negotiations for this purpose, the provisions of Article 30, Peace and Stability, will remain in full force and effect.

Section 12. All letters of agreement between the Office of the Chancellor, Labor Relations and the Union shall remain in effect if applicable.

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

ARTICLE 38
WORKING ENVIRONMENT

Section 1. It shall be the duty of PASSHE to remedy all unsafe or unhealthy conditions within a reasonable time after notification by the Union of the existence of such condition.

ARTICLE 39
SAFETY AND HEALTH

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

Section 2. A health and safety committee will be established at each University. The committee shall include a representative(s) of the Union and the University management. The purpose of the committee shall be to investigate present or potential safety hazards and security problems and to make recommendations for corrective action. Unless otherwise agreed by the parties, the committees shall meet once each quarter unless a clear and present danger situation warrants a special meeting.

The committee shall establish its own operating procedures. However, Union representatives on the committee shall be given a reasonable amount of time during working hours to investigate safety and health hazards brought to the committee and to serve on this committee.

Section 3. University management agrees to inform the local Union when representatives of the Bureau of Occupational and Industrial Safety, Department of Labor and Industry, or other state or federal agencies involved in the establishment or enforcement of laws concerning or affecting the health and safety of employees working in state-owned or leased buildings are on the premises for an inspection. A designated Union steward or officer located on the premises shall be allowed to accompany such representatives on inspection tours of the work site to point out deficiencies, without loss of pay or leave time. In addition, when University management is aware of the presence of representatives of such regulatory agencies who are at the work site for the purpose of safety inspections, University management agrees to inform the local Union.

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

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

Section 6. Employees shall be provided with information on all communicable diseases and infestations to which they may have routine work place exposure. Information provided to employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper work place procedures, special precautions, and recommendations for immunization where appropriate. PASSHE and the Union agree to establish a committee within 60 days to formulate a policy on how to deal with persons who have a communicable disease or are suspected of having a communicable disease.

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

ARTICLE 40
PROFESSIONAL EDUCATION PROGRAM

Section 1. PASSHE and the Union recognize the need for a Professional Educational Program that can be made available on an equitable basis to all employees in this unit.

Section 2. a. In this Article, in-service training refers to that training conducted by PASSHE on PASSHE's premises to assist employees in acquiring the knowledge and skills to perform their duties as professional employees more effectively.

b. Out-service training may include workshops, conferences, correspondence courses and seminars which are conducted by professional, private, or public organizations and which are directly related to the employee's current job duties.

Section 3. a. In order to facilitate attendance of employees on an out-service training basis, PASSHE agrees to extend to each employee within the unit four educational leave days per contract year for attendance at out-service training approved by University management in accordance with Section 2.b above. An employee may use educational leave to complete an on-line class limited to the actual class time only. In addition, PASSHE agrees to reimburse each employee for the amount actually expended not to exceed $1,500 per contract year for the period July 1, 2016, through June 30, 2019, for out-service training within the Commonwealth of Pennsylvania or within 300 miles of the employee's worksite during each contract year. However, University management retains the right to deny requests for out-service training if equivalent programs are offered at a location closer to the employee's worksite. Employees may request a waiver of the 300-mile limit in order to attend out service training. Waivers of the 300-mile limit may be granted at the sole discretion of University management. Reimbursement for expenses under this Article shall be in accordance with the State System's Travel Expenses Regulations (Management Directive 230.10, as adopted by PASSHE).

b. Employees who attend out-service training where lunch is not provided as a part of the registration fee will be reimbursed for out-of-pocket lunch expenses not to exceed $10.00, including sales tax upon presentation of a receipt.

c. The amount of money reimbursed for lunch expenses will be charged against aggregate amount of money extended to each employee for out-service training.

d. Requests to use educational leave must be submitted to University management at least 30 calendar days in advance of the date(s) requested, or as soon as practicable, and should indicate the type of training and the dates of attendance. University management will respond within ten work days (defined as Monday through Friday, exclusive of holidays) to requests for out-service training. If an employee does not receive a response within the time limits set forth herein, the employee may submit a complaint in accordance with the procedure outlined in Section 9 of this Article.

e. University management will consider such requests in accordance with Section 2b, above, and subject to operational requirements. Should more requests be received than can be granted, approvals will be made within the seniority unit based on bargaining unit seniority. However, once a request has been approved by University management, it will not be rescinded on the basis of a subsequent request by a more senior employee.

f. Any such training or education which is being conducted by the Union must be conducted at separate conferences and in such a manner that it is fully and completely separated from the collective bargaining program of the Union.

g. An employee may carry over up to two days of unused educational leave from one contract year to the next contract year provided that any such carried over leave is used in the contract year to which it is carried.

Section 4. Full-time employees shall be eligible for tuition reimbursement up to a maximum of $1,500 per contract year for the period July 1, 2016, to June 30, 2019, after successful completion of accredited academic undergraduate or graduate courses which would enable professional employees to maintain or improve skills required in performing their current job duties, or, in the case of employees who are enrolled in a degree program, which are necessary for completion of a degree in nursing or a related health-care field.

Educational leave as outlined in Section 3 above may be used by an employee in hourly increments (to a total of 30 hours or 32 hours) each year to allow an employee's attendance at a college course for which tuition reimbursement has been approved. The use of educational leave for this purpose is subject to University management's ability to maintain efficient operations and provided that an alternate work schedule could not be arranged.

Section 5. Reimbursement under Section 4 above will be made for courses which are approved in advance by University management and will be in accordance with procedures established through the Directives Management System, as adopted by the Pennsylvania State System of Higher Education and the University involved. University management will respond to requests for approval of courses at the local level within five working days and at PASSHE level within ten working days.

Section 6. Reimbursement will be contingent upon successful completion of the course (attainment of a grade of "C" or better). Employees who terminate employment before the end of a course will not be eligible for reimbursement.

Section 7. Part-time employees who have a Time Work Code of at least .5 FTE shall be eligible for educational leave and out-service training in accordance with Section 3 above and tuition reimbursement as provided in Section 4 above on a pro rata basis.

Section 8. Employees who use continuing education, and/or tuition reimbursement benefits and/or out-service training in the same contract year shall be subject to a combined use limitation of $3,000 in contract years 2016-19. However, the amounts used for continuing education shall not exceed the amounts set forth in Section 3 of this Article.

Section 9. An employee who does not receive a response within the time limits set forth above or who is denied benefits under Section 3, Section 4, or Section 8 and believes that such denial is unfair or arbitrary or otherwise contrary to the intent of this Article shall immediately report the incident to the Union. The Union will report the complaint to the appropriate University and to the Office of the Chancellor, Labor Relations. University management, within five working days, will investigate and respond to the complaint and take corrective action if warranted. This procedure will be in lieu of recourse to the grievance procedure. General problems in administration of this Article will be subject to meet and discuss at the appropriate University level.

Section 10. Requests for out-service training which have been denied for failure to meet the criterion established in Section 2.b of this Article shall, at the request of the Union, be reviewed by a joint committee. The committee shall consist of one member to be appointed by the Union, one member to be appointed by the Office of the Chancellor, Labor Relations and the University Labor Relations Coordinator or designee.

