AGREEMENT

BETWEEN

COMMONWEALTH OF PENNSYLVANIA
AND THE
PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION

AND

PENNSYLVANIA DOCTORS ALLIANCE

July 1, 2009 through June 30, 2012

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PREAMBLE

WHEREAS, after an election duly held and certification granted by the Pennsylvania Labor Relations Board in Case Number PERA-R-1630-C, the Pennsylvania Doctors Alliance has been granted exclusive recognition as the collective bargaining agent for the bargaining unit hereinafter described;

AND, WHEREAS, the execution of a Collective Bargaining Agreement is in the best interest of all concerned;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Alliance and the Employer agree as follows:

ARTICLE 1
RECOGNITION

Section 1. The Pennsylvania Doctors Alliance is recognized as the exclusive representative for collective bargaining purposes for all those employees within the classifications established by a certification of the Pennsylvania Labor Relations Board, under Case No. PERA-R-1630-C.

Section 2. The term "employee" when used in this Agreement refers only to those persons falling within the classifications of the certification referred to in Section 1 of this Article.

Section 3. The term "Employer", when used in this Agreement, refers to the Commonwealth of Pennsylvania and the Pennsylvania State System of Higher Education as independent Employers engaging in coalition bargaining as required by Act 188 of 1982, as amended. When the term "Employer" is used it shall apply only to those employees under each Employer's respective jurisdiction, unless otherwise stated.

ARTICLE 2
ALLIANCE SECURITY

Section 1. Each employee who, on the effective date of this Agreement, is a member of the Alliance and each employee who becomes a member after that date shall maintain his/her membership in the Alliance, provided that such employee may resign from the Alliance during the 15 day period prior to the expiration of this Agreement.

Section 2. The Employer and the Alliance hereby agree that all nonmembers of the Alliance shall be subject to a fair share fee as provided for in Act 84 of 1988 (Senate Bill 291) and any amendments thereto.

ARTICLE 3
DUES DEDUCTION

Section 1. The Employer agrees to deduct the Alliance biweekly membership dues and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. This authorization shall be irrevocable during the term of this Agreement. In addition, the Employer agrees to deduct a biweekly representation fee from the pay of those employees in the unit who are not eligible for membership in the Alliance and who individually request in writing that such deductions be made. The amount of biweekly deduction shall be certified to the Employer in writing by the Alliance, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Alliance by the last day of the succeeding month after such deductions are made.

Section 2. The employee's written authorization for dues payroll deductions shall contain the employee's name, social security number, agency in which employed, institution/university and the name of the Alliance. The form shall be subject to approval by the Employer.

Section 3. The Employer further agrees to deduct a fair share fee biweekly from all employees in the bargaining unit who are not members of the Alliance.

Authorization from nonmembers to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Alliance and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Alliance by the last day of the succeeding month after such deductions are made.

Section 4. The Alliance shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 4
HOURS OF WORK

Section 1. A full-time employee shall normally be scheduled for a work week of thirty-seven and one-half hours.

Section 2. The Employer may schedule certain full-time or part-time employees under a "floating hours" rather than a "fixed hours" concept whenever mutually agreed to by the Employer and the affected employee.

Section 3. The Employer shall notify an employee at least two weeks in advance of any change in the work schedule for an employee, except in cases of emergency. Where the Employer proposes to initiate changes in schedules resulting from the adoption of new programs that affect several employees, the Employer agrees to notify the Alliance's designated representative at the institution/university and meet and discuss with him/her prior to the implementation of such changes or programs, if requested by the representative.

Section 4. Schedule changes shall not be arbitrary but shall be based on the needs of the Employer.

The work schedule of an employee who regularly works each Monday through Friday throughout the year for a minimum of 37 1/2 hours biweekly may be changed to other than a Monday through Friday schedule for only a legitimate operational reason which is not arbitrary or capricious.

Section 5. The Employer and the Alliance agree that due to the nature of the training requirements, the provisions of this Article cannot be rigidly applied to employees in the Resident Physician class. Hours of work will be determined by what is required to meet the residency training requirements.

ARTICLE 5
HOLIDAYS

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

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Christmas Day

Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. For other than these employees, and for all employees in those operations for which there is activity seven days a week, the holiday shall be deemed to fall on the day on which the holiday occurs. Beginning in the 2012 leave calendar year, the Day after Thanksgiving shall be recognized as a holiday.

Section 2. At the 14 universities of the Pennsylvania State System of Higher Education, the following days shall be recognized as holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

The remaining minor holidays shall be scheduled by the administration of these institutions/universities during the time on the academic schedule when the institution/university is not at full operation.

An employee shall earn a minor holiday provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent to the actual day the minor holiday is celebrated as provided for in Section 1. An employee who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay, shall be compensated for such holiday. In the event the earning of a holiday is anticipated and an employee terminates employment prior to actually earning the anticipated holiday, such employee shall reimburse the Employer for the holiday taken but not earned.

Payment specified in Section 5 of this Article shall be applicable only if the employee works on the day on which the minor 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 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 is observed while a permanent full-time employee is on sick leave, annual, or other paid leave status, he/she will receive his/her holiday pay and the day will not be charged against sick, annual, or other paid leave credits.

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

Section 5. If a permanent full-time employee works on any of the days recognized as a holiday pursuant to Section 1 of this Article, he/she shall receive paid time off for all hours worked on said holiday up to a full shift, or, whenever the Employer determines the staffing requirements of the institution/university prevent granting such paid time off within ninety (90) calendar days after the holiday, the employee shall receive his/her regular rate of pay for all such hours in addition to his/her holiday pay. Beginning on July 1, 2011, the time period to request and/or schedule such paid time off shall be extended from ninety (90) to one hundred and twenty (120) calendar days. If an employee works in excess of 7 1/2 hours on a holiday, he/she shall be paid for such excess time at his/her regular hourly rate. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 3 or 4 above. Paid time off for time worked outside the employee's regularly scheduled shift shall not be in lieu of such holiday pay. "On call" time is not considered hours worked for the purpose of this Article.

Section 6. Holiday leave on the recognized holiday shall be equitably distributed among full-time employees in each job class at each state institution/university, except where such a practice would interfere with overall patient care or the efficiency of the operation.

Section 7. All permanent part-time employees shall earn seven and one-half hours of holiday leave for each one hundred ninety-five hours of active pay status, other than "on call" time.

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

As soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused annual leave, personal leave, compensatory leave, holiday leave, and sick leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is $5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash. In the event that any participant in this plan also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan, 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 Alternative Retirement Plan on behalf of the participant.

Section 9. a. Whenever the Commonwealth of Pennsylvania declares a special holiday or part holiday for all employees under the Governor's jurisdiction, all permanent employees who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift, if a full holiday is declared, or up to a pro rata share of the normal work shift if a partial holiday is declared. The Commonwealth of Pennsylvania shall have the option of paying the employee his/her regular hourly rate of pay in lieu of such equivalent time off with pay.

b. Whenever the Pennsylvania State System of Higher Education declares a special holiday or part holiday for all employees under the Pennsylvania State System of Higher Education's jurisdiction, all permanent employees who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift, if a full holiday is declared, or up to a pro rata share of the normal work shift if a partial holiday is declared. The Pennsylvania State System of Higher Education shall have the option of paying the employee 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 fifty percent (50%) or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end twenty-four (24) hours after the commencement of that shift.

Section 11. In no event shall an employee be entitled to duplicate holiday payment.

Section 12. If the employee's facility or work location is closed because of the Day after Thanksgiving holiday, the employee must charge the day to leave. If no paid leave is available, the day will be considered as an authorized absence without pay. This Section shall be considered null and void beginning in the 2012 leave calendar year.

ARTICLE 6
PERSONAL LEAVE DAYS

Section 1. All permanent full-time employees shall be eligible for five paid personal leave days per calendar year. One paid personal leave day shall be earned during the first, second and fourth quarters, provided the employee has 150 hours (37.5 hour workweek) in an active pay status in the first, second and fourth one-quarter calendar year. Two paid personal leave days shall be earned during the third quarter of each calendar year, provided the employee has 150 hours (37.5 hour workweek) in an active pay status in the third one-quarter calendar year.

Beginning in 2012 leave calendar year, all permanent full-time employees shall be eligible for four paid personal leave days per calendar year. One paid personal leave day shall be earned per calendar quarter, provided the employee has 150 hours (37.5 hour workweek) in an active pay status in the first, second and fourth one-quarter calendar year.

Section 2. Personal leave shall be scheduled and granted for periods of time requested by an employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the greatest seniority as it relates to total years of service with the Employer shall be given a choice of personal leave in the event of any conflict in selection.

Section 3. Personal leave to which an employee may become entitled during the calendar year may be granted at the Employer's discretion before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for those days of personal leave used but not earned.

Section 4. Personal leave days shall be noncumulative from calendar year to calendar year. However, employees will be permitted to carry over personal leave days into the first seven 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 5. An employee who becomes ill while on personal leave will not be charged personal leave for the period of illness provided the employee furnishes satisfactory proof of such illness to the Employer upon return to work.

Section 6. All permanent part-time employees shall receive personal leave days on a pro rata basis calculated to the nearest half day, provided the employee is in an active pay status a percentage of 150 hours (37.5 hour work week) equal to the percentage of hours normally worked in a bi-weekly pay period during the earning periods specified in Section 1 above. Leave entitlement under this Section shall be exclusive of "on call" time.

Section 7. As soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused annual leave, personal leave,

compensatory leave, holiday leave, and sick leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is $5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash. In the event that any participant in this plan also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan, 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 Alternative Retirement Plan on behalf of the participant.

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. For the purpose of this Article, the calendar quarters shall be defined as beginning with the first full pay period in January through March 31, April 1 through June 30, July 1 through September 30, and October 1 through the last full pay period that includes December 31. For employees in the Pennsylvania State System of Higher Education, 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. An employee's request for a personal leave day on the employee's birthday received in writing at least 45 calendar days prior to the employee's birthday shall be approved. An employee shall be allowed to anticipate the earning requirement in Section 1 above for a personal leave day used on the employee's birthday. If an employee's birthday falls on a day other than a regularly scheduled workday, the employee will be permitted to schedule a personal leave day in accordance with this Section either the work day immediately before or after the birthday.

ARTICLE 7
SENIORITY

Section 1. Under the terms of this Agreement, the term "seniority" means a preferred position for specific purposes which one employee within a seniority unit as described in Subsection b., may have over another employee within the seniority unit because of a greater length of service within state government or a particular occupational segment thereof.

a. Seniority standing shall be determined by the length of unbroken (as defined in Section 2) service with the Commonwealth of Pennsylvania or Pennsylvania State System of Higher Education, as appropriate, at all locations in the employee's current classification series. For employees who occupied a classification covered by this Agreement on July 1, 1973, all unbroken service with the Employer prior to July 1, 1973, will be counted 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, if there

has been no break in service, including leaves of absence without pay of one year or less.

b. A seniority unit for purposes of this Article shall consist of the following:

1) Each individual institution of the Departments of Public Welfare, Education and Corrections and each individual university of the Pennsylvania State System of Higher Education.

2) Each individual institution, district office, employee health services unit, and Harrisburg Headquarters of the Department of Health.

3) Each individual institution, district office, and Harrisburg Headquarters of the Bureau of Vocational Rehabilitation.

c. 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 human resource officer within sixty (60) calendar days of their first day of work in order to receive seniority credit in accordance with the Preference in Public Employment Act of 1945, P.L. 837. Failure to provide the required proof of service during the time period shall bar the employee or Alliance from claiming credit for such service at a later date. Applicable periods are as follows:

1) World War I - April 6, 1917 - November 11, 1918
2) World War II - December 7, 1941 - September 2, 1945
3) Korea - June 25, 1950 - July 27, 1953
4) Vietnam - August 5, 1964 - January 28, 1973

d. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following procedures: the number of regular hours paid each biweekly pay period plus the number of hours for unpaid leave of absence of one year or less will be accumulated. This total number of hours will be divided by 7.5 and rounded up to the next higher day. The result will be added to the employee's accumulated total.

Section 2. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report within ten (10) working days of recall, expiration of recall period, failure to report after leave, and acceptance of other employment while on leave. This shall not restrict the Employer's right to take whatever personnel action it deems warranted for any of the above. If service is broken by any of the above, the employee shall lose seniority. If an employee is returned within one year after such break in service, he/she shall be entitled to credit for seniority purposes the time accrued up to the time the break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.

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

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

Section 3. Seniority lists shall be prepared for each seniority unit and revised where necessary every six (6) months. Appropriate service information shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards.

Section 4. The probationary period for promotions shall be 180 calendar days in length and the provisions of the Discharge, Demotion, Suspension and Discipline Article of this Agreement shall not be applicable if an employee is demoted within that time for failure to successfully complete the probationary period. This probationary period may be extended by mutual agreement of the Employer and the Alliance. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the probationary period or any extension period. An employee who fails to successfully complete the probationary period will have the right to return to his/her former classification during that period.

Section 5. When the Employer determines that a furlough is necessary within a seniority unit, employees will be furloughed in inverse order of seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner:

a. If an employee is affected by furlough, he/she shall bump down into the next lower classification within the classification series within the seniority unit, provided he/she has more seniority and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any lower classification in the same classification series using the same procedure.

b. If the affected employee is unable under Subsection a. above to bump into a lower classification, he/she shall bump laterally or down within the seniority unit into any other classification previously held within the bargaining unit if he/she has more service in that classification series than the employee in that class with the least amount of seniority in that same classification series. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure. An employee shall not, however, be permitted to bump into the Resident Physician classification.

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

d. Where practicable, the Employer will notify the Alliance one month in advance of any impending furlough.

Section 6. 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 7. The Employer shall establish a recall list by classification series by seniority unit for those employees furloughed under Section 5 of this Article in inverse order of furlough.

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

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

c. In the event any employee on a recall list refuses an offer of full-time employment in a lower classification for which he/she has seniority rights, he/she shall forfeit recall rights to such classification; if the employee refuses any offer of employment in the classification from which he/she was initially furloughed, he/she shall forfeit all recall rights.

d. If an employee on a recall list in accordance with a. and b. above refuses an offer of recall to either a temporary or part-time position for which he/she has seniority rights, that employee shall forfeit recall rights to all temporary or part-time positions. The employee shall retain recall rights to permanent, full-time employment for which he/she is eligible.

e. During the period that an employee is on a recall list, he/she shall keep the Employer informed of any change in address. The Employer will not be liable if an employee is not offered recall because of failure to notify the Employer of a change of address.

Section 8. 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 9. In the event of a consolidation or elimination of jobs, or furlough, the Employer will attempt to place the affected employees in such vacant positions as are available in the same class or lower class within the bargaining unit within the agency/university. All things being equal, preference in choice of available positions shall be based on seniority standing. An employee who rejects placement to a position in a classification to which the employee is eligible to bump shall lose further placement rights but shall retain recall rights under Section 7.

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

Section 10. For the purposes of layoff and furlough only, Alliance officers shall have superseniority. It is clearly understood and agreed that this Section shall not become effective until the Employer and the Alliance have reached agreement as to the number of officers who will be granted the privileges of this Section.

Section 11. In the event of a furlough affecting employees who are now in a First-Level Supervisory unit represented by the Alliance, such employees shall first bump laterally or downward into the classification occupied immediately prior to leaving the bargaining unit, or if such a bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring, and provided that he/she has more seniority than the employee with the least amount of 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 first or if such a bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring. An employee shall not, however, be permitted to bump into the Resident Physician classification. Seniority previously earned shall accrue to the employee upon return to the bargaining unit. Seniority earned by the employee while outside this bargaining unit shall not accrue to the employee upon movement back to the bargaining unit.

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

However, employees who formerly occupied classifications within bargaining units included in this Agreement who elected the voluntary demotion/transfer option contained in the 1991-1994 PASMHP Agreement may exercise that option, if available, during the term of this Agreement.

ARTICLE 8
SICK AND BEREAVEMENT LEAVE

Section 1. Employees shall be eligible to use paid sick leave after thirty (30) calendar days of service with the Employer. Employees shall earn leave as of their date of hire in accordance with the following schedule:

Maximum Sick Leave Entitlement Per Year

Sick Leave will be earned at the rate of 5% of all Regular Hours Paid

37.5 Hour Workweek: 97.5 Hours (13 days)

Regular Hours Paid as used in this Article include all hours paid except overtime, "emergency duty" time, "on call" time, and full-time out-service training.

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

Section 3. Employees may use not more than five (5) days (37.5 hours) 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, domestic partner, child, step-child, foster child, parent, brother or sister of the employee or child of the employee's domestic partner. The Employer may require proof of such family sickness.

Section 4. Where a family member's serious health condition requires the employee's absence from work beyond 20 days (150 hours) in a calendar year, permanent employees with at least one year of service may use accrued sick leave, in addition to that provided by Section 3 above.

a. Employees who meet the eligibility criteria in b. through e. below may use accrued sick leave in accordance with the following schedule:

Leave Service Credit	**Sick Family Allowance**
Over 1 year to 3 years	Up to 52.5 additional hours (7 days)
Over 3 years to 15 years	Up to 112.5 additional hours (15 days)
Over 15 years to 25 years	Up to 150 additional hours (20 days)
Over 25 years	Up to 195 additional hours (26 days)

b. During the initial 20 days (150 hours) of absence, paid annual and personal leave and/or unpaid leave shall be used and may include leave provided under Section 3 above. The additional sick family leave allowance must be used prospectively, and may not be retroactively charged for any of the initial 20 days (150 hours). A separate 20 day (150 hour) requirement must be met for each different serious health condition and/or family member and for each calendar year, even if not all of the additional days were used during the previous calendar year.

c. The initial 20 days (150 hours) of absence may be accumulated and the additional leave may be used on an intermittent basis.

d. Proof of the family member's serious health condition as defined by the Family and Medical Leave Act must be provided on the Commonwealth's Serious Health Condition Certification form. Proof may be required for each absence during the 20 day (150 hour) period and subsequent additional sick family leave period.

e. Family member for the purposes of this Section is defined as the following persons: husband, wife, domestic partner, child, step-child, foster child or parent of the employee or child of the employee's domestic partner or any other person qualifying as a dependent of the employee under IRS eligibility criteria.