The committee will review the subject matter of the training and the reasons for denial to determine whether, in its opinion, the request should have been approved or disapproved. The committee will issue an advisory opinion to the University, which will be taken into consideration in the review of the instant request or similar future requests.

Section 11. Leave and expense benefits referred to in this Article are a part of what is provided in Management Directive 535.3, Out-Service Training, as adopted by PASSHE and are not intended to add to or to limit what is stated in that directive.

Section 12. Should at any time during the life of this Agreement, the State Board of Nursing attach mandatory continuing education requirements to Registered Nurse or Certified Registered Nurse Practitioner, PASSHE agrees to open Section 3 of this Article for discussion.

Section 13. PASSHE and the Union recognize the need for in-service educational programs for unit employees and the need for expansion and improvement in many existing programs. Where programs are implemented, improved or expanded, University management will meet and discuss with the Union on the quantity, quality and subject matter.

Section 14. Nothing in this Article shall prevent University management and the Union from developing and conducting accredited continuing education programs for employees at the University, nor shall anything in this Article prevent such employees from voluntarily using reimbursement available to them under Section 3 to fund such program(s).

Section 15. Upon request, PASSHE agrees to provide the Union a semi-annual report regarding employee's utilizations of the leave and expense reimbursement benefits provided in this Article.

Section 16. The costs associated with Certified Registered Nurse Practitioners (CRNP's) taking continuing education credits for purposes of obtaining prescriptive authority shall be as specified below:

a. Each University has the option of assigning prescriptive and/or dispensing of medicine duties to any or all CRNP's in accordance with the regulations adopted in November 2000 by the Pennsylvania State Boards of Medicine and Nursing.

b. CRNP's who are assigned such duties and who are required by the above-cited regulations to obtain continuing education credits in pharmacology for purposes of certification will be eligible to request out-service training for this purpose in accordance with Management Directive 535.3, "Out Service Training," as adopted by the Pennsylvania State System of Higher Education. The amount authorized shall not exceed $2,000 per contract year, including registration fees, tuition, travel, subsistence, lodging, and other related fees, and will not be charged to professional education funds provided for in this Article.

ARTICLE 41
SUCCESSORS

In the event PASSHE sells, divests, leases, transfers or assigns any of its facilities or any part thereof to other political subdivisions, or to public or private corporations or persons, and such sale, divestiture, lease, transfer or assignment would result in the layoff, furlough or termination of employees covered by this bargaining agreement, PASSHE shall attempt in good faith to arrange for the placement of such employees with the successor employer. PASSHE shall notify the Union in writing at least 30 days in advance of any such sale, divestiture, lease, transfer or assignment.

For informational purposes, PASSHE shall notify the new employer of the existence of this Agreement, and shall notify the successor employer that the Union is the certified bargaining representative of employees covered by this Agreement.

ARTICLE 42
CONTRACTING OUT OF BARGAINING UNIT WORK

Section 1. Prior to contracting out bargaining unit work performed as July 1, 2000, the University shall notify in writing the local campus representative. A copy shall also be sent to the Union Representative.

a. Such written notice shall state the length, purpose, rationale, and estimated cost of the intended contract.

b. For contracts in excess of $10,000, the Union shall be allotted thirty (30) calendar days from the date of notice in 1.a above, in which to comment and/or meet and discuss with University management. If the Union requests a meet and discuss for the purpose of exploring alternatives to the proposed contract, the University shall consider such alternatives but retains the right to implement the proposed contract.

Section 2. The University agrees not to contract out bargaining unit work as defined in Section 1 above, which would result in the layoff or downgrading of an employee except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service.

Section 3. This Article will not be construed so as to prevent non-bargaining unit 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 PASSHE or maintain the University's standard of service.

Section 4. PASSHE 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 the issues of contracting out and transfer of bargaining unit work.

ARTICLE 43
FAMILY CARE LEAVE

Section 1. After completing one year of service, permanent employees shall be granted, upon written request, up to 12 weeks of leave without pay in a calendar year for the purpose of attending to the medical needs of a spouse, parent, son or daughter or other person qualifying as a dependent.

Leave for this purpose may be taken one day at a time, if necessary. Leave shall be approved for less than one day at a time when medically necessary due to a serious health condition as defined in the Family and Medical Leave Act of 1993.

Documentation of the need for Family Care Leave shall be required.

Section 2. PASSHE paid coverage for life insurance and for hospital, medical, surgical, and major medical health coverage, as provided in Articles 20 and 21 will continue for the period of time the employee is on family care leave under Section 1 of this Article.

Section 3. It is understood that the 12-week entitlement under Section 1 above may not be extended.

Section 4. Employees will not be required to use accumulated annual and/or personal leave prior to taking family care leave without pay.

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.

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

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

(a) under 18 years of age; or

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

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. 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 44
LEAVE DONATION PROGRAM

Section 1. Effective July 1, 2008, PASSHE implemented and administers 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 leave calendar year. The leave is to be used for the recipient's own catastrophic or severe injury or illness or for the catastrophic or severe injury or illness of a family member, consistent with policy for the use of additional sick family leave.

Section 2. Recipients

a. Recipients must be permanent employees in bargaining units that have agreed to participate in this program.

b. Family member is defined as a husband, wife, child, stepchild, or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria.

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

d. 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 consecutive leave calendar years. 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 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.

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

ARTICLE 45
TERMINATION

This Agreement shall be effective July 1, 2016, 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 June 30, 2019. 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 Employe 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 DATE.

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION

Cynthia D. Shapira
Chair
Board of Governors

Frank T. Brogan
Chancellor

William J. Helzlsouer
Chief Negotiator

Bretni E. Lentz
Negotiator

David L. Lovett
Negotiator

Melanie A. DeSantis
Negotiator

OPEIU HEALTHCARE PENNSYLVANIA

Michael Bodinsky
Executive Director

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Appendix A

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 75 HOUR PAY SCHEDULE
EFFECTIVE July 1, 2016

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	HOURLY	19.22	21.92	25.02	28.56
	REGULAR BIWEEKLY	1,441.50	1,644.00	1,876.50	2,142.00
	REGULAR ANNUAL	37,594	42,876	48,939	55,863
2	HOURLY	19.62	22.41	25.58	29.19
	REGULAR BIWEEKLY	1,471.50	1,680.75	1,918.50	2,189.25
	REGULAR ANNUAL	38,377	43,834	50,034	57,096
3	HOURLY	20.05	22.90	26.17	29.84
	REGULAR BIWEEKLY	1,503.75	1,717.50	1,962.75	2,238.00
	REGULAR ANNUAL	39,218	44,792	51,189	58,367
4	HOURLY	20.52	23.44	26.77	30.51
	REGULAR BIWEEKLY	1,539.00	1,758.00	2,007.75	2,288.25
	REGULAR ANNUAL	40,137	45,849	52,362	59,678
5	HOURLY	20.96	23.94	27.34	31.20
	REGULAR BIWEEKLY	1,572.00	1,795.50	2,050.50	2,340.00
	REGULAR ANNUAL	40,998	46,827	53,477	61,027
6	HOURLY	21.44	24.49	27.97	31.89
	REGULAR BIWEEKLY	1,608.00	1,836.75	2,097.75	2,391.75
	REGULAR ANNUAL	41,937	47,902	54,709	62,377
7	HOURLY	21.92	25.02	28.56	32.60
	REGULAR BIWEEKLY	1,644.00	1,876.50	2,142.00	2,445.00
	REGULAR ANNUAL	42,876	48,939	55,863	63,766
8	HOURLY	22.41	25.58	29.19	33.33
	REGULAR BIWEEKLY	1,680.75	1,918.50	2,189.25	2,499.75
	REGULAR ANNUAL	43,834	50,034	57,096	65,193
9	HOURLY	22.90	26.17	29.84	34.08
	REGULAR BIWEEKLY	1,717.50	1,962.75	2,238.00	2,556.00
	REGULAR ANNUAL	44,792	51,189	58,367	66,660
10	HOURLY	23.44	26.77	30.51	34.83
	REGULAR BIWEEKLY	1,758.00	2,007.75	2,288.25	2,612.25
	REGULAR ANNUAL	45,849	52,362	59,678	68,127