Section 5. Employees may use up to five days (37.5 hours) of sick leave for the death of the employee's spouse, domestic partner, parent, step-parent, child, or stepchild, or the child of the employee's domestic partner and up to three days (22.5 hours) of such leave may be used for the death of a brother, sister, grandparent, step-grandparent, grandchild, step-grandchild, foster child, step-sister, step-brother, 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 or the following relatives of the employee's domestic partner: parent, brother, sister, grandparent, or grandchild.

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 five (5) years of credited service in the State and/or Public School Retirement Systems,
2) Disability retirement, which requires at least five years of credited service in the State and/or Public School Retirement Systems, or
3) Other retirement with at least 25 years of credited service in the State and/or Public School Retirement Systems.
4) After 7 years of service, death prior to retirement or separation of service except as provided in Section 9.

c. Such payments shall not be made for part days of accumulated sick leave.

d. No payments under this Section shall be construed to add to the credited service of the retiring member or to the retirement covered compensation of the member.

e. As soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused annual leave, personal leave, compensatory leave, holiday leave, and sick leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is $5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash. In the event that any participant in this plan also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan, 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 Alternative Retirement Plan on behalf of the participant.

Section 7. The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

Section 8. Permanent employees who have one or more years of service since their last date of hire may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing his/her leave privileges. Permanent employees with less than 1 year of service since their last date of hire may not anticipate sick leave. An employee may elect to use annual or personal leave prior to anticipating sick leave.

Section 9. When an employee dies as the result of a work-related accident, the Employer will pay 100% of the employee's unused sick leave unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case the Employer will pay 30% of the employee's unused sick leave to 90 days. Such payments shall not be made for part days of accumulated sick leave.

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.

Section 11. For the purpose of this Article, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

ARTICLE 9
PARENTAL LEAVE

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

Section 1. General

a. After completing one year of service, all permanent employees of the Employer who become parents through childbirth or formal adoption or placement of a child with an employee for foster care shall be granted up to six months of parental leave without pay with benefits upon request, on a rolling twelve month year basis, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. Leave under this Section may be approved on an intermittent or reduced-time basis during the first twelve weeks of absence. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year

shall not be approved for periods less than two consecutive weeks.

b. One aggregate six month entitlement of leave without pay with benefits will be provided for parental leave without pay used under Section 1.a., sick leave without pay used under Article 10, Section 5.a., and family care leave without pay used under Article 28, Section 1. Leave used under these Articles, as well as military exigency leave used under Article 33, Section 1, will be deducted from the six month entitlement and run concurrently.

c. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Article 10, Section 5.a., Article 28, Section 1, and/or Article 33, Section 1, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave.

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

e. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 16, Section 4.

Section 2. Granting Leave

a. An employee shall submit written notification to the immediate supervisor stating the anticipated duration of the leave at least two weeks in advance if circumstances permit. Parental leave shall begin whenever employees request on or after the birth, adoption or foster care placement. However, it may be used prior to the date of custody or placement when required for adoption or placement to proceed. No parental leave shall be granted beyond one year from the date of birth, of assuming custody of an adopted child or of placement of a foster child.

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

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

Section 3. Re-employment

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

During any extension period, under Section 1.d. of this Article, the employee, upon written request to return to work, shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

Section 4. Seniority Rights

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

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

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

Section 6. Benefits.

State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 16 and 17 will continue for the period of time the employee is on parental leave without pay with benefits under Section 1.a. of this Article.

Section 7. Guidelines

Guidelines established by the Secretary of Administration regarding parental leave are published through the Directives Management System (Reference Management Directive 530.2). Guidelines regarding benefits while on parental leave are published through the Directives Management System (Reference Management Directive 530.4).

Section 8.

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

Section 9.

This Article becomes effective July 1, 2011. Absences occurring before July 1, 2011 shall be covered by the provisions of Article 9, Parental Leave of the Agreement between the Commonwealth of Pennsylvania and Pennsylvania Doctors Alliance effective July 1, 2005 through June 30, 2009. Absences on June 30, 2011, and continuing on or after July 1, 2011, shall remain covered by the provisions of the July 1, 2005 through June 30, 2009 Agreement until those benefits are exhausted or the employee returns to work, whichever occurs first.

ARTICLE 10
LEAVES OF ABSENCE

Section 1. Employees shall be eligible for paid or unpaid leaves of absence as provided for in this Agreement.

Section 2. All time that an employee is absent from work shall be appropriately charged.

Section 3. All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing promptly. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made. Except for such emergency type leaves, the time when leave is taken is within the discretion of the Employer.

Except as provided in Article 11, Section 3, 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 the Employer within five working days. If the requested leave is in excess of one month, the request shall be answered within 10 working days.

Section 4. In accordance with the Commonwealth's Personnel Rules, including amendments, employees shall be granted, subject to the approval of the Agency Head/Pennsylvania State System University President, educational leave with pay to attend professional conferences, participate in training courses and sessions that are related to their work, and engage in other similar job-related activities.

Section 5. a. Employees who are elected or appointed as Alliance officials or representatives shall be granted, at the written request of the employee, leaves without pay for the maximum term of office, not to exceed three years, provided, however, not more than three employees may be on leave for this purpose at the same time. Such leaves may be renewed or extended by written mutual consent of the Alliance and the Employer.

b. Employees of agencies under the Governor's jurisdiction who are elected or appointed as Alliance Board Members and/or Doctors Council Board Delegates shall be granted, subject to management's responsibility to maintain efficient operations, up to seven days of leave without pay without loss of seniority where such time is necessary to attend official Alliance meetings or conferences.

c. Employees of agencies under the Governor's jurisdiction wishing to attend the annual Alliance Seminar and General Membership Meeting shall be granted, subject to management's responsibility to maintain efficient operations, leave without pay without loss of seniority where such time is necessary to attend official Alliance meetings or conferences. Employees may use accrued annual or personal leave for this purpose in lieu of leave without pay. Should the number of employees requesting leave for the referenced meeting exceed management's ability to approve leave due to need to maintain efficient operations, preference will be given to those requests from employees identified by the Alliance as elected worksite representatives and/or delegates.

d. Requests for leave submitted under this Section will be forwarded to the Bureau of Labor Relations, Office of Administration, with a copy to the Agency Labor Relations Coordinator not less than three weeks prior to the date of the identified Alliance meeting or conference.

Section 6. a. After completing one year of service, permanent employees shall be granted, upon written request up to six months of sick leave without pay with benefits, on a rolling twelve month year basis, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. 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 Subsection shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve month year. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks.

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

c. One aggregate six month entitlement of leave without pay with benefits will be provided for sick leave without pay used under this Section, parental leave without pay used under Article 9, Section 1.a., and family care leave without pay used under Article 28, Section 1. Leave used under these Articles, as well as military exigency leave used under Article 33,

Section 1, will be deducted from the six month entitlement and run concurrently.

d. After the employee has used an aggregate of six months of leave without pay with benefits under this Subsection, Article 9, Section 1.a., and/or Article 28, Section 1, and/or Article 33, Section 1, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has 1250 hours of actual work time within the twelve month period preceding commencement of the leave.

e. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 16, Section 4.

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

g. Upon request of the employee, an extension of up to an additional six months leave without pay shall be granted provided the employee supplies proof of continuing illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return. The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits. It shall not be used on an intermittent or reduced-time basis. Upon certification from the employee's doctor that the employee is able to return to work, the employee shall be offered a position in the same classification and seniority unit on the condition that a vacancy exists to which there are no seniority claims and which the agency/university intends to fill.

1. In the event such a position is not immediately available the employee shall be placed on a preference list for the remainder of the six-month period. During this period, the employee shall be offered any vacant position within the organizational seniority unit in the same classification, in a lower classification in that same classification series, or in a classification previously held; provided there are no seniority claims to the position and the agency/university intends to fill the position.

2. If the employee accepts a position in a lower classification or in a classification previously held and a vacancy subsequently occurs during the six-month period in the classification and organizational seniority unit from which the leave was granted, the employee will be offered that vacancy, provided there are no seniority claims to the position and the agency/university intends to fill the position.

3. If the employee at any time refuses an offer of a position in the same classification as that from which the leave was granted, the employee's rights under Subsection b. shall terminate.

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

Section 7. Employees may be granted leaves without pay at the sole discretion of the Employer for any good and sufficient reason, including pursuit of advanced education in the employee's profession.

Section 8. Upon the expiration of any approved leaves of absence without pay, except as provided in Section 6.b. above; Article 9, Section 3; Article 23, Section 7 and in Article 28, Section 5, the employee is entitled to return to a position in the same or equivalent classification within the seniority unit, subject to the furlough provisions of Article 7, Seniority.

Section 9. Employees will be allowed up to four (4) hours of administrative leave per calendar year to donate blood.

Section 10. It is understood by both parties that the provisions of Sections 6 and 8 are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq. and that leave granted in accordance with Sections 6 and 8 shall be designated as leave under the provisions of the Act.

Section 11. Notwithstanding any other provision of the collective bargaining agreement, including without limitation the Hours of Work provisions (Article 4), Seniority provisions (Article 7), and the provisions of this Article, agencies under the Governor's jurisdiction commencing on July 1, 2011 shall have the sole discretion to place each employee on leave without pay for up to a cumulative total of twelve days per contract year with an attendant reduction in pay. Any leave time mandated pursuant to this provision shall not be counted as hours worked for overtime purposes, but shall be counted as time worked for the purposes of calculating the Quality Assurance and Board Certification Payments. The Employer shall provide notice to the affected employees ten days in advance of the mandated leave. In no event shall the Employer be permitted to assign the work of employees on mandated leave without pay to outside contractors.

The provisions of this Section shall only be applied to this bargaining unit in the event that negotiations with the employee organization that represents the majority of state employees results in the implementation of similar provisions during the term of this agreement.

Section 12. Section 6 of this Article becomes effective July 1, 2011. Absences occurring before July 1, 2011 shall be covered by the provisions of Article 10, Leaves of Absence, of the Agreement between the Commonwealth of Pennsylvania and the Pennsylvania Doctors Alliance effective July 1, 2005 through June 30, 2009. Absences on June 30, 2011, and continuing on or after July 1, 2011, shall remain covered by the provisions of the July 1, 2005 through June 30, 2009 Agreement until those benefits are exhausted or the employee returns to work, whichever occurs first.

Section 13. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

ARTICLE 11
VACATIONS

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

Leave Service Credit	**Maximum Annual Leave Entitlement Per Year**
Up to 1 Year of Service:	Annual Leave will be earned at the rate of 3.85% of all Regular Hours Paid 37.5 Hr. Workweek: 75 Hrs. (10 days)
Over 1 Year to 15 Years of Service Inclusive:	Annual Leave will be earned at the rate of 5.77% of all Regular Hours Paid 37.5 Hr. Workweek: 112.5 Hrs. (15 days)
Over 15 Years to 25 Years of Service Inclusive:	Annual Leave will be earned at the rate of 7.70% of all Regular Hours Paid 37.5 Hr. Workweek: 150 Hrs. (20 days)
Over 25 Years of Service Inclusive:	Annual Leave will be earned at the rate of 10% of all Regular Hours Paid 37.5 Hr. Workweek: 195 Hrs. (26 days)

Regular Hours Paid as used in this Article include all hours paid except overtime, "emergency duty" time, "on call" time, and full-time out-service training.

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

Section 2. Vacation pay shall not be less than the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Section 3. Vacations shall be granted at the 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 the Employer shall be given his/her

choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection period shall be January 1 to March 31 of each year unless there are existing or subsequent agreements on the selection period at appropriate local levels. Requests for leave submitted during the selection period shall be answered within 20 calendar days after the end of the selection period.

Section 4. If an employee is required to work during his/her vacation period and is unable to reschedule his/her vacation during the calendar year due to the demands of his/her work schedule, the calendar year shall be extended for 7 pay periods for rescheduling purposes.

Section 5. Any employee separated for any reason prior to taking his/her vacation, shall be compensated in a lump sum for the unused vacation he/she has accumulated up to the time of separation.

As soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused annual leave, personal leave, compensatory leave, holiday leave, and sick leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is $5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash. In the event that any participant in this plan also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan, 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 Alternative Retirement Plan on behalf of the participant.

Section 6. 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 hours). However, employees will be permitted to carry over annual leave in excess of the 45 day limit 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 converted to sick leave, subject to the 300 day limitation contained in Article 8, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 7. The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to a furloughed employee who, during his/her recall period, returns to the Employer's payroll in a temporary capacity.

Section 8. Permanent employees who have one or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing his/her leave privilege. Permanent employees with less than 1 year of service since their last date of hire may not

anticipate annual leave.

Section 9. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

ARTICLE 12
SALARIES AND WAGES

Section 1. Effective July 1, 2009, each employee of an agency under the Governor's jurisdiction covered by this Agreement who is in an active pay status shall receive a general pay increase of one and one-half three percent (1.5%). This increase is reflected in the Physicians and Related Occupations Standard Pay Schedule in Appendix A.

Section 2. Effective January 1, 2010, each employee of an agency under the Governor's jurisdiction covered by this Agreement who is in an active pay status shall receive a general pay increase of one and one-half percent (1.5%). This increase is reflected in the Physicians and Related Occupations Standard Pay Schedule in Appendix B.

Section 3. Effective July 1, 2010, each employee of an agency under the Governor's jurisdiction covered by this Agreement who is in an active pay status shall receive a general pay increase of two percent (2.0%). This increase is reflected in the Physicians and Related Occupations Standard Pay Schedule in Appendix C.

Section 4. Each employee of the Pennsylvania State System of Higher Education (PASSHE) who is in an active pay status on July 1, 2010 shall receive a one-time lump sum cash payment of 6% of annual base salary rounded to the nearest dollar minus appropriate payroll deductions. This cash payment shall not be added to the employee's base salary which is reflected in the Physicians and Related Occupations Standard 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 1, 2 and 3 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. Employees hired into classifications covered by this Agreement shall be paid the minimum rate for the pay scale group assigned to their classification as reflected on the applicable

Physicians and Related Occupations Standard Pay Schedule.

Section 7. a. Employees of an agency under the Governor's jurisdiction covered by this Agreement who have been employed continuously by the Employer since July 31, 2009 will be eligible to receive a one step service increment effective on the first day of the first full pay period in July 2010.

b. Employees of an agency under the Governor's jurisdiction covered by this Agreement who have been employed continuously by the Employer since January 31, 2010 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2011.

c. Employees of an agency under the Governor's jurisdiction covered by this Agreement who terminate with at least one year of continuous service since their most recent appointment and who are reemployed within six months from the date of termination or furlough will be eligible to receive the one step service increment outlined in Subsections a. and b., if they are in an active pay status on the effective date of the increments.

d. During the term of this Agreement, employees of an agency under the Governor's jurisdiction who are at or above the maximum step of their pay scale group at the time they become eligible for a service increment as outlined in Subsections 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.

Section 8. This Article shall be reopened for the Commonwealth, PASHEE and the Alliance to negotiate the salary and wage provisions to apply to this bargaining unit for the time period of July 1, 2011 through June 30, 2012.

Section 9 a. When an employee covered by this Agreement is promoted to another classification in a higher pay scale group, the employee shall receive an increase of four steps for each pay range the employee is promoted or to the minimum of the new pay scale group, whichever is greater.

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

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

Section 10. The cash payments provided for in this Article shall not be added to the employee's base salary. The cash payments will be subject to dues and fair share fee deductions where applicable.

Section 11. An employee in an inactive pay status shall, upon return to active pay status, be entitled to the above general pay increases outlined in Sections 1, 2 and 3, the cash payments outlined in Sections 4, 5, and 7; and the service increments outlined in Section 7 where applicable.

Section 12 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 13 The policies regarding pay range revisions contained in the Commonwealth of Pennsylvania's Personnel Rules shall continue and shall apply to employees in the Pennsylvania State System of Higher Education.

Section 14 All employees are required to participate in the direct deposit of paychecks and travel expense reimbursement. This Section does not apply to Pennsylvania State System of Higher Education employees.

Section 15. Full-time employees who are scheduled to work in excess of 37.5, as appropriate, in a weekly period or part-time employees who are scheduled to work in excess of the hours in their normal weekly schedule shall be paid for such excess hours worked at their regular rate or at the "on call" rate, whichever is applicable. For purpose of computing the base hourly rate for part-time employees "on call", the hourly rate shall be employee's biweekly salary divided by the employee's regularly scheduled hours. Excess hours which are not scheduled will not be compensated except as provided under "emergency duty" below.