Appendix A

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 75 HOUR PAY SCHEDULE
EFFECTIVE July 1, 2016

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
11	HOURLY	23.94	27.34	31.20	35.61
	REGULAR BIWEEKLY	1,795.50	2,050.50	2,340.00	2,670.75
	REGULAR ANNUAL	46,827	53,477	61,027	69,653
12	HOURLY	24.49	27.97	31.89	36.40
	REGULAR BIWEEKLY	1,836.75	2,097.75	2,391.75	2,730.00
	REGULAR ANNUAL	47,902	54,709	62,377	71,198
13	HOURLY	25.02	28.56	32.60	37.19
	REGULAR BIWEEKLY	1,876.50	2,142.00	2,445.00	2,789.25
	REGULAR ANNUAL	48,939	55,863	63,766	72,744
14	HOURLY	25.58	29.19	33.33	38.03
	REGULAR BIWEEKLY	1,918.50	2,189.25	2,499.75	2,852.25
	REGULAR ANNUAL	50,034	57,096	65,193	74,387
15	HOURLY	26.17	29.84	34.08	38.90
	REGULAR BIWEEKLY	1,962.75	2,238.00	2,556.00	2,917.50
	REGULAR ANNUAL	51,189	58,367	66,660	76,088
16	HOURLY	26.77	30.51	34.83	39.73
	REGULAR BIWEEKLY	2,007.75	2,288.25	2,612.25	2,979.75
	REGULAR ANNUAL	52,362	59,678	68,127	77,712
17	HOURLY	27.34	31.20	35.61	40.65
	REGULAR BIWEEKLY	2,050.50	2,340.00	2,670.75	3,048.75
	REGULAR ANNUAL	53,477	61,027	69,653	79,511
18	HOURLY	27.97	31.89	36.40	41.54
	REGULAR BIWEEKLY	2,097.75	2,391.75	2,730.00	3,115.50
	REGULAR ANNUAL	54,709	62,377	71,198	81,252
19	HOURLY	28.56	32.60	37.19	42.45
	REGULAR BIWEEKLY	2,142.00	2,445.00	2,789.25	3,183.75
	REGULAR ANNUAL	55,863	63,766	72,744	83,032
20	HOURLY	29.19	33.33	38.03	43.43
	REGULAR BIWEEKLY	2,189.25	2,499.75	2,852.25	3,257.25
	REGULAR ANNUAL	57,096	65,193	74,387	84,949

Appendix A

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 80 HOUR PAY SCHEDULE
EFFECTIVE July 1, 2016

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	HOURLY	19.22	21.92	25.02	28.56
	REGULAR BIWEEKLY	1,537.60	1,753.60	2,001.60	2,284.80
	REGULAR ANNUAL	40,101	45,734	52,202	59,588
2	HOURLY	19.62	22.41	25.58	29.19
	REGULAR BIWEEKLY	1,569.60	1,792.80	2,046.40	2,335.20
	REGULAR ANNUAL	40,935	46,756	53,370	60,902
3	HOURLY	20.05	22.90	26.17	29.84
	REGULAR BIWEEKLY	1,604.00	1,832.00	2,093.60	2,387.20
	REGULAR ANNUAL	41,832	47,779	54,601	62,258
4	HOURLY	20.52	23.44	26.77	30.51
	REGULAR BIWEEKLY	1,641.60	1,875.20	2,141.60	2,440.80
	REGULAR ANNUAL	42,813	48,905	55,853	63,656
5	HOURLY	20.96	23.94	27.34	31.20
	REGULAR BIWEEKLY	1,676.80	1,915.20	2,187.20	2,496.00
	REGULAR ANNUAL	43,731	49,948	57,042	65,096
6	HOURLY	21.44	24.49	27.97	31.89
	REGULAR BIWEEKLY	1,715.20	1,959.20	2,237.60	2,551.20
	REGULAR ANNUAL	44,732	51,096	58,357	66,535
7	HOURLY	21.92	25.02	28.56	32.60
	REGULAR BIWEEKLY	1,753.60	2,001.60	2,284.80	2,608.00
	REGULAR ANNUAL	45,734	52,202	59,588	68,017
8	HOURLY	22.41	25.58	29.19	33.33
	REGULAR BIWEEKLY	1,792.80	2,046.40	2,335.20	2,666.40
	REGULAR ANNUAL	46,756	53,370	60,902	69,540
9	HOURLY	22.90	26.17	29.84	34.08
	REGULAR BIWEEKLY	1,832.00	2,093.60	2,387.20	2,726.40
	REGULAR ANNUAL	47,779	54,601	62,258	71,105
10	HOURLY	23.44	26.77	30.51	34.83
	REGULAR BIWEEKLY	1,875.20	2,141.60	2,440.80	2,786.40
	REGULAR ANNUAL	48,905	55,853	63,656	72,669

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PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 80 HOUR PAY SCHEDULE
EFFECTIVE July 1, 2016

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
11	HOURLY	23.94	27.34	31.20	35.61
	REGULAR BIWEEKLY	1,915.20	2,187.20	2,496.00	2,848.80
	REGULAR ANNUAL	49,948	57,042	65,096	74,297
12	HOURLY	24.49	27.97	31.89	36.40
	REGULAR BIWEEKLY	1,959.20	2,237.60	2,551.20	2,912.00
	REGULAR ANNUAL	51,096	58,357	66,535	75,945
13	HOURLY	25.02	28.56	32.60	37.19
	REGULAR BIWEEKLY	2,001.60	2,284.80	2,608.00	2,975.20
	REGULAR ANNUAL	52,202	59,588	68,017	77,593
14	HOURLY	25.58	29.19	33.33	38.03
	REGULAR BIWEEKLY	2,046.40	2,335.20	2,666.40	3,042.40
	REGULAR ANNUAL	53,370	60,902	69,540	79,346
15	HOURLY	26.17	29.84	34.08	38.90
	REGULAR BIWEEKLY	2,093.60	2,387.20	2,726.40	3,112.00
	REGULAR ANNUAL	54,601	62,258	71,105	81,161
16	HOURLY	26.77	30.51	34.83	39.73
	REGULAR BIWEEKLY	2,141.60	2,440.80	2,786.40	3,178.40
	REGULAR ANNUAL	55,853	63,656	72,669	82,893
17	HOURLY	27.34	31.20	35.61	40.65
	REGULAR BIWEEKLY	2,187.20	2,496.00	2,848.80	3,252.00
	REGULAR ANNUAL	57,042	65,096	74,297	84,812
18	HOURLY	27.97	31.89	36.40	41.54
	REGULAR BIWEEKLY	2,237.60	2,551.20	2,912.00	3,323.20
	REGULAR ANNUAL	58,357	66,535	75,945	86,669
19	HOURLY	28.56	32.60	37.19	42.45
	REGULAR BIWEEKLY	2,284.80	2,608.00	2,975.20	3,396.00
	REGULAR ANNUAL	59,588	68,017	77,593	88,568
20	HOURLY	29.19	33.33	38.03	43.43
	REGULAR BIWEEKLY	2,335.20	2,666.40	3,042.40	3,474.40
	REGULAR ANNUAL	60,902	69,540	79,346	90,612