Section 16. An employee who is "on call" is required to leave a phone number with the institution/university where he/she can be reached and be available for service at the institution/university within 20 minutes after a telephone call. Employees who are scheduled for "on call" shall, at the employee's discretion, either be paid 25% of their base hourly rate for such "on call" time or receive compensatory time equivalent to 25% of such "on call" time; provided, however, the scheduling of compensatory time does not interfere with the maintenance of efficient operations and/or adequate staff coverage at an institution/university. If compensatory time cannot be scheduled within ninety calendar days after it is earned because of the need to maintain efficient operations and or adequate staff coverage, the employee shall be paid for such "on call" time in accordance with the preceding ratio in this Section in lieu of compensatory time. For purpose of computing the base hourly rate for part-time employees "on call", the hourly rate shall be employee's biweekly salary divided by the employee's regularly scheduled hours. An employee is not considered to be "on call" during the period he/she is being paid for "emergency duty".

Section 17. "Emergency duty" occurs when an employee is called to an institution/university for service during the time he/she is "on call" or at other times outside of his/her scheduled hours of work. "Emergency duty" shall begin when the employee arrives at the institution/university and end when an employee leaves the institution/university. An employee will be paid his/her base hourly rate for "emergency duty". The base hourly rate for part-time employees will be determined by dividing the employee's biweekly salary by the employee's regularly scheduled hours. An employee on "emergency duty" shall be paid for a minimum of three hours but there shall be no duplication of pay for the same time period.

Section 18. An employee who is scheduled to be at an institution/university or clinic and be available for service is entitled to be paid at his/her regular rate for such duty, except as provided hereafter.

Section 19. By mutual agreement between the Employer and employee, the employee may be scheduled in different functions at different hourly rates (i.e., night physicians).

Section 20. a. The method of compensation at Norristown State Hospital shall remain the same for so long as the method of scheduling medical coverage at this institution remains unchanged. Employees presently engaged in "on call" time and "emergency duty" at Mayview State Hospital and Hamburg Center who participated in such activity prior to March 15, 1973, shall continue to be compensated in the same manner as was in effect prior to that date, for as long as the method of scheduling medical coverage shall remain the same. Employees engaged in "on call" time and "emergency duty" at Mayview and Hamburg during the period of this contract who were not engaged in this activity on or prior to March 15, 1973, shall be paid for such "on call" time and "emergency duty" in accordance with Sections 16 and 17 above. Payment under this Subsection shall be consistent with Section 18 above.

b. In the Departments of Education and Corrections and at the Universities of the Pennsylvania State System of Higher Education, the Employer may continue the existing method of providing medical coverage at infirmaries, dispensaries, and athletic events but the employees' weighted salaries shall be paid consistent with Section 18 of this Article.

Section 21. The Employer and the Alliance agree that "on call" and "emergency duty" are an essential part of the training experience for employees in the Resident Physician class and therefore, are not subject to the payment provided in Sections 16 and 17 above. The payment of the regular salary for the class is considered to cover all reasonable services encompassed by the Residency Program.

Section 22. An employee who meets the eligibility requirements as outlined below will receive a payment in recognition of Board Certification in accordance with Appendix E within sixty (60) calendar days following the end of each contract year. An employee shall receive credit for each month in which he/she is in an active pay status at least ten (10) working days.

Part-time employees who work at least 50% time and who meet the eligibility requirements as outlined below will be entitled to a pro rata payment on the following basis:

50%-74% time	50% of the full time entitlement (see Appendix G)
75%-99% time	75% of the full time entitlement (see Appendix G)

Payment for employees who have been employed for less than the full contract year will be in accordance with amounts shown in Appendix G.

In order to receive any portion of the payment, an employee must be in an active pay status June 30 of the contract year.

Eligibility for the payment is limited to employees in physician and psychiatrist classes who are certified by one of the Medical Specialty Boards listed in Appendix F and whose regular duties are predominantly within the area of specialty for which he/she is certified.

Section 23. As soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused annual leave, personal leave, compensatory leave, holiday leave, and sick leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is $5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash. In the event that any participant in this plan also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan, 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 Alternative Retirement Plan on behalf of the participant.

ARTICLE 13
DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. The Alliance shall be notified by the Employer 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. During an employee's initial 180 calendar days of employment, the provisions of this Article shall not apply. The probationary period can be extended by written agreement between the Employer and the Alliance for an additional period, during which time Section 1 shall not apply. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the probationary period or any extension period.

Section 4. The Employer and the Alliance agree to continue the alternative forms of discipline in lieu of suspension actions program in accordance with the side letter dated April 20, 2001.

ARTICLE 14
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 Civil Service Commission and files an appeal with the Commission, either the contract grievance procedure shall cease, if the employee has submitted a contract grievance, or the employee shall not be entitled to institute proceedings under the contract grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within 15 working days of the date of the occurrence of the action giving rise to the grievance, the processing of a contract grievance filed within the time limits set forth in Section 2 shall be permitted.

Section 2. Any grievance or dispute which may arise during the term of this Agreement concerning the application, meaning, or interpretation of this Agreement, except for grievances alleging a violation of Article 22, shall be processed in the following manner:

STEP 1. The employee, either alone, or accompanied by a Alliance Representative, or the Alliance Representative, where entitled, shall present the grievance in writing to the Employer's worksite designee within 15 working days of the date of the occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence. In no event will the Employer's worksite designee be a member of any unit (including a "meet and discuss" unit) represented by the Alliance.

In addition, in order for a grievance to be discussed at Step 1, the respective Employer worksite designee must have received a written confirmation of the grievance at least 15 working days prior to the prescheduled Step 1 meeting. This period may, however, be modified by mutual agreement.

The parties agree that the respective Employer designee and the Alliance counterpart must schedule and meet on a monthly Step 1 basis, if necessary, in order to attempt to resolve all outstanding grievances. At the Step 1 meeting, the parties will advise each other of all of the then-known facts, including witnesses, and furnish copies of relevant reports or investigations upon which the party will rely in proving and/or supporting its respective position.

When special circumstances preclude the disclosure of confidential patient, resident, client, student, or inmate information at the Step 1 meeting, the case will be handled in accordance with the agreed upon procedures to be developed by the parties.

Any agreed upon final settlement of a grievance reached at Step 1 shall be reduced to writing and signed by the Alliance and the Employer designee. Decisions at Step 1 shall not be used as precedent for any subsequent case.

After the Step 1 meeting has been held and the then-known information the parties intend to rely on to support their respective positions has been discussed and exchanged, the respective Employer designee must, if the case is not settled at this point, make a written

disposition of the matter to the Alliance within 15 working days from the date of the Step 1 meeting.

STEP 2. If the Step 1 response is not satisfactory or a response has not been received by the Alliance within 15 working days of the Step 1 meeting, the Alliance shall have 15 working days after the Employer's response is received or due to appeal the decision by filing its grievance with the Joint Pennsylvania State Committee. The Commonwealth and the Pennsylvania State System of Higher Education shall operate separate Joint Pennsylvania State Committees. Appeals submitted to either the Commonwealth or Pennsylvania State System of Higher Education State Committee shall be made in writing, in a form to be established by each Committee. The Alliance shall file Commonwealth grievances to the Office of Administration, Bureau of Labor Relations, and shall file Pennsylvania State System of Higher Education grievances to the Office of the Chancellor, Labor Relations Unit, in accordance with established procedures. These offices will officially "docket" all grievances submitted by the Alliance and will furnish official notice confirming the docketing of all cases scheduled to be heard by the respective State Committee, along with the date, place, and time of the scheduled meeting. Dockets will be sent to the affected Employer (Division of Labor Relations), if applicable, and to the Pennsylvania Doctors Alliance.

Failure of the Alliance to submit grievances to the Commonwealth or Pennsylvania State System of Higher Education State Committee within the 15 day appeal period specified above shall be cause for the Employer to consider the matter "settled and withdrawn." Any later discovered or developed evidence, not previously disclosed to the other party at the Step 1 meeting, must be submitted to the other side as soon as practical after discovery and/or development, but in no event later than 48 hours before the Step 2 hearing. (See Rule 4, Section 3 of Appendix I for exceptions.)

Decisions of the Joint Pennsylvania State Committees shall operate as precedent. However, decisions issued regarding Commonwealth of Pennsylvania grievances filed on or after July 1, 2001 in the grievance and arbitration procedure shall not set precedent for the Pennsylvania State System of Higher Education and may not be entered into the record at any Step of the grievance and arbitration procedure. Decisions issued regarding Pennsylvania State System of Higher Education grievances filed on or after July 1, 2001 in the grievance and arbitration procedure shall not set precedent for the Commonwealth of Pennsylvania and may not be entered into the record at any Step of the grievance and arbitration procedure.

The Step 2 Committees shall have the right to hear testimony from both parties, investigate all relevant facts, and render a final and binding decision. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

The Committees shall neither add to, subtract from, nor modify the provisions of the Agreement. The Committees shall be confined to the precise issue submitted, as outlined on the original grievance form, and shall have no authority to determine any other issues not

so submitted. If the Committee is unable to reach a decision by majority vote, the matter will be considered "deadlocked".

STEP 3. An appeal from a deadlocked decision at Step 2 may be initiated by the Alliance by written notice of the intent to proceed to arbitration. This notice must be sent within 15 working days after the deadlocked decision from Step 2 to the Office of Administration, Bureau of Labor Relations and the affected Employer (Division of Labor Relations) for Commonwealth grievances, or to the Office of the Chancellor, Labor Relations Unit for Pennsylvania State System of Higher Education grievances.

Arbitration

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

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

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

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

A decision of the Step 2 Joint State Committee or by the arbitrator shall be final and binding on both parties. The arbitrator shall be required to issue a decision within 30 days after the close of the hearing.

Time Limits

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

Costs

Each party shall bear the costs of preparing and presenting its own case. All fees and expenses of the arbitrator shall be divided equally between the parties, except where one of the parties to this Agreement requests a postponement of a previously scheduled arbitration hearing which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance, in which event the postponement charge shall be divided by the parties.

A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 3. This Section applies to the Commonwealth of Pennsylvania only. A grievance or dispute alleging the improper termination of a Resident Physician shall be settled in the following manner:

a. The grievance procedure through Step 2 outlined in Section 2 above shall be utilized.

b. Step 3. An appeal from an unfavorable decision at Step 2 may be initiated by the Alliance serving upon the Employer a notice in writing of its intent to proceed to arbitration within 15 working days after receipt of the Step 2 decision. Said notice shall identify the provisions of the Agreement, the Department, the employee involved, and a copy of the grievance.

A panel consisting of three members, each of which is a board eligible or certified Psychiatrist shall be appointed as outlined herein to determine the issue. One member shall be appointed by the Employer, one shall be appointed by the Alliance, and the third shall be an employee of the Commonwealth selected by agreement of the other two panel members.

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

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

The decision of the panel 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 panel shall be requested to issue its decision within 30 calendar 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.

All fees and expenses of the panel shall be divided equally between the parties except where one of the parties of this Agreement requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay

for the record and make a copy available without charge to the panel.

Section 4. An employee shall be permitted to have a representative of the Alliance present at each Step of the grievance procedure, up to and including Step 2, subject, however, to Section 606, Article VI of the Public Employe Relations Act. Upon request by an Alliance representative, a Step 1 grievance meeting will be postponed or rescheduled, if necessary, if an Alliance Representative is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

Member Advocates

Employees selected by the Alliance to act as Alliance representatives shall be known as member advocates. The Alliance shall furnish the Employer with the names and work locations of grievance representatives and shall notify the Employer of any changes.

Lost Time

A reasonable number of witnesses shall be permitted to attend Committee meetings, without suffering the loss of any pay, when their presence is required because of the Employer's refusal to accept the witnesses' written statements, as provided for in the attached Rules of Procedure (Appendix I). Grievants shall be treated in exactly the same manner as witnesses under this procedure.

An employee who presents a grievance or sits on a State Committee Panel shall do so with pay, provided the Alliance has indicated its desire to have that person participate in the procedure. The number of employees so designated shall not be abused.

State/Agency Wide Grievances

The Alliance may present grievances concerning agency-wide actions or state-wide actions directly to Step 2 within 15 working days of the date of the occurrence giving rise to the dispute or the date when the Alliance knew, or by reasonable diligence should have known, of its occurrence. However, the Alliance will meet with the official affected Employer or Office of Administration designee for Commonwealth grievances, or the Office of the Chancellor, Labor Relations Unit designee for Pennsylvania State System grievances, prior to any hearing on such grievances, in order to resolve any factual disputes relating to such agency-wide or state-wide grievances.

Section 5. The Joint Pennsylvania State Committees will function under the attached Rules of the Accelerated Grievance Procedure, which are contained in Appendix K.

ARTICLE 15
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 Alliance authorize, assist or encourage any such strike during the life of this Agreement.

Section 2. Should a strike occur not authorized by the Alliance, the Alliance within twenty-four hours following the request of the Employer shall:

a. Publicly disavow such action by the employees.

b. Advise the Employer in writing that such employee action has not been authorized or sanctioned by the Alliance.

c. Post notices on all bulletin boards advising employees that it disapproves of such action and instructing them to return to work immediately.

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

ARTICLE 16
HEALTH BENEFITS

Section 1. Pennsylvania Employees Benefit Trust Fund

a. A jointly administered, multi-union, health and welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between Council 13, AFSCME, AFL-CIO, and the Employer.

This jointly administered Fund is known as the Pennsylvania Employees Benefit Trust Fund (hereinafter Fund or PEBTF). The Fund shall conform to all existing and future Federal and Commonwealth statutes applicable to and controlling such Health and Welfare Fund.

Said Agreement and Declaration of Trust shall provide for equal representation on the Board of Trustees appointed by the Unions and the Employer. In addition, the Agreement and Declaration of Trust will allow the Fund to provide benefits to management level and retired employees, as well as employees represented by other unions and other employers in the Commonwealth of Pennsylvania.

b. The Board of Trustees of the Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust the extent and level of medical plan benefits, supplemental benefits and other benefits to be extended by the Fund.

c. The Employer shall contribute to the Fund the amounts indicated below on behalf of each permanent full-time employee eligible for benefits and covered by this Agreement effective on the first pay date in July of each fiscal year specified below:

July 2009 – June 2010 $365 bi-weekly per employee
July 2010 – June 2011 $400 bi-weekly per employee

If the negotiations with the employee organization which represents the majority of state employees modify the Employer and/or Employee contributions and the Employee Contribution Waiver rate or change the language in this Article for the period July 1, 2011 and thereafter, the results of those negotiations will be applied to this bargaining unit on the same date.

The contributions for permanent part-time employees, who are eligible for benefits and expected to be in an active pay status at least 50% of the time every pay period, will be 50% of the above referenced rates.

d. The Employer shall make aggregate payments of Employer contributions together with an itemized statement to the Fund within one month from the end of the month in which the contributions were collected.

e. All benefits extended by the Fund must be designed to be excludable from the "regular rate" definition of the Fair Labor Standards Act, unless hereinafter required by federal law to be included.

f. No dispute over eligibility for benefits or over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any collective bargaining agreement.

g. It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be hereby charged with any responsibility in any manner connected with the determination of liability to any employee claiming any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Fund shall be limited to the contributions indicated under Subsection c. above.

Section 2. The provisions of Sections 3 through 7 shall be modified to the extent the medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund and/or the Retired Employees Health Program are modified for current and/or future employees and annuitants as provided for in Section 1 (employees) and/or Section 6 (annuitants) of this Article, respectively.

Section 3. The Fund shall continue to provide each permanent full-time active employee medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund. In addition, it shall provide dependency coverage where the dependents of the employee qualify. The Fund shall continue to provide permanent part-time employees who are expected to be in active pay status at least 50% of the time every pay period medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund. In addition, it

shall provide 50% dependency coverage where the dependents of the employee qualify. Such employees shall contribute an amount determined by the Fund's Trustees toward the cost of coverage. Enrollment and continued coverage in Fund benefits is further subject to the following conditions:

a. Subject to the provisions of Section 3.b., employees will contribute a percentage of their biweekly gross base salary toward the cost of coverage as provided below:

July 2009 – April 2011	2.0%
May 2011 – June 2011	3.0%

Employee contributions shall be effective the first full pay period in July/May as applicable, of the period specified above. Biweekly gross base salary as used throughout this Article excludes premium or supplemental payments such as overtime, shift differentials, higher class pay, etc.

b. An employee will be eligible for an Employee Contribution Waiver if the employee and his/her qualifying dependents, as determined by the Trustees, participate in the Get Healthy Program as established from time-to-time by the Fund. In accordance with Section 1.b., the Fund shall be solely responsible for establishing all requirements and conditions of the Get Healthy Program, including rules and policies for the requirements for qualifying for the Employee Contribution Waiver and for making determinations regarding whether an employee and dependents have fulfilled the conditions for such Waiver.

The Employee Contribution Waiver will consist of a waiver of a portion of the employee's required contribution to the cost of health care as a percentage of biweekly gross base salary as follows:

	Waiver Amount	Employee contribution with Waiver	Employee contribution without Waiver
July 2009 – April 2011	1.0%	1.0%	2.0%
May 2011 – June 2011	1.5%	1.5%	3.0%

Employee Contribution Waivers shall be effective the first full pay period in July/May as applicable, of the period specified above.

c. There will be an evaluation process with respect to the reserve levels of the Fund to determine if an employee contribution is necessary. Under this process, if the Fund's actuary certifies that a three (3) month reserve of projected claims and expenses has been achieved and will be maintained for at least six (6) months, the Trustees will evaluate whether employee cost sharing for employees hired before August 1, 2003, can be reduced or eliminated, provided that at no time shall any such reduction or elimination of cost sharing result in the reserve being reduced below the three (3) months of total projected claims and expenses. Should the Trustees, after evaluating the employee cost sharing, decide that contributions by employees hired before August 1, 2003 will be reduced or eliminated, the reserve will be reviewed on a six (6) month

basis by the Fund's actuary. If the actuary certifies that the amount of the reserve has dropped below the three (3) month level, such contributions will resume immediately at the levels established in this Agreement, without any action on the part of the parties or the PEBTF Board of Trustees.

d. (1) For the first six (6) months of employment, the employee will be offered single coverage in the least costly medical plan offered and available in his/her area, with no supplemental benefits. The employee may opt to purchase medical coverage for the employee's qualifying dependents in the same medical plan as the employee, and/or may opt to purchase a more costly plan in the area by paying the difference in cost between the least costly and the more costly plan, in addition to the one percent (1%) employee contribution.

(2) After completing six (6) months of employment, the employee and his/her qualifying dependents will be eligible for coverage under the Fund's supplemental benefits, and the employee will be permitted to cover his/her qualifying dependents under the least costly medical plan at no additional cost. If a more costly medical plan is selected, the employee will be required to pay the cost difference between the least costly and more costly plan, in addition to the employee contribution required under Section 3.a.

(3) Nothing herein shall be construed to limit the authority of the Board of Trustees to modify or adopt these and other eligibility rules.

e. Only employees who elect to enroll for PEBTF coverage, including those who enroll only for supplemental benefits, are subject to the employee contributions in this Article. An employee who is only enrolled as a spouse of another PEBTF covered employee is not subject to any required employee contributions.

f. Employee contributions under this Article will be paid to the Fund on a biweekly basis as soon as is practicable using the Employer's standard methods for transferring money. The parties intend that these contributions will be submitted in a more accelerated manner than the Employer contributions. Any employee contributions made pursuant to this Article will be made on a pre-tax basis.

Section 4.

a. Permanent employees who are granted sick leave without pay, parental leave without pay or family care leave without pay may continue to receive benefits as determined and extended by the Fund for up to six months. Permanent employees who are granted injury leave (paid and unpaid) may continue to receive benefits as determined and extended by the Fund for up to 12 months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. Except as provided in Subsection c. below, permanent part-time employees and those permanent full-time employees who are placed on suspension or who are granted leave

without pay for any reason other than sickness, parental leave, family care leave or injury leave for longer than one full pay period or who are on leave longer than the applicable period specified in Subsection a. above, will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

c. Permanent full-time employees and permanent part-time employees who are eligible for benefits and who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive benefits as determined and extended by the Fund for the period they are on leave. If the leave extends beyond the regular leave period, employees will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

d. The Employer shall continue to make full contributions to the Fund for permanent full-time employees for the period of time for which they are entitled to benefits under Subsection a. or c. and 50% contributions for permanent part-time employees for the period of time for which they are entitled to benefits under Subsection a. or c.

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

Section 5. Spousal Eligibility

a. For employees hired on or after August 1, 2003: If the spouse of an employee is covered by any PEBTF health care plan, and he/she is eligible for coverage under another employer's plan(s), the spouse shall be required to enroll in each such plan, which shall be the spouse's primary coverage, as a condition of the spouse's eligibility for coverage by the PEBTF plan(s), without regard to whether the spouse's plan requires cost sharing or to whether the spouse's employer offers an incentive to the spouse not to enroll.

b. For employees hired before August 1, 2003: Effective October 1, 2003, if the spouse of an employee covered by any PEBTF health plan also is eligible for coverage under another employer's plan(s), the spouse shall be required to enroll in each such plan, provided that the plan in question does not require an employee contribution by the spouse or the spouse's employer does not offer an incentive to the spouse not to enroll. Once covered by another employer's plan, that plan will be the spouse's primary coverage, and the PEBTF plan will be secondary.

c. Nothing herein shall be construed to limit the authority of the Board of Trustees to modify or adopt these or other spousal eligibility rules.

Section 6. a. The Employer shall allow each individual who was eligible as an active employee under the Fund's health benefits plan to elect coverage upon retirement under the Retired Employees Health Program (hereinafter REHP). In addition, dependency coverage shall be allowed where the dependents of the annuitant qualify under such Program.

b. Employees who retire on or after July 1, 2007, and who elect REHP coverage, shall be eligible for the medical and prescription benefits in effect for active employees, provided that the Employer will modify the REHP plan of benefits from time-to-time to conform to the medical and prescription benefits in effect for the active employees. Annuitants who are eligible for Medicare will participate in Medicare supplemental medical plans, and those annuitants who are eligible to enroll in Medicare Part B will not receive benefits through the REHP for benefits which are provided by Medicare Part B. It is understood that the REHP plan of benefits may be amended or modified by the Employer from time-to-time.

c. Employees who retire on or after July 1, 2007, and elect REHP coverage shall be required to contribute to the cost of coverage. The annual retiree contribution rate shall be a percentage of the employee's final annual gross salary at the time of retirement from State service equal to the active employee contribution rate in effect on the date of retirement and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate. The annual retiree contribution rate shall change thereafter in accordance with the percentage of the active employee contribution rate. If the negotiations with the employee organization which represents the majority of state employees modify the retiree contribution rate or change the language in this Article for the period July 1, 2011 and thereafter, the results of those negotiations will be applied to this bargaining unit on the same dates.

d. The REHP is developed and administered in a cost effective and beneficial manner by the Fund, subject only to the prior approval of the Office of Administration and in accordance with the terms and conditions of the REHP Participation Agreement between the Employer and the Fund.

e. The Employer shall continue to pay the cost of coverage, subject to the required retiree contribution rates, for annuitants who retire under 1, 2, 3., 4 or 5 below and who have elected REHP coverage:

(1) Retirement at or after superannuation age with at least 15 years of credited service (20 years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems, except that

(a) an employee who leaves State employment prior to superannuation age and subsequently retires at or after superannuation age must have 25 years of credited service in the State and/or Public School Retirement Systems,

(b) an employee who is furloughed prior to superannuation age and subsequently retires at or after superannuation age during the recall period must have 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems,

(c) an employee who leaves State employment prior to superannuation age and is subsequently rehired and then retires at or after superannuation age must have 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems with at least three years of credited service

from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply,

(d) an employee who leaves State employment subsequent to superannuation age and is subsequently rehired and then retires must have 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.

(2) Disability retirement, which requires at least five years of credited service in the State and/or Public School Retirement Systems, except that, if an employee had previously qualified based on an approved disability retirement, then returns and retires under a normal or early retirement, he or she must retire at or after superannuation age with 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems or 25 years of credited service in the State and/or Public School Retirement Systems, or

(3) Other retirement with at least 25 years of credited service in the State and/or Public School Retirement Systems, except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.

(4) All employees who have at least 15 years of credited service as of June 30, 2008, or who have 13 years of credited service and are within one year of superannuation age as of June 30, 2008, whether it has been purchased as of that date or eligible to be purchased as of that date, shall be eligible to elect REHP coverage upon reaching superannuation age with 15 years of credited service rather than 20. The three-year rehire rule will not apply to such employees.

(5) For purposes of eligibility for REHP coverage under this Section, credited service earned on or after July 1, 2007, will be limited to service as a Commonwealth employee which otherwise counts as credited service under the State and/or Public School Retirement, TIAA-CREF or other approved retirement systems' rules in effect from time to time. Employees hired on or after July 1, 2007 who have earned credited service under the State and/or Public School Retirement, TIAA-CREF or other approved retirement systems' rules with another employer will not have that service counted for purposes of eligibility for REHP coverage, unless they were

employed by the Commonwealth prior to July 1, 2007. If it is determined by the State and/or Public School Retirement Systems that a Commonwealth employee is eligible for additional credited service for military service, such credited service will be included in the determination of eligibility for REHP coverage. The phrase "Commonwealth employee" shall be limited to service earned through an employing agency eligible to participate in the Commonwealth's Life Insurance Program.

Section 7. When an employee dies as a result of a work-related accident, the Fund shall continue to provide medical plan benefits and supplemental benefits, as determined and extended by the Fund, to the spouse and eligible dependents of the employee until the spouse remarries or becomes eligible for coverage under another employer's health plan. Annual certification of non-coverage will be required.

The medical plan benefits and supplemental benefits will be converted to the REHP at the time when the employee would have reached age 60.

Section 8. As comprehensive healthcare legislation has been passed, the parties agree to meet and discuss the impact, if any, of such legislation on the existing active and annuitant health care programs.

ARTICLE 17
LIFE INSURANCE

Section 1. The Employer shall continue to assume the entire cost of the insurance coverage for eligible employees as set forth in the currently existing life insurance plan as modified by Section 2. The amount of life 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, or family care leave without pay will continue to receive 100% State-paid coverage under the current life insurance plan for up to six months. Permanent employees who are on sick, parental, or family care leave without pay for longer than six months may remain in the program for an additional six month period by paying the entire premium. Permanent employees who are granted injury leave (paid and unpaid) will continue to receive 100% State-paid coverage under the current life insurance plan for up to twelve (12) months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

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

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

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

ARTICLE 18
MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by the Agreement.

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

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

ARTICLE 19
CONSULTATION

Employer representatives will meet with committees of Alliance representatives at the State, departmental or institutional/university level at reasonable times upon request to resolve problems dealing with the implementation of the Agreement and other employee-management problems. Such meetings will be held at the level at which the Employer representative can respond to the proposed agenda. Both parties intend that such meetings will permit input and recommendations by Alliance representatives, foster the dissemination and exchange of information and resolve mutual problems.

ARTICLE 20
PRE-EXISTING BENEFITS, TERMS AND CONDITIONS

The Employer shall meet and discuss with the Alliance prior to changing or deleting any benefit or any term or conditions of employment in existence on the date of this Agreement that is not specifically provided for in this Agreement.

ARTICLE 21
GENERAL PROVISIONS

Section 1. Both the Employer and the Alliance agree not to discriminate against any employee on the basis of race, religious creed, color, ancestry, sex, marital status, age, national origin, disability, Alliance membership, sexual orientation, AIDS or HIV status, or political affiliation.

Section 2. The Employer does not condone sexual harassment of any employee and encourages employees who, after appropriate consideration of all relevant facts, believe that he/she is the object of such conduct, to report such allegations as soon as possible. The burden of substantiating such an allegation rests with the charging party. Because of the seriousness of such allegations which could result in discipline or discharge of the person charged, it is understood that unsubstantiated allegations may result in disciplinary actions against the charging party.

Substantiated instances of such harassment will be remedied by the Employer. An arbitrator may decide only whether or not the charging party has substantiated that sexual harassment has occurred, but what constitutes the appropriate remedy will be determined by the Employer in its sole discretion.

An employee who has filed a sexual harassment complaint will be notified when the investigation has been concluded. The employee will be informed of the results of the investigation.

Section 3. The Employer agrees to provide space on bulletin boards to the Alliance for announcement of meetings and elections of officers of the Alliance and any other material related to Alliance business. The Alliance shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. The Alliance may send mail related to Alliance business to local official Alliance representatives at appropriate facilities to which mail is delivered.

Section 4. No Alliance member or representative shall solicit members, engage in organizational work, or participate in other Alliance activities during working hours on the Employer's premises except as provided for in the handling of grievances.

Alliance members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct business during non-work hours upon obtaining permission from the Employer's human resource officer or his/her designated representative. Any additional costs involved in such use must be paid for by the Alliance.

Alliance representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if prior notification is given to the human resource officer or his/her designated representative. If the Alliance representative is an employee of the Commonwealth of Pennsylvania the employee shall request from his/her designated supervisor reasonable time off from his/her regular duties to handle grievances for employees of the Commonwealth of Pennsylvania. If the Alliance representative is an employee of the Pennsylvania State System of Higher Education, the employee shall request from the immediate supervisor reasonable time off from regular duties to process grievances for employees of the Pennsylvania State System of Higher Education. Such requests will not be unreasonably denied. The Employer will provide a reasonable number of employees with time off, if required, to attend negotiating meetings.

Section 5. Employees shall be eligible for unemployment compensation benefits as provided by law.

Section 6. The Employer shall furnish an employee with a copy of a rule or directive which has been issued in writing by the Employer 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 the Employer to furnish copies of manuals or compiled sets of rules or copies of this Agreement to employees.

Section 7. The Employer shall provide any device, apparel or equipment necessary to protect employees from injury in accordance with the practice now prevailing. In addition, where the Employer requires special equipment, instruments, supplies, tools and specialized clothing, it shall be provided by the Employer, except for items that are customarily supplied by an individual in the profession. The Employer shall clean and maintain such items that it furnishes, except that the employee shall be required to perform such cleaning and maintenance as is customarily performed by the user of such items.

Section 8. The Employer agrees to provide liability protection in accordance with the program currently in effect for employees subjected to lawsuits brought against them individually for actions taken or decisions made in their official capacity or within the scope of their employment as employees of the Commonwealth/Pennsylvania State System of Higher Education. This liability protection shall continue in effect unless reduced by legislation, in which event, at the request of the Alliance, the parties shall meet to renegotiate the provisions of this Section.

Section 9. The Employer agrees that the reasons for a new subcontracting agreement that will directly result in the furlough of employees will not be arbitrary or capricious. Where practicable, the Employer will notify the Alliance one month in advance of any impending furlough which will result from a new subcontracting agreement.

Section 10. a. Each permanent employee, excluding Resident Physicians, must complete a minimum of fifty (50) continuing medical education (CME) credit hours per fiscal year by attending professional training that the Employer agrees is directly related to their job duties, as a condition of continued employment. The proportion of those fifty (50) CME credits required per fiscal year which must be obtained under Category 1 will be in accordance with the American

Medical Association guidelines for the Physicians Recognition Award or the membership criteria for the American Osteopathic Association, whichever is applicable to the individual practitioner. Dentists and Podiatrists must complete a minimum of fifteen (15) CME credits per fiscal year, by attending professional training that the Employer agrees is directly related to their job duties, as a condition of continued employment. Should the Pennsylvania Department of State adjust the CME criteria required for licensure as a Dentist and/or Podiatrist, the contractual CME requirements shall be similarly adjusted for the affected classification.

Failure to acquire said minimum may result in the issuance of disciplinary action up to and including removal. The review process shall be in accordance with the procedures established by the Employer.

b. Each permanent full-time employee, excluding Resident Physicians, shall be eligible for fifty (50) hours of continuing medical education leave per fiscal year, inclusive of reasonable travel time during normal work hours, for the purpose of acquiring the required professional training outlined in Subsection a. above. Requests to utilize this leave must be submitted to the Employer in writing and accompanied by documentation supporting the job-relatedness of the training. The Employer shall, at its sole discretion, approve such leave requests subject to a review of the job-relatedness of the training. This entitlement is to be prorated as set forth in Appendix G for part-time employees and full-time employees who are employed for less than the full fiscal year. Any usage of leave under this provision shall diminish the employee's eligibility under Article 10, Section 4.

c. Questions concerning the job-relatedness of the training referenced in Subsections a. and b. above shall be decided by a medical authority within the appropriate discipline, as designated by the Employer.

Section 11. The parties agree that employees represented by the Alliance in the Department of Corrections are subject to the provisions of the Department of Corrections Drug and Alcohol Testing Program contained in Appendix H, The Drug Interdiction Procedures Manual, Department of Corrections Policy Number 6.3.15; as amended and the K-9 Program, Drug Interdiction Procedures Manual 6.3.12, as amended, effective February 1, 1997.

Searches of employees due to a positive reaction to drug interdiction equipment or a K-9 will be conducted in accordance with the existing Institution Security Policy, OM-082-01.

The parties agree in the interest of achieving drug and alcohol free Department of Corrections institutions/boot camps/corrections community centers, that the Department of Corrections may modify the above referenced programs and policies including but not limited to random drug and alcohol testing in the same manner as the program and policies are modified for the employee organization which represents the majority of state employees after meeting and discussing with the Alliance.

The Commonwealth and the Alliance agree that the coverage of employees by the above referenced programs and policies and the agreement to meet and discuss prior to modifying the above referenced programs and policies represents the result of negotiations conducted under and in

accordance with the Public Employe Relations Act and constitutes a term and condition of employment for employees in this bargaining unit.

Section 12. Policies concerning tobacco use at the work site, including prohibitions against smoking, may be established by the Employer after meet and discuss with the Alliance.

Section 13. The Employer's Corporate Card Program shall apply to employees in this bargaining unit.

ARTICLE 22
CLASSIFICATION

Section 1. The position classification plan, as established and maintained by the Employer, consists of a schedule of classification titles with class specifications for each class which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the work of the class.

If an employee considers his/her position to be improperly classified, the employee may process an appeal for a reallocation of his/her position in the following manner:

STEP I. The employee, either alone or accompanied by an Alliance representative, or the Alliance where entitled, shall present the grievance in writing to the employee's immediate supervisor within 15 working days of the date of its occurrence or knowledge of its occurrence. The supervisor shall respond to the grievance in writing within 15 working days after receipt of the grievance.

STEP II. In the event the grievance is not settled at Step I, the appeal must be presented in writing by the employee or Alliance representative to the head/president of the employee's institution/university within 15 working days after the supervisor's response is due. The official receiving the written appeal or his/her designated representative shall respond in writing to the employee and the Alliance representative within 15 working days after receipt of the appeal.

STEP III. For Commonwealth classification grievances, an appeal from an unfavorable decision at Step II shall be presented by the employee or Alliance representative to the agency head within 15 working days after the response from Step II is due. The agency head shall respond in writing to the employee and Alliance representative within 15 working days after receipt of the appeal.

For Pennsylvania State System of Higher Education classification grievances, the Alliance shall appeal from an unfavorable decision at Step II directly to Step IV. The Alliance shall submit a copy of any such grievances to the Office of the Chancellor, Labor Relations Unit.