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PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 75 HOUR PAY SCHEDULE
EFFECTIVE October 1, 2016

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	HOURLY	19.89	22.69	25.90	29.56
	REGULAR BIWEEKLY	1,491.95	1,701.54	1,942.18	2,216.97
	REGULAR ANNUAL	38,910	44,376	50,652	57,819
2	HOURLY	20.31	23.19	26.48	30.21
	REGULAR BIWEEKLY	1,523.00	1,739.58	1,985.65	2,265.87
	REGULAR ANNUAL	39,720	45,368	51,786	59,094
3	HOURLY	20.75	23.70	27.09	30.88
	REGULAR BIWEEKLY	1,556.38	1,777.61	2,031.45	2,316.33
	REGULAR ANNUAL	40,590	46,360	52,980	60,410
4	HOURLY	21.24	24.26	27.71	31.58
	REGULAR BIWEEKLY	1,592.87	1,819.53	2,078.02	2,368.34
	REGULAR ANNUAL	41,542	47,453	54,195	61,766
5	HOURLY	21.69	24.78	28.30	32.29
	REGULAR BIWEEKLY	1,627.02	1,858.34	2,122.27	2,421.90
	REGULAR ANNUAL	42,433	48,466	55,349	63,163
6	HOURLY	22.19	25.35	28.95	33.01
	REGULAR BIWEEKLY	1,664.28	1,901.04	2,171.17	2,475.46
	REGULAR ANNUAL	43,404	49,579	56,624	64,560
7	HOURLY	22.69	25.90	29.56	33.74
	REGULAR BIWEEKLY	1,701.54	1,942.18	2,216.97	2,530.58
	REGULAR ANNUAL	44,376	50,652	57,819	65,997
8	HOURLY	23.19	26.48	30.21	34.50
	REGULAR BIWEEKLY	1,739.58	1,985.65	2,265.87	2,587.24
	REGULAR ANNUAL	45,368	51,786	59,094	67,475
9	HOURLY	23.70	27.09	30.88	35.27
	REGULAR BIWEEKLY	1,777.61	2,031.45	2,316.33	2,645.46
	REGULAR ANNUAL	46,360	52,980	60,410	68,994
10	HOURLY	24.26	27.71	31.58	36.05
	REGULAR BIWEEKLY	1,819.53	2,078.02	2,368.34	2,703.68
	REGULAR ANNUAL	47,453	54,195	61,766	70,512

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PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 75 HOUR PAY SCHEDULE
EFFECTIVE October 1, 2016

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
11	HOURLY	24.78	28.30	32.29	36.86
	REGULAR BIWEEKLY	1,858.34	2,122.27	2,421.90	2,764.23
	REGULAR ANNUAL	48,466	55,349	63,163	72,091
12	HOURLY	25.35	28.95	33.01	37.67
	REGULAR BIWEEKLY	1,901.04	2,171.17	2,475.46	2,825.55
	REGULAR ANNUAL	49,579	56,624	64,560	73,690
13	HOURLY	25.90	29.56	33.74	38.49
	REGULAR BIWEEKLY	1,942.18	2,216.97	2,530.58	2,886.87
	REGULAR ANNUAL	50,652	57,819	65,997	75,290
14	HOURLY	26.48	30.21	34.50	39.36
	REGULAR BIWEEKLY	1,985.65	2,265.87	2,587.24	2,952.08
	REGULAR ANNUAL	51,786	59,094	67,475	76,990
15	HOURLY	27.09	30.88	35.27	40.26
	REGULAR BIWEEKLY	2,031.45	2,316.33	2,645.46	3,019.61
	REGULAR ANNUAL	52,980	60,410	68,994	78,751
16	HOURLY	27.71	31.58	36.05	41.12
	REGULAR BIWEEKLY	2,078.02	2,368.34	2,703.68	3,084.04
	REGULAR ANNUAL	54,195	61,766	70,512	80,432
17	HOURLY	28.29	32.29	36.85	42.07
	REGULAR BIWEEKLY	2,122.27	2,421.90	2,764.23	3,155.46
	REGULAR ANNUAL	55,349	63,163	72,091	82,294
18	HOURLY	28.95	33.01	37.67	42.99
	REGULAR BIWEEKLY	2,171.17	2,475.46	2,825.55	3,224.54
	REGULAR ANNUAL	56,624	64,560	73,690	84,096
19	HOURLY	29.56	33.74	38.49	43.93
	REGULAR BIWEEKLY	2,216.97	2,530.58	2,886.87	3,295.18
	REGULAR ANNUAL	57,819	65,997	75,290	85,938
20	HOURLY	30.21	34.50	39.36	44.95
	REGULAR BIWEEKLY	2,265.87	2,587.24	2,952.08	3,371.25
	REGULAR ANNUAL	59,094	67,475	76,990	87,922

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PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 80 HOUR PAY SCHEDULE
EFFECTIVE October 1, 2016

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	HOURLY	19.89	22.69	25.90	29.56
	REGULAR BIWEEKLY	1,591.42	1,814.98	2,071.66	2,364.77
	REGULAR ANNUAL	41,504	47,335	54,029	61,673
2	HOURLY	20.31	23.19	26.48	30.21
	REGULAR BIWEEKLY	1,624.54	1,855.55	2,118.02	2,416.93
	REGULAR ANNUAL	42,368	48,393	55,238	63,034
3	HOURLY	20.75	23.70	27.09	30.88
	REGULAR BIWEEKLY	1,660.14	1,896.12	2,166.88	2,470.75
	REGULAR ANNUAL	43,296	49,451	56,512	64,437
4	HOURLY	21.24	24.26	27.71	31.58
	REGULAR BIWEEKLY	1,699.06	1,940.83	2,216.56	2,526.23
	REGULAR ANNUAL	44,311	50,617	57,808	65,884
5	HOURLY	21.69	24.78	28.30	32.29
	REGULAR BIWEEKLY	1,735.49	1,982.23	2,263.75	2,583.36
	REGULAR ANNUAL	45,262	51,697	59,039	67,374
6	HOURLY	22.19	25.35	28.95	33.01
	REGULAR BIWEEKLY	1,775.23	2,027.77	2,315.92	2,640.49
	REGULAR ANNUAL	46,298	52,884	60,399	68,864
7	HOURLY	22.69	25.90	29.56	33.74
	REGULAR BIWEEKLY	1,814.98	2,071.66	2,364.77	2,699.28
	REGULAR ANNUAL	47,335	54,029	61,673	70,397
8	HOURLY	23.19	26.48	30.21	34.50
	REGULAR BIWEEKLY	1,855.55	2,118.02	2,416.93	2,759.72
	REGULAR ANNUAL	48,393	55,238	63,034	71,974
9	HOURLY	23.70	27.09	30.88	35.27
	REGULAR BIWEEKLY	1,896.12	2,166.88	2,470.75	2,821.82
	REGULAR ANNUAL	49,451	56,512	64,437	73,593
10	HOURLY	24.26	27.71	31.58	36.05
	REGULAR BIWEEKLY	1,940.83	2,216.56	2,526.23	2,883.92
	REGULAR ANNUAL	50,617	57,808	65,884	75,213

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PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 80 HOUR PAY SCHEDULE
EFFECTIVE October 1, 2016

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
11	HOURLY	24.78	28.30	32.29	36.86
	REGULAR BIWEEKLY	1,982.23	2,263.75	2,583.36	2,948.51
	REGULAR ANNUAL	51,697	59,039	67,374	76,897
12	HOURLY	25.35	28.95	33.01	37.67
	REGULAR BIWEEKLY	2,027.77	2,315.92	2,640.49	3,013.92
	REGULAR ANNUAL	52,884	60,399	68,864	78,603
13	HOURLY	25.90	29.56	33.74	38.49
	REGULAR BIWEEKLY	2,071.66	2,364.77	2,699.28	3,079.33
	REGULAR ANNUAL	54,029	61,673	70,397	80,309
14	HOURLY	26.48	30.21	34.50	39.36
	REGULAR BIWEEKLY	2,118.02	2,416.93	2,759.72	3,148.88
	REGULAR ANNUAL	55,238	63,034	71,974	82,123
15	HOURLY	27.09	30.88	35.27	40.26
	REGULAR BIWEEKLY	2,166.88	2,470.75	2,821.82	3,220.92
	REGULAR ANNUAL	56,512	64,437	73,593	84,002
16	HOURLY	27.71	31.58	36.05	41.12
	REGULAR BIWEEKLY	2,216.56	2,526.23	2,883.92	3,289.64
	REGULAR ANNUAL	57,808	65,884	75,213	85,794
17	HOURLY	28.30	32.29	36.86	42.07
	REGULAR BIWEEKLY	2,263.75	2,583.36	2,948.51	3,365.82
	REGULAR ANNUAL	59,039	67,374	76,897	87,781
18	HOURLY	28.95	33.01	37.67	42.99
	REGULAR BIWEEKLY	2,315.92	2,640.49	3,013.92	3,439.51
	REGULAR ANNUAL	60,399	68,864	78,603	89,702
19	HOURLY	29.56	33.74	38.49	43.94
	REGULAR BIWEEKLY	2,364.77	2,699.28	3,079.33	3,514.86
	REGULAR ANNUAL	61,673	70,397	80,309	91,668
20	HOURLY	30.21	34.50	39.36	44.95
	REGULAR BIWEEKLY	2,416.93	2,759.72	3,148.88	3,596.00
	REGULAR ANNUAL	63,034	71,974	82,123	93,784

Appendix C

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 75 HOUR PAY SCHEDULE
EFFECTIVE July 8, 2017

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	HOURLY	20.29	23.14	26.41	30.15
	REGULAR BIWEEKLY	1,521.79	1,735.57	1,981.02	2,261.31
	REGULAR ANNUAL	39,688	45,264	51,665	58,975
2	HOURLY	20.71	23.66	27.00	30.82
	REGULAR BIWEEKLY	1,553.46	1,774.37	2,025.36	2,311.19
	REGULAR ANNUAL	40,514	46,276	52,821	60,276
3	HOURLY	21.17	24.18	27.63	31.50
	REGULAR BIWEEKLY	1,587.51	1,813.16	2,072.08	2,362.66
	REGULAR ANNUAL	41,402	47,287	54,040	61,618
4	HOURLY	21.66	24.75	28.26	32.21
	REGULAR BIWEEKLY	1,624.72	1,855.92	2,119.58	2,415.71
	REGULAR ANNUAL	42,373	48,402	55,279	63,002
5	HOURLY	22.13	25.27	28.86	32.94
	REGULAR BIWEEKLY	1,659.56	1,895.51	2,164.71	2,470.34
	REGULAR ANNUAL	43,281	49,435	56,456	64,426
6	HOURLY	22.63	25.85	29.53	33.67
	REGULAR BIWEEKLY	1,697.57	1,939.06	2,214.59	2,524.97
	REGULAR ANNUAL	44,273	50,571	57,757	65,851
7	HOURLY	23.14	26.41	30.15	34.42
	REGULAR BIWEEKLY	1,735.57	1,981.02	2,261.31	2,581.19
	REGULAR ANNUAL	45,264	51,665	58,975	67,317
8	HOURLY	23.66	27.00	30.82	35.19
	REGULAR BIWEEKLY	1,774.37	2,025.36	2,311.19	2,638.99
	REGULAR ANNUAL	46,276	52,821	60,276	68,825
9	HOURLY	24.18	27.63	31.50	35.98
	REGULAR BIWEEKLY	1,813.16	2,072.08	2,362.66	2,698.37
	REGULAR ANNUAL	47,287	54,040	61,618	70,373
10	HOURLY	24.75	28.26	32.21	36.77
	REGULAR BIWEEKLY	1,855.92	2,119.58	2,415.71	2,757.75
	REGULAR ANNUAL	48,402	55,279	63,002	71,922

Appendix C

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 75 HOUR PAY SCHEDULE
EFFECTIVE July 8, 2017

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
11	HOURLY	25.27	28.86	32.94	37.59
	REGULAR BIWEEKLY	1,895.51	2,164.71	2,470.34	2,819.51
	REGULAR ANNUAL	49,435	56,456	64,426	73,533
12	HOURLY	25.85	29.53	33.67	38.43
	REGULAR BIWEEKLY	1,939.06	2,214.59	2,524.97	2,882.06
	REGULAR ANNUAL	50,571	57,757	65,851	75,164
13	HOURLY	26.41	30.15	34.42	39.26
	REGULAR BIWEEKLY	1,981.02	2,261.31	2,581.19	2,944.61
	REGULAR ANNUAL	51,665	58,975	67,317	76,795
14	HOURLY	27.00	30.82	35.19	40.15
	REGULAR BIWEEKLY	2,025.36	2,311.19	2,638.99	3,011.12
	REGULAR ANNUAL	52,821	60,276	68,825	78,530
15	HOURLY	27.63	31.50	35.98	41.07
	REGULAR BIWEEKLY	2,072.08	2,362.66	2,698.37	3,080.00
	REGULAR ANNUAL	54,040	61,618	70,373	80,327
16	HOURLY	28.26	32.21	36.77	41.94
	REGULAR BIWEEKLY	2,119.58	2,415.71	2,757.75	3,145.72
	REGULAR ANNUAL	55,279	63,002	71,922	82,040
17	HOURLY	28.86	32.94	37.59	42.91
	REGULAR BIWEEKLY	2,164.71	2,470.34	2,819.51	3,218.57
	REGULAR ANNUAL	56,456	64,426	73,533	83,940
18	HOURLY	29.53	33.67	38.43	43.85
	REGULAR BIWEEKLY	2,214.59	2,524.97	2,882.06	3,289.03
	REGULAR ANNUAL	57,757	65,851	75,164	85,778
19	HOURLY	30.15	34.42	39.26	44.81
	REGULAR BIWEEKLY	2,261.31	2,581.19	2,944.61	3,361.08
	REGULAR ANNUAL	58,975	67,317	76,795	87,657
20	HOURLY	30.82	35.19	40.15	45.85
	REGULAR BIWEEKLY	2,311.19	2,638.99	3,011.12	3,438.68
	REGULAR ANNUAL	60,276	68,825	78,530	89,681