STEP IV. In the event the grievance has not been satisfactorily resolved at Step III (Step II for Pennsylvania State System of Higher Education), written appeal may be made

by the employee or Alliance representative within 15 working days of the Step III decision to the Office of Administration, Classification Grievance Unit. The appeal shall contain a copy of the Step II and Step III (where applicable) decisions. The Office of Administration shall issue a decision in writing to the Alliance within 15 working days after receipt of the appeal. The decision of the Office of Administration shall be final, binding, and determinative of the issue.

If a determination is made by the Employer in the course of an employee appeal that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing.

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be downgraded, the employee shall be demoted to the proper classification and pay range at the nearest 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 range, there shall be no reduction in salary. The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

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

Section 2. An employee who is assigned to work in a position with a higher classification in the position classification plan in excess of twelve consecutive working days shall receive an amount equal to four and one-half percent of the employee's current rate of pay (exclusive of the weighted portion) or the starting rate of the pay range for the higher class, whichever is greater, during the entire period of employment in the higher classification. Employees who are charged to perform higher class work for a full day and who take leave for a portion of that day will be compensated, in increments of 1/4 hour, for the partial day worked in the higher class after the twelve full day threshold has been met. 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 his or her scheduled work day 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 twelve consecutive working days. Once the requirement for the twelve consecutive working days threshold has been met, payment will be included in the biweekly paycheck.

Section 3. An employee or employees shall not be temporarily assigned to work in a position in a higher rated classification for more than nine (9) continuous months or the length of the leave of absence of the employee being replaced, whichever is greater.

Section 4. The Commonwealth shall notify the Alliance of class specification and pay range revisions to all classes that are presently in the certified bargaining unit for which the Alliance is the representative and of class specifications and pay ranges of proposed classes that the Commonwealth may reasonably anticipate will be placed in this certified bargaining unit, prior to the submission of these changes to the Executive Board of the Commonwealth.

The Alliance will submit acknowledgement of the receipt of the proposed changes and its comments, in writing, to the Commonwealth within 15 working days of receipt of the notification. If written comments are not received from the Alliance within 15 working days, the Commonwealth will contact the Alliance, by telephone, before submitting the proposals to the Executive Board. Reasonable written requests by the Alliance for time extensions will be granted.

ARTICLE 23
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 Program, shall be entitled to use accumulated sick, annual, or personal leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers' compensation of full pay reduced by an amount that yields a net pay, including workers' compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, Social Security and retirement contributions. One full day of accumulated leave (7.5 hours) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of 12 months or for the duration of the disability, whichever is lesser, except that, if only accumulated leave is used, it may be used beyond 12 months until exhausted or until the disability ceases, whichever occurs sooner. In no case however will the aggregate of 12 months extend beyond three years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 12 may apply.

For temporary employees, accumulated leave and injury leave without pay shall be available 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 three years from the date the injury occurred.

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

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

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

Section 4. At the expiration of the leave under Section 1, if an employee continues to receive workers' compensation, the employee will be placed on leave without pay in accordance with Section 7 below and will not be entitled to receive Employer-paid coverage for life insurance and Employer payments toward coverage for health benefits.

Section 5. An employee is required to refund to the Employer the amount of any overpayment. In no case shall an employee be entitled to full pay and workers' compensation and/or social security for the same period. The Employer shall recover any amount in excess of the paid supplement to workers' compensation as described in Section 1. Failure to apply for or report social security or other applicable disability benefits to the Employer will result in the termination of the leave under Section 1.

Section 6. Employer-paid coverage for life insurance and Employer payments toward coverage for health benefits as provided in Articles 16 and 17 will continue for the period of time that the employee is on leave under Sections 1 and 12.

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 7, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Sections 1 or 12, where applicable and the end of the guarantee in this Section, the employee will be on leave without pay.

During the three-year period, employees who are not fully capable of performing the duties of their position shall have, upon request, a right to return to an available position in a lower classification, within the same organizational seniority unit, to which there are no seniority claims and which the agency/university intends to fill, provided the employee meets the minimum requirements and qualifications essential to the work of the classification and the employee is fully capable of performing the duties of the position. If an employee returns to a position in a lower classification, the employee will be demoted in accordance with the Employer's Personnel Rules, but shall maintain the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred, provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Article 7, Seniority.

Disabled employees receiving workers' compensation will be notified 90 days prior to the expiration of the three year period. The notification will include information concerning the employee's right to apply for disability retirement, if eligible. If the employee does not receive 90 days' notice, the employee's right to return will not be extended. However, the leave without pay will be extended for 90 days from the date of notification to enable the employee if eligible to apply for disability retirement.

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

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

Section 9. An employee who sustains a work-related injury, during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury in accordance with Articles 6, 8, and 11. If no paid leave is available, an employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This Section is not applicable to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Section 1 shall apply.

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

Section 11. Sections 1 through 10, and 12 of this Article shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

Section 12. An employee who is disabled due to a recurrence of a work-related injury after three years from the date the injury occurred, or before three years if the leave entitlement in Section 1 has been depleted, shall be entitled to use accumulated leave and injury leave without pay while disabled for a period of up to 12 weeks. To be eligible to use injury leave without pay, the employee must have been at work at least 1250 hours within the previous 12 months. The 12 week period will be reduced by any other leave used within the previous 12 months that was designated as leave under the provisions of the Family and Medical Leave Act. If only accumulated leave is used, it may be used beyond 12 weeks until exhausted or until the disability ceases, whichever occurs sooner. While using accumulated leave, the leave will be charged and paid in accordance with Section 1.

Section 13. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, USC Section 2601 et seq. and that leave granted in accordance with Sections 1 and 12 shall be designated as leave under the provisions of the Act.

Section 14. It is understood by both parties that the provisions of this Article are consistent with the Americans with Disabilities Act.

ARTICLE 24
CIVIL LEAVE

Section 1. Permanent employees who have not volunteered for jury duty and are called for jury duty or are not a party in a civil or criminal court proceeding but are subpoenaed as a witness to attend such a court proceeding, shall be granted leaves with pay while attending court. 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 2. Permanent employees who are subpoenaed as witnesses or who are parties in the following administrative hearings shall be granted leave with pay while attending such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Judge and 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, Courts of Common Pleas, Commonwealth Court and the United States District Court.

ARTICLE 25
MILITARY LEAVE

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

Section 1. Military Reserve

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

(1) Annual active duty for training
(2) Attendance at service schools
(3) Basic training
(4) Short tours of active duty for special projects
(5) Attendance at military conferences and participation in any command post exercise or maneuver which is separate from annual active duty for training or inactive duty training.

b. For military training duty as provided for in Subsection a., 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 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., 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 who leave their jobs for the performance of duty, voluntarily or involuntarily, in any branch of the Armed Forces of the United States, any of its Reserve components or any of its National Guard components, or the commissioned corps of the Public Health Service for the purpose of training or service must be granted military leave without pay. The provisions of Section 3 through Section 6 are consistent with Chapter 43, Part III, of Title 38 United States Code and Military Code, 51 Pa. C.S. §7301 et seq.

b. Employees who are on military leave without pay shall have their duties performed either by remaining employees and their positions kept vacant or by temporary substitutes.

Section 4. Granting, Duration and Expiration

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

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

(2) For initial active duty for training.

(3) For other active or inactive military training duty. Employees who volunteer for additional duty not required as part of routine reserve training shall provide

four weeks' notice, if possible, 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.

c. Military leave without pay shall expire:

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

(3) For periods of service that were less than 31 days, the first full regularly scheduled work period following the period of service or up to eight hours a after an opportunity to return from the place of service to the employee's home.

(4) For periods of hospitalization or convalescence from illness or injury incurred during the period of service, up to two years after the period of service or when recovered, whichever occurs sooner.

(5) For circumstances beyond an employee's control, the above periods may be extended upon determination of such circumstance.

Section 5. Re-employment

Employees have the right to return to employment at the time of or prior to the expiration of military leave upon notifying the agency head/Pennsylvania State System University President of the desire and availability to return to employment, provided the following are met:

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

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

c. For periods of service delineated in Section 4 c. (1) and (4), written application for re-employment is provided to the agency head/Pennsylvania State System University President.

Section 6. Seniority Rights

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

Section 7. Retirement Rights

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

Section 8. Loss of Benefits

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

Section 9. Physical Examination

Employees shall be granted one day's leave with pay for the purpose of undergoing any physical examination that may be required in connection with entering the Armed Forces. An extension of such paid leave, not exceeding two additional days, may be approved by the agency/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 26
QUALITY ASSURANCE PROGRAM

Section 1. In order to encourage the highest standards of treatment by medical and dental personnel employed by the Commonwealth/Pennsylvania State System of Higher Education, the Quality Assurance Program (QAP) was established July 1, 1981. The purpose of this program is to attract, retain, and reward the medical and dental professional. Except as specifically provided below, the payments set forth in Sections 1, 2, and 2.a. of this Article shall apply to all classifications covered by this Agreement except Resident Physicians and Podiatrists.

Section 2. In furtherance of the QAP, an employee of an agency under the Governor's jurisdiction shall be entitled to receive a QAP payment, on or about August 31 of each contract year, based on the number of credited years of service through the last day of the employee's last full pay period in June of the entitlement year.

Contract Year	Paid on or about	Credited years of service by
7/1/09-6/30/10	8/31/10	the last day of the employee's last full pay period in June 2010
7/1/10-6/30/11	8/31/11	the last day of the employee's last full pay period in June 2011
7/1/11 – 6/30/12	8/31/12	the last day of the employee's last full pay period in June 2012

EXAMPLE: Quality Assurance Payment on August 31, 2010 in the amount of $9,000 to an employee who had been hired on May 17, 2005.

RATIONALE: The employee has 5 years of credited service as of June 1, 2010 which equals a payment of $9,000.

a. The amount of the payment to which an employee is entitled will be based on the schedule set forth below that corresponds to his/her credited years of service:

Years of Service	**Contract Years 7/1/09– 6/30/12**
1	$5,000
2	$6,000
3	$7,000
4	$8,000
5	$9,000
6	$10,000
7	$11,000
8	$12,000
9	$13,000
10	$14,000
11	$15,000
12 or more	$16,000
13 or more	$17,000

b. The amounts set forth in Subsection a. above will be pro-rated in accordance with the provisions that follow, with the proviso that an employee who terminates prior to the last day of the employee's last full pay period in June of any year shall not (except as provided in Sections 4 or 5) receive payment for that or any subsequent year.

1. Payments to full-time and part-time employees not in active pay status the full contract year will be pro-rated based upon the employee's number of months of credited service in the contract year, i.e., the number of months in which the employee is in active pay

status at least ten days or 75 hours.

2. Payments to part-time employees will also be prorated by comparing the employee's paid hours (counting one-quarter for each hour on call) to a full-time schedule, i.e., 1956 hours per year (163 hours per month). To be eligible for any payment, an employee must be paid at least 50% of the number of hours that would be worked by a full-time employee with the same number of months of credited service.

Section 3. a. In furtherance of the QAP, each full-time Podiatrist of an agency under the Governor's jurisdiction who is in an active pay status on the last day of the employee's last full pay period in June shall be eligible for a payment of $5,000 for contract years July 1, 2009 through June 30, 2012. Payment will be made to the employee by the following August 31.

b. The entitlement of a full-time Podiatrist of an agency under the Governor's jurisdiction who is not in active pay status the full fiscal year and the entitlement of a part-time Podiatrist will be calculated in accordance with the calculation procedure set forth in Section 2.b. above.

Section 4. An employee who is furloughed after July 1 of any entitlement year and who is not recalled prior to the last day of the employee's last full pay period in June of that entitlement year shall receive payment for that year only, calculated in accordance with the provisions of Sections 2 or 3, as appropriate.

Section 5. Upon the death of an eligible employee who qualified for a Quality Assurance Payment, the Employer will pay a pro-rated Quality Assurance Payment to the employee's estate. No reimbursement to the Employer will be required from the estate of an employee who dies subsequent to receipt of a Quality Assurance Payment.

Section 6. It is understood that employees of the Pennsylvania State System of Higher Education (PASSHE) shall be only be entitled to a QAP for the contract year ending on June 30, 2011, subject to the eligibility requirements outlined in Sections 2 through 5. The Alliance and the PASSHE agree to reopen the provisions of this Article for negotiations for the period of July 1, 2011 to June 30, 2012.

Section 7. Effective as soon as practically possible, the Commonwealth shall provide the QAP to employees in agencies under the Governor's jurisdiction as a pro-rated bi-weekly recurring payment commencing at the beginning of a contract year to replace the annual lump sum payment outlined above.

ARTICLE 27
MISCELLANEOUS PROVISIONS

Section 1. In the event that any provisions of this Agreement are found to be inconsistent with existing federal or state statutes, the provisions of such statutes 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.

Section 2. The Employer and the Alliance 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 Act 188 of 1982, as amended 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. 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 15, Peace and Stability, will remain in full force and effect.

Section 5. At the request of the Alliance, a labor-management committee shall be convened to meet and discuss over concerns related to the recruitment and retention of staff in Alliance-represented classifications in agencies under the Governor's jurisdiction.

Section 6. Within ninety (90) days of the signing of this agreement, the parties shall meet toward the goal of resolving all outstanding grievances related to Quality Assurance and Board Certification payments made to individual employees covered by this agreement.

ARTICLE 28
FAMILY CARE LEAVE

Section 1. After completing one year of service, permanent employees shall be granted, upon written request, up to six months of family care leave without pay with benefits on a rolling twelve month year basis, for the purpose of attending to the medical needs of the employee's spouse, domestic partner, parent, son or daughter or other person qualifying as a dependent who has a serious health condition, as defined by the Family and Medical Leave Act, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave.

Leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve month year. After twelve weeks of absence,

whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks

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

One aggregate six month entitlement of leave without pay with benefits will be provided for family care leave without pay used under this Section, parental leave without pay used under Article 9, Section 1.a., and sick leave without pay used under Article 10, Section 6.a. Leave used under these Articles, as well as military exigency leave used under Article 33, Section 1, will be deducted from the six month entitlement and run concurrently.

After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Article 9, Section 1.a., Article 10, Section 6.a., and/or Article 33, Section 1, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave.

The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 16, Section 4.

Section 2. Employer-paid coverage for life insurance and Employer payments toward coverage for health benefits as provided in Articles 16 and 17 will continue for the period of time the employee is on family care leave under Section 1 of this Article.

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

Section 4. If eligible for paid sick leave, an employee shall be required to use applicable accrued paid sick leave upon commencement of family care leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Employees will not be required to use annual, personal, compensatory, or holiday leave upon commencement of leave without pay; however, if annual, personal compensatory, or holiday leave is used, it also will run concurrently with and reduce such entitlement.

Section 5. During the first six months of absence under Section 1 of this Article, 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

During any extension period, under Section 3 of this Article, the employee, upon written request to return to work, shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency

intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

Section 6. For the purpose of this Article, parent shall be defined as the biological 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 the employee's biological, adopted, or foster child, step-child, legal ward, or child of a person standing in loco parentis, or a biological or adopted child of the employee's domestic 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, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

Section 9. This Article becomes effective July 1, 2011. Absences occurring before July 1, 2011 shall be covered by the provisions of Article 28, Family Care Leave, of the Agreement between the Commonwealth of Pennsylvania and Pennsylvania Doctors Alliance effective July 1, 2005 through June 30, 2009. Absences on June 30, 2011, and continuing on or after July 1, 2011, shall remain covered by the provisions of the July 1, 2005 through June 30, 2009 Agreement until those benefits are exhausted or the employee returns to work, whichever occurs first.

ARTICLE 29
PRESERVATION OF BARGAINING UNIT WORK/ COMMONWEALTH OF PENNSYLVANIA

Section 1. Pursuant to discussions between the parties, the following agreement has been reached with the understanding that it satisfies any and all bargaining obligations relative to subcontracting for the term of the current collective bargaining agreement placed on the parties in accordance with the Public Employe Relations Act.

a. All bargaining unit physician vacancies within an agency shall be posted statewide within that agency for a period of twenty (20) calendar days. These vacancy notices shall be posted on each work location's bulletin board reserved for the posting of general personnel information, including job opportunity notices. Additionally, a copy of each posting shall be mailed to the Pennsylvania Doctors Alliance, c/o Samuel Spear, Esq., at his address.

b. Agencies will seriously consider all transfer requests and approve if possible, subject to continuity of care at the losing facility.

c. Only after the completion of the above process and provided there are no physicians on the Civil Service list(s) willing to accept placement in a vacancy, will an agency then contract for bargaining unit physician services.

d. The above procedure shall be completed before any new contracts for bargaining unit physician services are executed.

e. At the request of the Alliance, individual agencies will meet with the Union to review the recruitment procedures normally utilized to fill bargaining unit vacancies and to discuss possible alternatives.

f. Every six months, January and July, agencies shall provide the Alliance with a listing of agency contract(s) related to bargaining unit services.

ARTICLE 30
PRESERVATION OF BARGAINING UNIT WORK/ PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION

Section 1. These guidelines shall serve to embody the agreement reached between the Pennsylvania State System of Higher Education and the Pennsylvania Doctors Alliance concerning the contracting out of bargaining unit work performed as of July 1, 2005 by employees in rank and file units represented by the Alliance at the particular university affected. The procedures herein shall supersede those contained in Article 29 and Article 21, Section 9 of the Collective Bargaining Agreement.

Section 2. Prior to the award of any outside contract to undertake work within the scope of the work specified above, the university shall notify in writing the designated Alliance representative of its intent to contract out such work.