Appendix C

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 80 HOUR PAY SCHEDULE
EFFECTIVE July 8, 2017

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	HOURLY	20.29	23.14	26.41	30.15
	REGULAR BIWEEKLY	1,623.24	1,851.28	2,113.09	2,412.06
	REGULAR ANNUAL	42,334	48,281	55,109	62,907
2	HOURLY	20.71	23.66	27.00	30.82
	REGULAR BIWEEKLY	1,657.03	1,892.66	2,160.38	2,465.27
	REGULAR ANNUAL	43,215	49,361	56,343	64,294
3	HOURLY	21.17	24.18	27.63	31.50
	REGULAR BIWEEKLY	1,693.34	1,934.04	2,210.21	2,520.17
	REGULAR ANNUAL	44,162	50,440	57,642	65,726
4	HOURLY	21.66	24.75	28.26	32.21
	REGULAR BIWEEKLY	1,733.04	1,979.65	2,260.89	2,576.75
	REGULAR ANNUAL	45,198	51,629	58,964	67,202
5	HOURLY	22.13	25.27	28.86	32.94
	REGULAR BIWEEKLY	1,770.20	2,021.88	2,309.03	2,635.03
	REGULAR ANNUAL	46,167	52,731	60,219	68,722
6	HOURLY	22.63	25.85	29.53	33.67
	REGULAR BIWEEKLY	1,810.74	2,068.33	2,362.23	2,693.30
	REGULAR ANNUAL	47,224	53,942	61,607	70,241
7	HOURLY	23.14	26.41	30.15	34.42
	REGULAR BIWEEKLY	1,851.28	2,113.09	2,412.06	2,753.27
	REGULAR ANNUAL	48,281	55,109	62,907	71,805
8	HOURLY	23.66	27.00	30.82	35.19
	REGULAR BIWEEKLY	1,892.66	2,160.38	2,465.27	2,814.92
	REGULAR ANNUAL	49,361	56,343	64,294	73,413
9	HOURLY	24.18	27.63	31.50	35.98
	REGULAR BIWEEKLY	1,934.04	2,210.21	2,520.17	2,878.26
	REGULAR ANNUAL	50,440	57,642	65,726	75,065
10	HOURLY	24.75	28.26	32.21	36.77
	REGULAR BIWEEKLY	1,979.65	2,260.89	2,576.75	2,941.60
	REGULAR ANNUAL	51,629	58,964	67,202	76,717

Appendix C

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 80 HOUR PAY SCHEDULE
EFFECTIVE July 8, 2017

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
11	HOURLY	25.27	28.86	32.94	37.59
	REGULAR BIWEEKLY	2,021.88	2,309.03	2,635.03	3,007.48
	REGULAR ANNUAL	52,731	60,219	68,722	78,435
12	HOURLY	25.85	29.53	33.67	38.43
	REGULAR BIWEEKLY	2,068.33	2,362.23	2,693.30	3,074.20
	REGULAR ANNUAL	53,942	61,607	70,241	80,175
13	HOURLY	26.41	30.15	34.42	39.26
	REGULAR BIWEEKLY	2,113.09	2,412.06	2,753.27	3,140.92
	REGULAR ANNUAL	55,109	62,907	71,805	81,915
14	HOURLY	27.00	30.82	35.19	40.15
	REGULAR BIWEEKLY	2,160.38	2,465.27	2,814.92	3,211.86
	REGULAR ANNUAL	56,343	64,294	73,413	83,765
15	HOURLY	27.63	31.50	35.98	41.07
	REGULAR BIWEEKLY	2,210.21	2,520.17	2,878.26	3,285.34
	REGULAR ANNUAL	57,642	65,726	75,065	85,682
16	HOURLY	28.26	32.21	36.77	41.94
	REGULAR BIWEEKLY	2,260.89	2,576.75	2,941.60	3,355.44
	REGULAR ANNUAL	58,964	67,202	76,717	87,510
17	HOURLY	28.86	32.94	37.59	42.91
	REGULAR BIWEEKLY	2,309.03	2,635.03	3,007.48	3,433.14
	REGULAR ANNUAL	60,219	68,722	78,435	89,536
18	HOURLY	29.53	33.67	38.43	43.85
	REGULAR BIWEEKLY	2,362.23	2,693.30	3,074.20	3,508.30
	REGULAR ANNUAL	61,607	70,241	80,175	91,497
19	HOURLY	30.15	34.42	39.26	44.81
	REGULAR BIWEEKLY	2,412.06	2,753.27	3,140.92	3,585.16
	REGULAR ANNUAL	62,907	71,805	81,915	93,501
20	HOURLY	30.8159	35.1865	40.1483	45.8491
	REGULAR BIWEEKLY	2,465.27	2,814.92	3,211.86	3,667.92
	REGULAR ANNUAL	64,294	73,413	83,765	95,659

Appendix D

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 75 HOUR PAY SCHEDULE
EFFECTIVE July 8, 2018

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	HOURLY	20.80	23.72	27.07	30.90
	REGULAR BIWEEKLY	1,559.84	1,778.96	2,030.55	2,317.84
	REGULAR ANNUAL	40,681	46,395	52,957	60,449
2	HOURLY	21.23	24.25	27.68	31.59
	REGULAR BIWEEKLY	1,592.30	1,818.73	2,075.99	2,368.97
	REGULAR ANNUAL	41,527	47,432	54,142	61,783
3	HOURLY	21.70	24.78	28.32	32.29
	REGULAR BIWEEKLY	1,627.20	1,858.49	2,123.88	2,421.72
	REGULAR ANNUAL	42,437	48,470	55,391	63,159
4	HOURLY	22.20	25.36	28.97	33.01
	REGULAR BIWEEKLY	1,665.34	1,902.32	2,172.57	2,476.10
	REGULAR ANNUAL	43,432	49,612	56,661	64,577
5	HOURLY	22.68	25.91	29.58	33.76
	REGULAR BIWEEKLY	1,701.05	1,942.90	2,218.83	2,532.10
	REGULAR ANNUAL	44,363	50,671	57,867	66,037
6	HOURLY	23.20	26.50	30.27	34.51
	REGULAR BIWEEKLY	1,740.00	1,987.53	2,269.96	2,588.09
	REGULAR ANNUAL	45,379	51,835	59,201	67,498
7	HOURLY	23.72	27.07	30.90	35.28
	REGULAR BIWEEKLY	1,778.96	2,030.55	2,317.84	2,645.72
	REGULAR ANNUAL	46,395	52,957	60,449	69,000
8	HOURLY	24.25	27.68	31.59	36.07
	REGULAR BIWEEKLY	1,818.73	2,075.99	2,368.97	2,704.96
	REGULAR ANNUAL	47,432	54,142	61,783	70,545
9	HOURLY	24.78	28.32	32.29	36.88
	REGULAR BIWEEKLY	1,858.49	2,123.88	2,421.72	2,765.83
	REGULAR ANNUAL	48,470	55,391	63,159	72,133
10	HOURLY	25.36	28.97	33.01	37.69
	REGULAR BIWEEKLY	1,902.32	2,172.57	2,476.10	2,826.70
	REGULAR ANNUAL	49,612	56,661	64,577	73,720