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

b. For contracts in excess of $5,000, the Alliance shall be allotted 30 calendar days from the notice set forth in this Section, in which to comment and/or meet and discuss with university management with respect to a particular contract. At such time, the Alliance may request and the university shall

provide cost information with respect to the contract in question. Time limits may be extended or reduced by mutual agreement as circumstances dictate.

c. After notification, should the Alliance request to meet and discuss on a particular contract for the purpose of exploring alternatives to the proposed contract, the Alliance must provide specific information on how the work can be accomplished with existing personnel and provide for a reasonable cost savings or improved delivery of service.

d. For contracts of a recurring and/or on-going nature, the university shall present such contracts annually at local meet and discuss with the Alliance.

e. It is recognized that in certain emergency situations, it may not be possible to follow the procedures outlined above. In such instances, the university shall, within 48 hours of the occurrence, notify the designated Alliance representative of the existence of the emergency and the contract.

Section 3. The Pennsylvania State System of Higher Education agrees not to contract out bargaining unit work which would result in the layoff or downgrading of an employee or prevent an available qualified employee from being recalled to work except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service.

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

Section 4. In the event there is no common understanding reached during campus meet and discuss, the contract may be implemented and the Alliance may refer the matter to the Pennsylvania State System of Higher Education, Office of the Chancellor within 15 calendar days of being advised that no common understanding can be reached.

Should the meet and discuss fail to resolve the matter, the Alliance may, within 15 calendar days of the meeting, notify the Office of the Chancellor of its intent to arbitrate the grievance. The parties shall, by mutual agreement, select three persons to serve as arbitrators to hear disputes arising from this agreement. A case shall be assigned to one of the arbitrators on a rotational basis. The initial order of rotation shall be alphabetical based upon the last name of the arbitrators selected. The arbitrator shall issue a binding decision.

Section 5. The Pennsylvania State System of Higher Education and the Pennsylvania Doctors Alliance acknowledge the above represents the results of negotiations conducted under, and in accordance with, the Public Employe Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of bargaining unit work.

ARTICLE 31
POLITICAL ACTION COMMITTEE DEDUCTIONS

Section 1. The Employer agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to the Alliance's Political Action Committee. The Employer shall make such deductions only in accordance with the written authorization of respective employees which shall specify the amount, frequency and duration of the deductions.

Section 2. The Employer shall transmit the monies deducted in accordance with this Article to the Alliance's Political Action Committee in accordance with the procedures agreed to by the Employer and the Alliance.

Section 3. The Alliance shall reimburse the Employer for the Employer's actual cost for the expenses incurred in administering this Article.

Section 4. The Alliance shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 32
LEAVE DONATION PROGRAM

Section 1. Permanent employees may donate annual and personal leave to a designated permanent employee in the employee's agency/university 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/illness or for the catastrophic injury/illness of a family member. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Article 8, Section 5.

Section 2. Recipients

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

a. Family member is defined as a husband, wife, domestic partner, child, step-child, or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria or the child of the employee's domestic partner

b. A catastrophic illness/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.

c. A severe illness or injury must also be documented on a Medical Condition Certification to Receive Leave Donations Form.

e. The absence due to the catastrophic or severe catastrophic illness/injury of the employee or the catastrophic illness of a family member must be for more than 20 workdays in the current leave calendar year. The 20-workday absence may be accumulated on an intermittent basis if properly documented as related to the same catastrophic or severe illness/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/injury and for each leave calendar year in which donated leave is used. Donated leave may not be applied to the required 20-workday accumulation period.

f. All accrued leave must be used as follows before any donation may be received:

(1) For an employee's own catastrophic or severe injury/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 injury or illness of a family member, all accrued annual, personal, holiday, and compensatory leave and all anticipated annual leave for the current leave calendar year must be used. All five days of sick family leave and any additional sick family leave for which the employee is eligible must be used.

g. Up to 12 weeks of donated leave per leave calendar year may be received for all conditions of the employee and family members cumulatively, but donations may not be received in more than two consecutive leave calendar years. Donated leave is added to the recipient's sick leave balance on a biweekly basis. Recipients do not repay the donor for donated leave. Leave usage is monitored closely to ensure that donated leave is used only for absences related to the catastrophic or severe illness/injury.

h. 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.

i. Donated leave may be used on an intermittent basis. However, each absence may be required to be medically documented as due to the same catastrophic or severe illness/~~or~~ injury.

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

k. Donated leave that remains unused once the employee is released by the physician for full-time work, when the family member's condition no longer requires the employee's absence, or at the end of the leave calendar year, must be returned to the donors in inverse order of donation. However, if at the end of the year, the absence is expected to continue beyond the greater of 20 workdays or the amount of annual and sick leave that could be earned and used in the following leave calendar year, donated leave may be carried into the next year.

Section 3. Donors

a. A donor may voluntarily donate annual and personal leave to an employee within the donor's agency/university who meets the requirements of the Leave Donation Program. Donations may be made to multiple employees, as long as the minimum donation is made to each employee.

b. Donations must be made in increments of one day (7.5 hours), but not more than five days can be donated to any one employee in the same leave calendar year. The donor's annual leave balance after donation cannot be less than the equivalent of five workdays of leave (37.5 hours). Anticipated personal leave may not be donated.

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

d. Unused donations are returned to the donor if: the recipient or family member recovers, dies, or separates before the donor's leave is used; or if the recipient does not use the leave by the end of the leave calendar year, and is expected to either return to work within 20 workdays or to have sufficient anticipated leave available in the new year to cover the absence. In accordance with Section 1 above, an employee whose family member dies and who does not have accrued or anticipated sick leave available, may use donated leave as bereavement leave, subject to the limitations in Article 8, Section 5.

Section 4. The provisions of this Article cannot be grieved under Article 14 of this Agreement.

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

Section 6. Notwithstanding the requirements in Sections 1 and 3 of this Article that annual and personal leave donations be from a permanent employee in the employee's agency, in the event that an employee does not receive sufficient donations from employees within the employee's own agency, the employee needing donations will be permitted to seek donations from permanent employees in other agencies under the Governor's jurisdiction within a reasonable geographic distance, through the requesting employee's designated local Human Resource contact. An exception to the reasonable geographic distance limitation will be allowed for relatives of the employee who wish to make donations.

ARTICLE 33
MILITARY EXIGENCY LEAVE

Section 1. After completing one year of service, employees shall be granted up to twelve weeks of military exigency leave without pay with benefits on a rolling twelve month year basis, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. Leave under this Section may be used when an absence arises from the fact that an employee's spouse, parent, son or daughter is on active duty or has been notified of an impending call or order to active duty either 1) in support of a contingency operation as a member of the national guard or a member or retired member of a reserve branch of the armed Forces; or 2) deployed to a foreign country as a member of a regular component of the Armed Forces, for reasons described in the Family and Medical Leave Act.

Leave for this purpose shall be approved on an intermittent or reduced-time basis.

The request, which shall be submitted at least two weeks in advance if circumstances permit, must include documentation supporting the need for military exigency leave.

The twelve week entitlement of leave without pay with benefits under this Article will be reduced by parental leave without pay used under Article 9, Section 1.a., sick leave without pay used under Article 10, Section 6.a., and family care leave without pay used under Article 28, Section 1.

After the employee has used an aggregate of twelve weeks of leave with benefits under this Article; Article 9, Section 1.a.; Article 10, Section 6.a. and/or Article 28, Section 1, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the twelve week entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave.

The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 16, Section 4.

Section 2. Employer-paid coverage for life insurance and Employer payments toward coverage for health benefits as provided in Articles 16 and 17 will continue for the period of time the employee is on military exigency leave under this Article.

Section 3. An employee shall be required to use accrued annual, personal, compensatory and holiday leave upon commencement of military exigency leave. Such annual, personal, compensatory and holiday leave will run concurrently with and reduce the twelve week entitlement to leave without pay with benefits.

Section 4. An employee shall have the right to return to the same position in the same classification held before going on military exigency leave, or to an equivalent position with regard to pay and skill for absences under this Article.

Section 5. For the purpose of this Article, the definition of spouse, parent, son and daughter is defined in the Family and Medical Leave Act as related to military exigency leave.

Section 6. 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. and that leave granted in accordance with this Article shall be designated as leave under the provisions of the Act, where applicable.

ARTICLE 34
MILITARY CAREGIVER LEAVE

Section 1. After completing one year of service, employees shall be granted up to 26 weeks of military caregiver leave without pay with benefits in a single twelve month period beginning with the first date of absence, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. Leave under this Section may be used for the purpose of attending to the medical needs of a servicemember due to the serious injury or illness of that servicemember who is an employee's spouse, parent, son or daughter, or next of kin.

Leave for this purpose shall be approved on an intermittent or reduced-time basis as medically necessary.

The request, which shall be submitted at least two weeks in advance if circumstances permit, must include documentation supporting the need for military caregiver leave.

Up to 26 weeks of military caregiver absence is available for each servicemember and each serious injury or illness, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave. Not more than 26 weeks of leave under this Article may be used within any single twelve month period, beginning with the first date of absence.

The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 16, Section 4.

Section 2. Employer-paid coverage for life insurance and Employer payments toward coverage for health benefits as provided in Articles 16 and 17 will continue for the period of time the employee is on military caregiver leave under this Article.

Section 3. An employee shall be required to use applicable accrued sick family, additional sick family, annual, personal, compensatory and holiday leave. Such sick family, additional sick family, annual, personal, compensatory and holiday leave will run concurrently with and reduce the 26 week entitlement to leave without pay with benefits.

Section 4. An employee shall have the right to return to the same position in the same classification held before going on military exigency leave, or to an equivalent position with regard

to pay and skill for absences under this Article.

Section 5. For the purpose of this Article, the definition of service member, serious injury or illness, spouse, parent, son or daughter, and next of kin is defined in the Family and Medical Leave Act as related to military caregiver leave.

Section 6. 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. and that leave granted in accordance with this Article shall be designated as leave under the provisions of the Act, where applicable.

ARTICLE 35
SAFETY AND HEALTH

Section 1. The Employer will take positive action to assure compliance with laws and regulations concerning the health and safety of employees working in state-owned or leased buildings. Upon written request, the Alliance shall be provided with copies of statistical reports concerning work-related incidents.

ARTICLE 36
TERMINATION

Section 1. This Agreement shall be effective as of July 1, 2009 and shall continue in full force and effect up to and including June 30, 2012.

The parties hereto through their duly authorized officers or representatives and intending to be legally bound, hereby have hereunto set their hands and seals this 28th day of September 2011.

FOR THE
COMMONWEALTH OF PENNSYLVANIA

Kelly Powell Logan
Secretary of Administration

John P. Gasdaska
Commonwealth Chief Spokesperson

FOR THE
PENNSYLVANIA DOCTORS ALLIANCE

Robert Yeager, President
PDA

Samuel Spear, Esquire
PDA Chief Spokesperson

PENNSYLVANIA STATE SYSTEM
OF HIGHER EDUCATION

Dr. John C. Cavanaugh
Chancellor, Pennsylvania State System of Higher Education

APPENDIX A

COMMONWEALTH OF PENNSYLVANIA
PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2009
PAY SCALE TYPE DR

P.S. Level		P.S. Group DR08	P.S. Group DR09	P.S. Group DR10	P.S. Group DR11	P.S. Group DR12	P.S. Group DR13	P.S. Group DR14
01	Hourly	27.73	31.64	35.63	40.12	45.22	51.04	57.70
	Biweekly	**2,079.75**	**2,373.00**	**2,672.25**	**3,009.00**	**3,391.50**	**3,828.00**	**4,327.50**
	Annual*	54,240	61,888	69,692	78,475	88,450	99,834	112,861
02	Hourly	28.33	32.35	36.36	40.90	46.12	52.08	58.92
	Biweekly	**2,124.75**	**2,426.25**	**2,727.00**	**3,067.50**	**3,459.00**	**3,906.00**	**4,419.00**
	Annual*	55,413	63,277	71,120	80,000	90,211	101,868	115,248
03	Hourly	28.98	33.07	37.07	41.74	47.09	53.17	60.10
	Biweekly	**2,173.50**	**2,480.25**	**2,780.25**	**3,130.50**	**3,531.75**	**3,987.75**	**4,507.50**
	Annual*	56,685	64,685	72,509	81,643	92,108	104,001	117,556
04	Hourly	29.62	33.79	37.80	42.58	48.03	54.27	61.38
	Biweekly	**2,221.50**	**2,534.25**	**2,835.00**	**3,193.50**	**3,602.25**	**4,070.25**	**4,603.50**
	Annual*	57,937	66,093	73,937	83,286	93,947	106,152	120,059
05	Hourly	30.30	34.53	38.55	43.45	49.04	55.37	62.67
	Biweekly	**2,272.50**	**2,589.75**	**2,891.25**	**3,258.75**	**3,678.00**	**4,152.75**	**4,700.25**
	Annual*	59,267	67,541	75,404	84,988	95,922	108,304	122,583
06	Hourly	30.94	35.31	39.31	44.30	50.05	56.54	63.93
	Biweekly	**2,320.50**	**2,648.25**	**2,948.25**	**3,322.50**	**3,753.75**	**4,240.50**	**4,794.75**
	Annual*	60,519	69,066	76,890	86,651	97,898	110,592	125,047
07	Hourly	31.64	36.12	40.12	45.22	51.04	57.70	65.27
	Biweekly	**2,373.00**	**2,709.00**	**3,009.00**	**3,391.50**	**3,828.00**	**4,327.50**	**4,895.25**
	Annual*	61,888	70,651	78,475	88,450	99,834	112,861	127,668
08	Hourly	32.35	36.90	40.90	46.12	52.08	58.92	66.64
	Biweekly	**2,426.25**	**2,767.50**	**3,067.50**	**3,459.00**	**3,906.00**	**4,419.00**	**4,998.00**
	Annual*	63,277	72,176	80,000	90,211	101,868	115,248	130,348
09	Hourly	33.07	37.73	41.74	47.09	53.17	60.10	68.03
	Biweekly	**2,480.25**	**2,829.75**	**3,130.50**	**3,531.75**	**3,987.75**	**4,507.50**	**5,102.25**
	Annual*	64,685	73,800	81,643	92,108	104,001	117,556	133,067
10	Hourly	33.79	38.57	42.58	48.03	54.27	61.38	69.50
	Biweekly	**2,534.25**	**2,892.75**	**3,193.50**	**3,602.25**	**4,070.25**	**4,603.50**	**5,212.50**
	Annual*	66,093	75,443	83,286	93,947	106,152	120,059	135,942

COMMONWEALTH OF PENNSYLVANIA
PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2009
PAY SCALE TYPE DR

P.S. Level		P.S. Group DR08	P.S. Group DR09	P.S. Group DR10	P.S. Group DR11	P.S. Group DR12	P.S. Group DR13	P.S. Group DR14
11	Hourly	34.53	39.44	43.45	49.04	55.37	62.67	70.93
	Biweekly	**2,589.75**	**2,958.00**	**3,258.75**	**3,678.00**	**4,152.75**	**4,700.25**	**5,319.75**
	Annual*	67,541	77,145	84,988	95,922	108,304	122,583	138,739
12	Hourly	35.31	40.30	44.30	50.05	56.54	63.93	72.44
	Biweekly	**2,648.25**	**3,022.50**	**3,322.50**	**3,753.75**	**4,240.50**	**4,794.75**	**5,433.00**
	Annual*	69,066	78,827	86,651	97,898	110,592	125,047	141,693
13	Hourly	36.12	41.22	45.22	51.04	57.70	65.27	73.94
	Biweekly	**2,709.00**	**3,091.50**	**3,391.50**	**3,828.00**	**4,327.50**	**4,895.25**	**5,545.50**
	Annual*	70,651	80,626	88,450	99,834	112,861	127,668	144,627
14	Hourly	36.90	42.13	46.12	52.08	58.92	66.64	75.50
	Biweekly	**2,767.50**	**3,159.75**	**3,459.00**	**3,906.00**	**4,419.00**	**4,998.00**	**5,662.50**
	Annual*	72,176	82,406	90,211	101,868	115,248	130,348	147,678
15	Hourly	37.73	43.08	47.09	53.17	60.10	68.03	77.09
	Biweekly	**2,829.75**	**3,231.00**	**3,531.75**	**3,987.75**	**4,507.50**	**5,102.25**	**5,781.75**
	Annual*	73,800	84,264	92,108	104,001	117,556	133,067	150,788
16	Hourly	38.57	44.02	48.03	54.27	61.38	69.50	78.71
	Biweekly	**2,892.75**	**3,301.50**	**3,602.25**	**4,070.25**	**4,603.50**	**5,212.50**	**5,903.25**
	Annual*	75,443	86,103	93,947	106,152	120,059	135,942	153,957
17	Hourly	39.44	45.04	49.04	55.37	62.67	70.93	80.36
	Biweekly	**2,958.00**	**3,378.00**	**3,678.00**	**4,152.75**	**4,700.25**	**5,319.75**	**6,027.00**
	Annual*	77,145	88,098	95,922	108,304	122,583	138,739	157,184
18	Hourly	40.30	46.03	50.05	56.54	63.93	72.44	82.02
	Biweekly	**3,022.50**	**3,452.25**	**3,753.75**	**4,240.50**	**4,794.75**	**5,433.00**	**6,151.50**
	Annual*	78,827	90,035	97,898	110,592	125,047	141,693	160,431
19	Hourly	41.22	47.05	51.04	57.70	65.27	73.94	83.75
	Biweekly	**3,091.50**	**3,528.75**	**3,828.00**	**4,327.50**	**4,895.25**	**5,545.50**	**6,281.25**
	Annual*	80,626	92,030	99,834	112,861	127,668	144,627	163,815
20	Hourly	42.13	48.09	52.08	58.92	66.64	75.50	85.53
	Biweekly	**3,159.75**	**3,606.75**	**3,906.00**	**4,419.00**	**4,998.00**	**5,662.50**	**6,414.75**
	Annual*	82,406	94,064	101,868	115,248	130,348	147,678	167,297

* Approximate annual rates are derived by multiplying the biweekly rates by 26.08 and rounding to the nearest dollar

APPENDIX B

COMMONWEALTH OF PENNSYLVANIA
PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE
EFFECTIVE JANUARY 1, 2010
PAY SCALE TYPE DR

P.S. Level		P.S. Group DR08	P.S. Group DR09	P.S. Group DR10	P.S. Group DR11	P.S. Group DR12	P.S. Group DR13	P.S. Group DR14
01	Hourly	28.15	32.11	36.16	40.72	45.90	51.81	58.57
	Biweekly	**2,111.25**	**2,408.25**	**2,712.00**	**3,054.00**	**3,442.50**	**3,885.75**	**4,392.75**
	Annual*	55,061	62,807	70,729	79,648	89,780	101,340	114,563
02	Hourly	28.75	32.84	36.91	41.51	46.81	52.86	59.80
	Biweekly	**2,156.25**	**2,463.00**	**2,768.25**	**3,113.25**	**3,510.75**	**3,964.50**	**4,485.00**
	Annual*	56,235	64,235	72,196	81,194	91,560	103,394	116,969
03	Hourly	29.41	33.57	37.63	42.37	47.80	53.97	61.00
	Biweekly	**2,205.75**	**2,517.75**	**2,822.25**	**3,177.75**	**3,585.00**	**4,047.75**	**4,575.00**
	Annual*	57,526	65,663	73,604	82,876	93,497	105,565	119,316
04	Hourly	30.06	34.30	38.37	43.22	48.75	55.08	62.30
	Biweekly	**2,254.50**	**2,572.50**	**2,877.75**	**3,241.50**	**3,656.25**	**4,131.00**	**4,672.50**
	Annual*	58,797	67,091	75,052	84,538	95,355	107,736	121,859
05	Hourly	30.75	35.05	39.13	44.10	49.78	56.20	63.61
	Biweekly	**2,306.25**	**2,628.75**	**2,934.75**	**3,307.50**	**3,733.50**	**4,215.00**	**4,770.75**
	Annual*	60,147	68,558	76,538	86,260	97,370	109,927	124,421
06	Hourly	31.40	35.84	39.90	44.96	50.80	57.39	64.89
	Biweekly	**2,355.00**	**2,688.00**	**2,992.50**	**3,372.00**	**3,810.00**	**4,304.25**	**4,866.75**
	Annual*	61,418	70,103	78,044	87,942	99,365	112,255	126,925
07	Hourly	32.11	36.66	40.72	45.90	51.81	58.57	66.25
	Biweekly	**2,408.25**	**2,749.50**	**3,054.00**	**3,442.50**	**3,885.75**	**4,392.75**	**4,968.75**
	Annual*	62,807	71,707	79,648	89,780	101,340	114,563	129,585
08	Hourly	32.84	37.45	41.51	46.81	52.86	59.80	67.64
	Biweekly	**2,463.00**	**2,808.75**	**3,113.25**	**3,510.75**	**3,964.50**	**4,485.00**	**5,073.00**
	Annual*	64,235	73,252	81,194	91,560	103,394	116,969	132,304
09	Hourly	33.57	38.30	42.37	47.80	53.97	61.00	69.05
	Biweekly	**2,517.75**	**2,872.50**	**3,177.75**	**3,585.00**	**4,047.75**	**4,575.00**	**5,178.75**
	Annual*	65,663	74,915	82,876	93,497	105,565	119,316	135,062
10	Hourly	34.30	39.15	43.22	48.75	55.08	62.30	70.54
	Biweekly	**2,572.50**	**2,936.25**	**3,241.50**	**3,656.25**	**4,131.00**	**4,672.50**	**5,290.50**
	Annual*	67,091	76,577	84,538	95,355	107,736	121,859	137,976

COMMONWEALTH OF PENNSYLVANIA
PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE
EFFECTIVE JANUARY 1, 2010
PAY SCALE TYPE DR

P.S. Level		P.S. Group DR08	P.S. Group DR09	P.S. Group DR10	P.S. Group DR11	P.S. Group DR12	P.S. Group DR13	P.S. Group DR14
11	Hourly	35.05	40.03	44.10	49.78	56.20	63.61	71.99
	Biweekly	**2,628.75**	**3,002.25**	**3,307.50**	**3,733.50**	**4,215.00**	**4,770.75**	**5,399.25**
	Annual*	68,558	78,299	86,260	97,370	109,927	124,421	140,812
12	Hourly	35.84	40.90	44.96	50.80	57.39	64.89	73.53
	Biweekly	**2,688.00**	**3,067.50**	**3,372.00**	**3,810.00**	**4,304.25**	**4,866.75**	**5,514.75**
	Annual*	70,103	80,000	87,942	99,365	112,255	126,925	143,825
13	Hourly	36.66	41.84	45.90	51.81	58.57	66.25	75.05
	Biweekly	**2,749.50**	**3,138.00**	**3,442.50**	**3,885.75**	**4,392.75**	**4,968.75**	**5,628.75**
	Annual*	71,707	81,839	89,780	101,340	114,563	129,585	146,798
14	Hourly	37.45	42.76	46.81	52.86	59.80	67.64	76.63
	Biweekly	**2,808.75**	**3,207.00**	**3,510.75**	**3,964.50**	**4,485.00**	**5,073.00**	**5,747.25**
	Annual*	73,252	83,639	91,560	103,394	116,969	132,304	149,888
15	Hourly	38.30	43.73	47.80	53.97	61.00	69.05	78.25
	Biweekly	**2,872.50**	**3,279.75**	**3,585.00**	**4,047.75**	**4,575.00**	**5,178.75**	**5,868.75**
	Annual*	74,915	85,536	93,497	105,565	119,316	135,062	153,057
16	Hourly	39.15	44.68	48.75	55.08	62.30	70.54	79.89
	Biweekly	**2,936.25**	**3,351.00**	**3,656.25**	**4,131.00**	**4,672.50**	**5,290.50**	**5,991.75**
	Annual*	76,577	87,394	95,355	107,736	121,859	137,976	156,265
17	Hourly	40.03	45.72	49.78	56.20	63.61	71.99	81.57
	Biweekly	**3,002.25**	**3,429.00**	**3,733.50**	**4,215.00**	**4,770.75**	**5,399.25**	**6,117.75**
	Annual*	78,299	89,428	97,370	109,927	124,421	140,812	159,551
18	Hourly	40.90	46.72	50.80	57.39	64.89	73.53	83.25
	Biweekly	**3,067.50**	**3,504.00**	**3,810.00**	**4,304.25**	**4,866.75**	**5,514.75**	**6,243.75**
	Annual*	80,000	91,384	99,365	112,255	126,925	143,825	162,837
19	Hourly	41.84	47.76	51.81	58.57	66.25	75.05	85.01
	Biweekly	**3,138.00**	**3,582.00**	**3,885.75**	**4,392.75**	**4,968.75**	**5,628.75**	**6,375.75**
	Annual*	81,839	93,419	101,340	114,563	129,585	146,798	166,280
20	Hourly	42.76	48.81	52.86	59.80	67.64	76.63	86.81
	Biweekly	**3,207.00**	**3,660.75**	**3,964.50**	**4,485.00**	**5,073.00**	**5,747.25**	**6,510.75**
	Annual*	83,639	95,472	103,394	116,969	132,304	149,888	169,800

* Approximate annual rates are derived by multiplying the biweekly rates by 26.08 and rounding to the nearest dollar

APPENDIX C

COMMONWEALTH OF PENNSYLVANIA
PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2010
PAY SCALE TYPE DR

P.S. Level		P.S. Group DR08	P.S. Group DR09	P.S. Group DR10	P.S. Group DR11	P.S. Group DR12	P.S. Group DR13	P.S. Group DR14
01	Hourly	28.71	32.75	36.88	41.53	46.82	52.85	59.74
	Biweekly	**2,153.25**	**2,456.25**	**2,766.00**	**3,114.75**	**3,511.50**	**3,963.75**	**4,480.50**
	Annual*	56,157	64,059	72,137	81,233	91,580	103,375	116,851
02	Hourly	29.33	33.50	37.65	42.34	47.75	53.92	61.00
	Biweekly	**2,199.75**	**2,512.50**	**2,823.75**	**3,175.50**	**3,581.25**	**4,044.00**	**4,575.00**
	Annual*	57,369	65,526	73,643	82,817	93,399	105,468	119,316
03	Hourly	30.00	34.24	38.38	43.22	48.76	55.05	62.22
	Biweekly	**2,250.00**	**2,568.00**	**2,878.50**	**3,241.50**	**3,657.00**	**4,128.75**	**4,666.50**
	Annual*	58,680	66,973	75,071	84,538	95,375	107,678	121,702
04	Hourly	30.66	34.99	39.14	44.08	49.73	56.18	63.55
	Biweekly	**2,299.50**	**2,624.25**	**2,935.50**	**3,306.00**	**3,729.75**	**4,213.50**	**4,766.25**
	Annual*	59,971	68,440	76,558	86,220	97,272	109,888	124,304
05	Hourly	31.37	35.75	39.91	44.98	50.78	57.32	64.88
	Biweekly	**2,352.75**	**2,681.25**	**2,993.25**	**3,373.50**	**3,808.50**	**4,299.00**	**4,866.00**
	Annual*	61,360	69,927	78,064	87,981	99,326	112,118	126,905
06	Hourly	32.03	36.56	40.70	45.86	51.82	58.54	66.19
	Biweekly	**2,402.25**	**2,742.00**	**3,052.50**	**3,439.50**	**3,886.50**	**4,390.50**	**4,964.25**
	Annual*	62,651	71,511	79,609	89,702	101,360	114,504	129,468
07	Hourly	32.75	37.39	41.53	46.82	52.85	59.74	67.58
	Biweekly	**2,456.25**	**2,804.25**	**3,114.75**	**3,511.50**	**3,963.75**	**4,480.50**	**5,068.50**
	Annual*	64,059	73,135	81,233	91,580	103,375	116,851	132,186
08	Hourly	33.50	38.20	42.34	47.75	53.92	61.00	68.99
	Biweekly	**2,512.50**	**2,865.00**	**3,175.50**	**3,581.25**	**4,044.00**	**4,575.00**	**5,174.25**
	Annual*	65,526	74,719	82,817	93,399	105,468	119,316	134,944
09	Hourly	34.24	39.07	43.22	48.76	55.05	62.22	70.43
	Biweekly	**2,568.00**	**2,930.25**	**3,241.50**	**3,657.00**	**4,128.75**	**4,666.50**	**5,282.25**
	Annual*	66,973	76,421	84,538	95,375	107,678	121,702	137,761
10	Hourly	34.99	39.93	44.08	49.73	56.18	63.55	71.95
	Biweekly	**2,624.25**	**2,994.75**	**3,306.00**	**3,729.75**	**4,213.50**	**4,766.25**	**5,396.25**
	Annual*	68,440	78,103	86,220	97,272	109,888	124,304	140,734

COMMONWEALTH OF PENNSYLVANIA
PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2010
PAY SCALE TYPE DR

P.S. Level		P.S. Group DR08	P.S. Group DR09	P.S. Group DR10	P.S. Group DR11	P.S. Group DR12	P.S. Group DR13	P.S. Group DR14
11	Hourly	35.75	40.83	44.98	50.78	57.32	64.88	73.43
	Biweekly	**2,681.25**	**3,062.25**	**3,373.50**	**3,808.50**	**4,299.00**	**4,866.00**	**5,507.25**
	Annual*	69,927	79,863	87,981	99,326	112,118	126,905	143,629
12	Hourly	36.56	41.72	45.86	51.82	58.54	66.19	75.00
	Biweekly	**2,742.00**	**3,129.00**	**3,439.50**	**3,886.50**	**4,390.50**	**4,964.25**	**5,625.00**
	Annual*	71,511	81,604	89,702	101,360	114,504	129,468	146,700
13	Hourly	37.39	42.68	46.82	52.85	59.74	67.58	76.55
	Biweekly	**2,804.25**	**3,201.00**	**3,511.50**	**3,963.75**	**4,480.50**	**5,068.50**	**5,741.25**
	Annual*	73,135	83,482	91,580	103,375	116,851	132,186	149,732
14	Hourly	38.20	43.62	47.75	53.92	61.00	68.99	78.16
	Biweekly	**2,865.00**	**3,271.50**	**3,581.25**	**4,044.00**	**4,575.00**	**5,174.25**	**5,862.00**
	Annual*	74,719	85,321	93,399	105,468	119,316	134,944	152,881
15	Hourly	39.07	44.60	48.76	55.05	62.22	70.43	79.82
	Biweekly	**2,930.25**	**3,345.00**	**3,657.00**	**4,128.75**	**4,666.50**	**5,282.25**	**5,986.50**
	Annual*	76,421	87,238	95,375	107,678	121,702	137,761	156,128
16	Hourly	39.93	45.57	49.73	56.18	63.55	71.95	81.49
	Biweekly	**2,994.75**	**3,417.75**	**3,729.75**	**4,213.50**	**4,766.25**	**5,396.25**	**6,111.75**
	Annual*	78,103	89,135	97,272	109,888	124,304	140,734	159,394
17	Hourly	40.83	46.63	50.78	57.32	64.88	73.43	83.20
	Biweekly	**3,062.25**	**3,497.25**	**3,808.50**	**4,299.00**	**4,866.00**	**5,507.25**	**6,240.00**
	Annual*	79,863	91,208	99,326	112,118	126,905	143,629	162,739
18	Hourly	41.72	47.65	51.82	58.54	66.19	75.00	84.92
	Biweekly	**3,129.00**	**3,573.75**	**3,886.50**	**4,390.50**	**4,964.25**	**5,625.00**	**6,369.00**
	Annual*	81,604	93,203	101,360	114,504	129,468	146,700	166,104
19	Hourly	42.68	48.72	52.85	59.74	67.58	76.55	86.71
	Biweekly	**3,201.00**	**3,654.00**	**3,963.75**	**4,480.50**	**5,068.50**	**5,741.25**	**6,503.25**
	Annual*	83,482	95,296	103,375	116,851	132,186	149,732	169,605
20	Hourly	43.62	49.79	53.92	61.00	68.99	78.16	88.55
	Biweekly	**3,271.50**	**3,734.25**	**4,044.00**	**4,575.00**	**5,174.25**	**5,862.00**	**6,641.25**
	Annual*	85,321	97,389	105,468	119,316	134,944	152,881	173,204

* Approximate annual rates are derived by multiplying the biweekly rates by 26.08 and rounding to the nearest dollar

APPENDIX D

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2009
PAY SCALE TYPE DR

P.S. Level		P.S. Group DR08	P.S. Group DR09	P.S. Group DR10	P.S. Group DR11	P.S. Group DR12	P.S. Group DR13	P.S. Group DR14
01	Hourly	27.32	31.17	35.10	39.53	44.55	50.29	56.85
	Biweekly	**2,049.00**	**2,337.75**	**2,632.50**	**2,964.75**	**3,341.25**	**3,771.75**	**4,263.75**
	Annual*	53,438	60,969	68,656	77,321	87,140	98,367	111,199
02	Hourly	27.91	31.87	35.82	40.30	45.44	51.31	58.05
	Biweekly	**2,093.25**	**2,390.25**	**2,686.50**	**3,022.50**	**3,408.00**	**3,848.25**	**4,353.75**
	Annual*	54,592	62,338	70,064	78,827	88,881	100,362	113,546
03	Hourly	28.55	32.58	36.52	41.12	46.39	52.38	59.21
	Biweekly	**2,141.25**	**2,443.50**	**2,739.00**	**3,084.00**	**3,479.25**	**3,928.50**	**4,440.75**
	Annual*	55,844	63,726	71,433	80,431	90,739	102,455	115,815
04	Hourly	29.18	33.29	37.24	41.95	47.32	53.47	60.47
	Biweekly	**2,188.50**	**2,496.75**	**2,793.00**	**3,146.25**	**3,549.00**	**4,010.25**	**4,535.25**
	Annual*	57,076	65,115	72,841	82,054	92,558	104,587	118,279
05	Hourly	29.85	34.02	37.98	42.81	48.32	54.55	61.74
	Biweekly	**2,238.75**	**2,551.50**	**2,848.50**	**3,210.75**	**3,624.00**	**4,091.25**	**4,630.50**
	Annual*	58,387	66,543	74,289	83,736	94,514	106,700	120,763
06	Hourly	30.48	34.79	38.73	43.65	49.31	55.70	62.99
	Biweekly	**2,286.00**	**2,609.25**	**2,904.75**	**3,273.75**	**3,698.25**	**4,177.50**	**4,724.25**
	Annual*	59,619	68,049	75,756	85,379	96,450	108,949	123,208
07	Hourly	31.17	35.59	39.53	44.55	50.29	56.85	64.31
	Biweekly	**2,337.75**	**2,669.25**	**2,964.75**	**3,341.25**	**3,771.75**	**4,263.75**	**4,823.25**
	Annual*	60,969	69,614	77,321	87,140	98,367	111,199	125,790
08	Hourly	31.87	36.35	40.30	45.44	51.31	58.05	65.66
	Biweekly	**2,390.25**	**2,726.25**	**3,022.50**	**3,408.00**	**3,848.25**	**4,353.75**	**4,924.50**
	Annual*	62,338	71,101	78,827	88,881	100,362	113,546	128,431
09	Hourly	32.58	37.17	41.12	46.39	52.38	59.21	67.02
	Biweekly	**2,443.50**	**2,787.75**	**3,084.00**	**3,479.25**	**3,928.50**	**4,440.75**	**5,026.50**
	Annual*	63,726	72,705	80,431	90,739	102,455	115,815	131,091
10	Hourly	33.29	38.00	41.95	47.32	53.47	60.47	68.47
	Biweekly	**2,496.75**	**2,850.00**	**3,146.25**	**3,549.00**	**4,010.25**	**4,535.25**	**5,135.25**
	Annual*	65,115	74,328	82,054	92,558	104,587	118,279	133,927