Appendix D

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 75 HOUR PAY SCHEDULE
EFFECTIVE July 8, 2018

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
11	HOURLY	25.91	29.58	33.76	38.53
	REGULAR BIWEEKLY	1,942.90	2,218.83	2,532.10	2,890.00
	REGULAR ANNUAL	50,671	57,867	66,037	75,371
12	HOURLY	26.50	30.27	34.51	39.39
	REGULAR BIWEEKLY	1,987.53	2,269.96	2,588.09	2,954.11
	REGULAR ANNUAL	51,835	59,201	67,498	77,043
13	HOURLY	27.07	30.90	35.28	40.24
	REGULAR BIWEEKLY	2,030.55	2,317.84	2,645.72	3,018.23
	REGULAR ANNUAL	52,957	60,449	69,000	78,715
14	HOURLY	27.68	31.59	36.07	41.15
	REGULAR BIWEEKLY	2,075.99	2,368.97	2,704.96	3,086.40
	REGULAR ANNUAL	54,142	61,783	70,545	80,493
15	HOURLY	28.32	32.29	36.88	42.09
	REGULAR BIWEEKLY	2,123.88	2,421.72	2,765.83	3,157.00
	REGULAR ANNUAL	55,391	63,159	72,133	82,335
16	HOURLY	28.97	33.01	37.69	42.99
	REGULAR BIWEEKLY	2,172.57	2,476.10	2,826.70	3,224.37
	REGULAR ANNUAL	56,661	64,577	73,720	84,091
17	HOURLY	29.58	33.76	38.53	43.99
	REGULAR BIWEEKLY	2,218.83	2,532.10	2,890.00	3,299.03
	REGULAR ANNUAL	57,867	66,037	75,371	86,039
18	HOURLY	30.27	34.51	39.39	44.95
	REGULAR BIWEEKLY	2,269.96	2,588.09	2,954.11	3,371.26
	REGULAR ANNUAL	59,201	67,498	77,043	87,922
19	HOURLY	30.90	35.28	40.24	45.93
	REGULAR BIWEEKLY	2,317.84	2,645.72	3,018.23	3,445.11
	REGULAR ANNUAL	60,449	69,000	78,715	89,849
20	HOURLY	31.59	36.07	41.15	46.99
	REGULAR BIWEEKLY	2,368.97	2,704.96	3,086.40	3,524.65
	REGULAR ANNUAL	61,783	70,545	80,493	91,923

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PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 80 HOUR PAY SCHEDULE
EFFECTIVE July 8, 2018

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	HOURLY	20.80	23.72	27.07	30.90
	REGULAR BIWEEKLY	1,559.84	1,778.96	2,030.55	2,317.84
	REGULAR ANNUAL	40,681	46,395	52,957	60,449
2	HOURLY	21.23	24.25	27.68	31.59
	REGULAR BIWEEKLY	1,592.30	1,818.73	2,075.99	2,368.97
	REGULAR ANNUAL	41,527	47,432	54,142	61,783
3	HOURLY	21.70	24.78	28.32	32.29
	REGULAR BIWEEKLY	1,627.20	1,858.49	2,123.88	2,421.72
	REGULAR ANNUAL	42,437	48,470	55,391	63,159
4	HOURLY	22.20	25.36	28.97	33.01
	REGULAR BIWEEKLY	1,665.34	1,902.32	2,172.57	2,476.10
	REGULAR ANNUAL	43,432	49,612	56,661	64,577
5	HOURLY	22.68	25.91	29.58	33.76
	REGULAR BIWEEKLY	1,701.05	1,942.90	2,218.83	2,532.10
	REGULAR ANNUAL	44,363	50,671	57,867	66,037
6	HOURLY	23.20	26.50	30.27	34.51
	REGULAR BIWEEKLY	1,740.00	1,987.53	2,269.96	2,588.09
	REGULAR ANNUAL	45,379	51,835	59,201	67,498
7	HOURLY	23.72	27.07	30.90	35.28
	REGULAR BIWEEKLY	1,778.96	2,030.55	2,317.84	2,645.72
	REGULAR ANNUAL	46,395	52,957	60,449	69,000
8	HOURLY	24.25	27.68	31.59	36.07
	REGULAR BIWEEKLY	1,818.73	2,075.99	2,368.97	2,704.96
	REGULAR ANNUAL	47,432	54,142	61,783	70,545
9	HOURLY	24.78	28.32	32.29	36.88
	REGULAR BIWEEKLY	1,858.49	2,123.88	2,421.72	2,765.83
	REGULAR ANNUAL	48,470	55,391	63,159	72,133
10	HOURLY	25.36	28.97	33.01	37.69
	REGULAR BIWEEKLY	1,902.32	2,172.57	2,476.10	2,826.70
	REGULAR ANNUAL	49,612	56,661	64,577	73,720

Appendix D

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
NURSES 80 HOUR PAY SCHEDULE
EFFECTIVE July 8, 2018

PAY STEP		PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
11	HOURLY	25.91	29.58	33.76	38.53
	REGULAR BIWEEKLY	1,942.90	2,218.83	2,532.10	2,890.00
	REGULAR ANNUAL	50,671	57,867	66,037	75,371
12	HOURLY	26.50	30.27	34.51	39.39
	REGULAR BIWEEKLY	1,987.53	2,269.96	2,588.09	2,954.11
	REGULAR ANNUAL	51,835	59,201	67,498	77,043
13	HOURLY	27.07	30.90	35.28	40.24
	REGULAR BIWEEKLY	2,030.55	2,317.84	2,645.72	3,018.23
	REGULAR ANNUAL	52,957	60,449	69,000	78,715
14	HOURLY	27.68	31.59	36.07	41.15
	REGULAR BIWEEKLY	2,075.99	2,368.97	2,704.96	3,086.40
	REGULAR ANNUAL	54,142	61,783	70,545	80,493
15	HOURLY	28.32	32.29	36.88	42.09
	REGULAR BIWEEKLY	2,123.88	2,421.72	2,765.83	3,157.00
	REGULAR ANNUAL	55,391	63,159	72,133	82,335
16	HOURLY	28.97	33.01	37.69	42.99
	REGULAR BIWEEKLY	2,172.57	2,476.10	2,826.70	3,224.37
	REGULAR ANNUAL	56,661	64,577	73,720	84,091
17	HOURLY	29.58	33.76	38.53	43.99
	REGULAR BIWEEKLY	2,218.83	2,532.10	2,890.00	3,299.03
	REGULAR ANNUAL	57,867	66,037	75,371	86,039
18	HOURLY	30.26	34.51	39.39	44.95
	REGULAR BIWEEKLY	2,269.96	2,588.09	2,954.11	3,371.26
	REGULAR ANNUAL	59,201	67,498	77,043	87,922
19	HOURLY	30.90	35.28	40.24	45.93
	REGULAR BIWEEKLY	2,317.84	2,645.72	3,018.23	3,445.11
	REGULAR ANNUAL	60,449	69,000	78,715	89,849
20	HOURLY	31.58	36.07	41.15	46.99
	REGULAR BIWEEKLY	2,368.97	2,704.96	3,086.40	3,524.65
	REGULAR ANNUAL	61,783	70,545	80,493	91,923

APPENDIX E
ANCC AMERICAN NURSES CREDENTIALING CENTER

1. Pediatric Nurse Practitioner
2. Pediatric Nurse (Child and Adolescent Nurse)
3. Nursing Administration
4. Nursing Administration, Advanced
5. Community Health Nurse
6. General Nursing Practice
7. School Nurse
8. Adult Nurse Practitioner
9. Family Nurse Practitioner
10. College Health Nurse
11. Certified Occupational Health Nurse Practitioner
12. Ambulatory Care
13. Any other ANA certification which the University determines is appropriate in accordance with Article 16, Section 10.

Nurse Certifications

1. Board of Certification for Emergency Nursing
2. Certification Board of Infection Control
3. Union of Rehabilitation Nurses
4. NAACOG - OB/Gyn Nurse Practitioner
5. Certified Professional in Health Care Quality
6. Certified Health Education Specialist
7. Addictions Nurse Certification
8. Certified Occupational Health Nurse

Other Professional Certifications

1. National Union of Social Workers, Inc.

    a. The Academy of Certified Social Workers

APPENDIX F
PAY RANGES FOR ALL NURSING AND SUPPORTIVE MEDICAL SERVICES CLASSIFICATIONS

CLASS CODE	TITLE	PAY RANGE
32060*	Medical Technologist	6
S30410*	Substitute University Registered Nurse	7
S30420*	University Registered Nurse	8
30610*	Registered Nurse Instructor	8
S30400*	University Certified Registered Nurse Practitioner	9

* Indicates Entry-level Classification

APPENDIX G
SUBSTITUTE NURSES

It is agreed between the parties that the practice established by the PASSHE Universities, to employ registered nurses to supplement, not replace, the permanent complement of registered nurses, as determined by the University, at University Student Health Centers shall continue as outlined below:

1. These employees, who are generally referred to as "substitute nurses," are considered temporary wage employees. As such, the provisions of Article 25 - Seniority and Article 40 - Professional Education Program are not applicable to them.

2. Substitute nurses may be classified as Substitute University Registered Nurse or Certified Registered Nurse Practitioner, in accordance with the applicable classification specification.

3. It is agreed that substitute nurses shall be paid at the appropriate minimum hourly rate specified for their classification in the collective bargaining agreement. In certain situations, rates higher than the contractual minimum may be paid to an individual substitute nurse provided there is mutual agreement between the OPEIU Healthcare Pennsylvania and PASSHE to do so.

4. It is acknowledged that substitute nurses are included in the bargaining unit during those periods they are in active pay status and are entitled only to those benefits which accrue to temporary employees as specified in the following provisions of the collective bargaining agreement: Article 10, Section 9 and Article 11, Section 8.

5. Substitute nurses have no right to continued employment or to a specific number of hours of work per week or per year.

6. Substitute nurses shall not be used solely for the purpose of avoiding overtime or other premium pay situations for permanent full-time or part-time nurses, nor shall substitute nurses be used to the disadvantage of permanent full-time or part-time nurses with respect to the frequency of holiday or weekend work or evening and night shift scheduling at any University.

7. Substitute nurses shall not be utilized in a manner that results in the furlough of or prevents the recall or placement of an employee, consistent with Article 25, Section 9 (Recall) and Section 13 (Placement).

APPENDIX H
ALTERNATIVE DISCIPLINE PROGRAM

In accordance with the provisions of Article 24, Section 8, the Union and PASSHE agree to implement an Experimental Alternative Discipline (EAD) program beginning July 1, 1995. It is understood that the tenets of Article 24, Section 1 regarding just cause shall continue to apply. Appeal procedures will not be affected by this program.

The EAD 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:

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

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

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

1. 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.

2. 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 all Level 1 and Level 2 letters issued to employees covered by this program will be sent to the Union.

Prior to the initiation of the EAD, a meet and discuss at each University will be held for the purpose of developing a means of notifying all bargaining unit employees, and managers/supervisors of the program's outline and application.

In those situations where it is believed that an employee has a problem with substance abuse, and that employee has not availed themselves of SEAP, University management may choose to

discontinue use of the EAD with that employee. Under such situations, the local Union Representative and local campus representative will be notified in advance of the decision by University management.

After the EAD becomes effective, either party may end their participation by notifying the other in writing of a desire to terminate. If said notification is given, this agreement will expire 30 calendar days after the date of notification.

APPENDIX I
DISABILITY RETIREMENT DETERMINATION
PROCEDURE FOR ALTERNATIVE RETIREMENT PLAN PARTICIPANTS

This procedure is adopted to implement the disability retirement determination standard created by Article 11, Section 6.b.(2), and Article 21, Section 7.c.(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 PASSHE. 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 PASSHE 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 PASSHE 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 PASSHE, but each party shall bear its own cost of preparing and presenting its case to the arbitrator.

4. Disputes arising under this side letter shall be not be subject to the Grievance and Arbitration provisions of Article 34 of the collective bargaining agreement.

5. PASSHE 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 J
HEALTH CARE MANAGEMENT PROGAM (WELLNESS PROGRAM)

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

1. A wellness program shall be made available by no later than July 1, 2008.

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 and indemnity plans.

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 pay the participant contribution as set forth in Article 21, Section 3.a.(2), (3), and (4) and 3.b.(2), (3), and (4). 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 21, Section 3.a.(2), (3), and (4) and 3.b.(2), (3), and (4) 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 K
APPOINTMENTS ABOVE THE MINIMUM

State System of Higher Education

The System Works for Pennsylvania

June 26, 1997

Mr. Kelby Waltman
Pennsylvania Nurses Association
Highland Office Center, Suite 422
550 Pinetown Road
Ft. Washington, PA 19034

Dear Mr. Waltman:

This comes to confirm the understanding reached between the parties during recent negotiations for the collective bargaining agreement and memorandum of understanding effective July 1, 1997, which understanding will continue the December 20, 1988, side letter regarding above-the-minimum appointments. Therefore, the following policy will be in place during the term of the current agreement and memorandum:

> The parties agree that when an appointment above the minimum is made because local hiring rates exceed the minimum hiring rates and these rates adversely affect a university's ability to recruit employees in this bargaining unit or supervisory unit, the university will increase the salary of any current employee in the same classification at the same work site to equal that of the above minimum starting salary paid to the newly hired employee. This provision does not apply to appointments above the minimum which are made to recognize the individual specialized skills, experience, or unique salary requirements of the applicant.

Any questions regarding this matter may be referred to Thomas M. Krapsho, Director of Labor Relations, at (717) 720-4158.

Sincerely,

Edward P. Kelley, Jr.
Vice Chancellor for Employee
and Labor Relations

c: Human Resource Directors

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