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
PHYSICIANS AND RELATED OCCUPATIONS STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2009
PAY SCALE TYPE DR

P.S. Level		P.S. Group DR08	P.S. Group DR09	P.S. Group DR10	P.S. Group DR11	P.S. Group DR12	P.S. Group DR13	P.S. Group DR14
11	Hourly	34.02	38.86	42.81	48.32	54.55	61.74	69.88
	Biweekly	**2,551.50**	**2,914.50**	**3,210.75**	**3,624.00**	**4,091.25**	**4,630.50**	**5,241.00**
	Annual*	66,543	76,010	83,736	94,514	106,700	120,763	136,685
12	Hourly	34.79	39.70	43.65	49.31	55.70	62.99	71.37
	Biweekly	**2,609.25**	**2,977.50**	**3,273.75**	**3,698.25**	**4,177.50**	**4,724.25**	**5,352.75**
	Annual*	68,049	77,653	85,379	96,450	108,949	123,208	139,600
13	Hourly	35.59	40.61	44.55	50.29	56.85	64.31	72.85
	Biweekly	**2,669.25**	**3,045.75**	**3,341.25**	**3,771.75**	**4,263.75**	**4,823.25**	**5,463.75**
	Annual*	69,614	79,433	87,140	98,367	111,199	125,790	142,495
14	Hourly	36.35	41.51	45.44	51.31	58.05	65.66	74.38
	Biweekly	**2,726.25**	**3,113.25**	**3,408.00**	**3,848.25**	**4,353.75**	**4,924.50**	**5,578.50**
	Annual*	71,101	81,194	88,881	100,362	113,546	128,431	145,487
15	Hourly	37.17	42.44	46.39	52.38	59.21	67.02	75.95
	Biweekly	**2,787.75**	**3,183.00**	**3,479.25**	**3,928.50**	**4,440.75**	**5,026.50**	**5,696.25**
	Annual*	72,705	83,013	90,739	102,455	115,815	131,091	148,558
16	Hourly	38.00	43.37	47.32	53.47	60.47	68.47	77.55
	Biweekly	**2,850.00**	**3,252.75**	**3,549.00**	**4,010.25**	**4,535.25**	**5,135.25**	**5,816.25**
	Annual*	74,328	84,832	92,558	104,587	118,279	133,927	151,688
17	Hourly	38.86	44.37	48.32	54.55	61.74	69.88	79.17
	Biweekly	**2,914.50**	**3,327.75**	**3,624.00**	**4,091.25**	**4,630.50**	**5,241.00**	**5,937.75**
	Annual*	76,010	86,788	94,514	106,700	120,763	136,685	154,857
18	Hourly	39.70	45.35	49.31	55.70	62.99	71.37	80.81
	Biweekly	**2,977.50**	**3,401.25**	**3,698.25**	**4,177.50**	**4,724.25**	**5,352.75**	**6,060.75**
	Annual*	77,653	88,705	96,450	108,949	123,208	139,600	158,064
19	Hourly	40.61	46.35	50.29	56.85	64.31	72.85	82.51
	Biweekly	**3,045.75**	**3,476.25**	**3,771.75**	**4,263.75**	**4,823.25**	**5,463.75**	**6,188.25**
	Annual*	79,433	90,661	98,367	111,199	125,790	142,495	161,390
20	Hourly	41.51	47.38	51.31	58.05	65.66	74.38	84.27
	Biweekly	**3,113.25**	**3,553.50**	**3,848.25**	**4,353.75**	**4,924.50**	**5,578.50**	**6,320.25**
	Annual*	81,194	92,675	100,362	113,546	128,431	145,487	164,832

* Approximate annual rates are derived by multiplying the biweekly rates by 26.08 and rounding to the nearest dollar.

APPENDIX E
PHYSICIAN AND RELATED OCCUPATIONS, NON-SUPERVISORY (T4)

Class Code	Class Title	Pay Range	Minimum Step
33300	Disability Physician Specialist 2	12	9
33670	Podiatrist	9	11
33930	Dentist	10	8
37300	Staff Physician MR	12	9
37310	Staff Physician 1	11	11
37320	Staff Physician 2	12	9
37390	Physician Specialist in Internal Medicine	12	9
37500	Staff Psychiatrist	12	13

APPENDIX F
MEDICAL SPECIALTY BOARDS

American Board of Family Practice
American Osteopathic Board of General Practice (equivalent to AMA Board of Family Practice)

American Board of Internal Medicine
American Osteopathic Board of Internal Medicine

American Board of Physical Medicine and Rehabilitation Medicine
American Osteopathic Board of Rehabilitation Medicine

American Board of Psychiatry and Neurology
American Osteopathic Board of Neurology and Psychiatry

American Board of Anesthesiology
American Osteopathic Board of Anesthesiology

American Board of Dermatology
American Osteopathic Board of Dermatology

American Board of Emergency Medicine
American Osteopathic Board of Emergency Medicine

American Board of Internal Medicine (including subspecialties)
American Osteopathic Board of Internal Medicine (including subspecialties)

American Board of Nuclear Medicine
American Osteopathic Board of Nuclear Medicine

American Board of Obstetrics and Gynecology
American Osteopathic Board of Obstetrics and Gynecology
American Osteopathic Board of Obstetrical and Gynecological Surgery
American Board of Orthopedic Surgery
American Osteopathic Board of Orthopedic Surgery

American Board of Otolaryngology
American Osteopathic Board of Ophthalmology
American Osteopathic Board of Ophthalmology and Otorhinolaryngology (including subspecialties)

American Board of Pathology
American Osteopathic Board of Pathology

*American Board of Pediatrics
*American Osteopathic Board of Pediatrics
*Pediatrics defined as care of infants and children to chronological age 18

American Board of Preventive Medicine
American Osteopathic Board of Public Health and Preventive Medicine
American Board of Radiology
American Osteopathic Board of Radiology

American Board of Surgery
American Osteopathic Board of Surgery (including subspecialties)

American Board of Urology

American Board of Allergy and Immunology

American Board of Colon and Rectal Surgery

American Board of Neurological Surgery

American Board of Plastic Surgery

American Board of Thoracic Surgery

American Board of Forensic Psychiatry

APPENDIX G
BOARD CERTIFICATION PAYMENT ENTITLEMENT TABLES

TABLE A
JULY 1, 2009 TO JUNE 30, 2012

Months of Service	Full-Time Employment	75%-99% Employment	50%-74% Employment
12	$5,600.00	$4,200.00	$2,800.00
11	$5,133.33	$3,850.00	$2,566.67
10	$4,666.67	$3,500.00	$2,333.33
9	$4,200.00	$3,150.00	$2,100.00
8	$3,733.33	$2,800.00	$1,866.67
7	$3,266.67	$2,450.00	$1,633.33
6	$2,800.00	$2,100.00	$1,400.00
5	$2,333.33	$1,750.00	$1,166.67
4	$1,866.67	$1,400.00	$933.33
3	$1,400.00	$1,050.00	$700.00
2	$933.33	$700.00	$466.67
1	$466.67	$350.00	$233.33

Example I: An employee's total compensable hours for the entitlement year of July 1, 2006 to June 30, 2007, counting one quarter hour for each hour on call, amount to 900; the employee has been in an active pay status ten or more working days in each of ten calendar months; and the position held would normally be on a 37.5-hour schedule. The percent of a full-time schedule, computed as follows, would be 51% and the amount of the payment would be $2,333.33.

Full-time weekly schedule x 52 weeks per year = 1950 hours
(37.5 hours x 52 weeks)
Average hours worked per month = 90 hours
(900 hours ÷10 months)

Total compensable hours converted to a 12 month schedule = 1080 hours
(90 hours x 12 months)

1080 ÷ 1950 = 55.38% or 55% and the employee would be entitled to a payment based on 50-74% employment for ten months or $2,333.33. See Table A.

Example II: That same employee, in an active pay status ten or more working days in each of twelve calendar months is not eligible for a payment, based on the computations below:

Full-time weekly schedule x 52 weeks per year = 1950 hours
(37.5 hours x 52 weeks)
Average hours worked per month = 75 hours
(900 hours ÷12 months)

Total compensable hours in entitlement years = 900 hours

900 ÷ 1950 = 46.15% or 46% and thus the employee would not be entitled to a payment.

Example III: An employee's total compensable hours amount to 2040, including ten days in each of 12 months. The employee resigns June 17. The employee is not eligible for a payment because he/she was not in the Commonwealth's/Pennsylvania State System of Higher Education's employ on June 30.

APPENDIX H
ACCREDITING BODIES FOR CONTINUING EDUCATION

A. Medicine

1. American Medical Association, Council on Medical Education (CME)
2. Pennsylvania Medical Society
3. Pennsylvania Psychiatric Society

B. Podiatry

1. Council on Podiatric Education on the American Podiatric Association
2. Courses accredited by schools of Podiatric Medicines
3. American Medical Association, Council on Medical Education (CME)

C. Dentistry

1. Pennsylvania Dental Association
2. Philadelphia County Dental Society
3. University of Pittsburgh, University of Pennsylvania, and Temple University
4. Council on Dental Education of the American Dental Association
5. American Medical Association, Council on Medical Education (CME)

D. Osteopathy

1. American Medical Association, Council on Medical Education (CME)
2. American Osteopathic Association, Council on Medical Education (CME)
3. Pennsylvania Medical Association

E. Medical Research

1. American Medical Association, Council on Medical Education (CME)
2. Recognized national organizations in the fields of chemistry, psychology and statistics.

APPENDIX I
EDUCATIONAL LEAVE WITH PAY

Maximum Hours of Educational Leave with Pay

Months of Service	Full-Time Employment	75%-99% Employment	50%-74% Employment
12	50.00	38.00	25.00
11	46.00	35.00	23.00
10	42.00	32.00	21.00
9	38.00	29.00	19.00
8	34.00	25.00	17.00
7	30.00	22.00	15.00
6	25.00	19.00	13.00
5	21.00	16.00	11.00
4	17.00	13.00	9.00
3	13.00	10.00	7.00
2	9.00	7.00	5.00
1	5.00	4.00	3.00

APPENDIX J
DEPARTMENT OF CORRECTIONS
DRUG AND ALCOHOL TESTING PROGRAM

1. POLICY

a. Employees of the Department of Corrections are required to participate in the Drug and Alcohol Testing Program, as outlined below.

b. The following controlled substance and alcohol testing is required:

1) Reasonable Suspicion
2) Return-to-duty
3) Follow-up

c. The split sample collection method will be used for urine samples for purposes of testing for controlled substances. The breath alcohol testing method administered by a trained Breath Alcohol Technician (BAT) using an Evidential Breath Testing device (EBT) will be used for the alcohol testing.

d. Prohibitions for controlled substances.

No employee shall:

1) Perform work when using or being under the influence of any controlled substance, except under instruction of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform the employee's job duties.

2) Perform work if the employee tests positive for controlled substances.

3) Refuse to submit to a controlled substance test.

e. Prohibitions for alcohol

No employee shall:

1) Perform work while being under the influence of alcohol as defined by g. and h. below.

2) Perform work while possessing or using alcohol.

3) Refuse to submit to an alcohol test

f. No supervisor/manager shall:

1) Permit an employee who refuses to submit to controlled substance and/or alcohol tests to perform or continue to perform job functions.

2) Permit an employee to perform or continue to perform work if the Employer has actual knowledge that an employee has tested positive for alcohol and/or controlled substances.

g. Consequences to employees who test 0.02% or greater but less than 0.04% for alcohol (CDL only)

1) Employees will not be permitted to perform work for at least 24 hours.

2) Employees shall be advised of the availability of the State Employees Assistance Program.

3) The employee shall be subject to unannounced follow-up alcohol testing. The number and frequency will consist of at least six tests in the first 12 months following the date of the employee's return to duty.

4) Employees who have a verified positive test result for alcohol during the 12 months following the date of the employee's return to duty shall be referred to SEAP and treated under h. below.

5) Employees who have a verified positive test result for alcohol during the initial hire, 6 or 12 month probationary period shall be terminated.

h. Consequences to employees who test positive for controlled substances or .04% or greater for alcohol or employees who test positive under the provisions of g. (4) above.

1) Employees shall not be permitted to perform work and shall be evaluated by a State Employees Assistance Program substance abuse professional who shall determine what assistance the employee needs in resolving problems associated with the use of controlled substances and/or alcohol.

2) If the employee is determined to require treatment, the substance abuse professional will evaluate the employee's participation in the program and determine whether or not the employee has followed the prescribed rehabilitation program.

3) A return to duty controlled substances and/or alcohol test will be required and the result must be a verified negative.

4) The employee shall be subject to unannounced follow-up controlled substance and/or alcohol testing. The number and frequency of such follow-up testing shall be directed by the SEAP substance abuse professional and will consist of at least six tests in the first 12 months following the date of the employee's return to duty.

5) Employees who have a verified positive test result for controlled substances and/or alcohol during the 12 months following the date of the employee's return to duty shall be terminated.

6) Employees who have a verified positive test result for controlled substances and/or alcohol during the initial hire, 6 or 12 month probationary period shall be terminated.

i. All immediate supervisors of employees and all other supervisors who may be involved in making "reasonable suspicion" decisions as to whether or not an employee may be fit for duty based on observable behavior and should receive a drug and/or alcohol test are required to receive approximately 60 minutes of approved training on controlled substance use, alcohol misuse and reasonable suspicion determinations. This training will be provided by a contractor and will cover the physical, behavioral, speech and performance indicators of use of controlled substances and of probable alcohol misuse.

j. All employees will receive educational material which explains the requirements, policies and procedures of the drug and alcohol testing program. This information will contain prohibitions, consequences, and information on the effects and symptoms of drug and alcohol use. Employees are required to sign a certificate indicating they have received this information. If employees refuse to sign the form indicating they have received this information, they will be subject to appropriate discipline. If employees refuse to sign the forms necessary for them to be tested or refuse to be tested for controlled substances and/or alcohol, the employee will have been deemed to

have tested positive and will be subject to the provisions of h. above.

k. All drug and alcohol testing required by this policy, except for return to duty testing, is considered to be conducted on duty time and thus employees are in compensable status for all time spent providing a urine or breath sample, including travel time to and from the collection site.

l. An employee removed from duty pending the outcome of a reasonable suspicion controlled substance test may use Combined Leave, Annual Leave, Personal Leave, or Leave Without Pay. If the test result is negative, the employee will be made whole for any wages lost, or paid leave used.

m. If an employee is removed from duty and referred to treatment following a positive test for controlled substances and/or alcohol, he/she may use paid sick leave or sick leave without pay consistent with the provisions of the Collective Bargaining Agreement.

2. DEFINITIONS

a. **Alcohol**. The intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or other low molecular weight alcohols, including methyl and isopropyl alcohol.

b. **Alcohol use**. The consumption of any beverage, mixture, or preparation. For employees in the CDL program this definition also includes the consumption of any medication containing alcohol.

c. **Breath Alcohol Technician (BAT)**. An individual who instructs and assists individuals in the alcohol testing process and operates an Evidential Breath Testing (EBT) device.

d. **Controlled Substances.** The controlled substances covered by this policy include cocaine, marijuana, opiates, phencyclidine (PCP), amphetamines, barbiturates, Benzodiapin and Quaaludes (Methaqualine).

e. **Medical Review Officer (MRO).** A licensed physician (medical doctor or doctor of osteopathy) employed by the contractor responsible for receiving laboratory results generated by an Employers drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's confirmed positive test result together with the employee's medical history and any other biomedical

information.

f. **Evidential Breath Testing Device.** A device approved by the National Highway Traffic Safety Administration for the evidential testing of breath.

g. **Reasonable suspicion.** A belief that the employee has violated the controlled substance and/or alcohol prohibitions, based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. Other indicators of reasonable suspicion include: (A) a positive reading from drug interdiction equipment; (B) a positive reaction from a K-9 dog to an employee's property; and (C) notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.

h. **Refusal to submit to testing.** An employee who (a) refuses or fails to provide adequate urine for controlled substances testing without a valid medical explanation after the employee has received notice of the requirement for urine testing; or (b) refuses or fails to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing; (c) engages in conduct that clearly obstructs the testing process.

i. **Positive Test:**

1) Screening test cut off levels:

*a)	Marijuana	50 ng/ml
*b)	Cocaine	300 ng/ml
*c)	Opiates	300 ng/ml
*d)	Phencyclidine	25 ng/ml
*e)	Amphetamines	1,000 ng/ml
**f)	Barbiturates	300 ng/ml
**g)	Benzodiazepine	300 ng/ml
**h)	Quaaludes (Methaqualine)	300 ng/ml

2) Confirmatory test cut off levels:

*a)	Marijuana	15 ng/ml
*b)	Cocaine	150 ng/ml
*c)	Opiates	300 ng/ml
*d)	Phencyclidine	125 ng/ml

*e)	Amphetamines	500 ng/ml
**f)	Barbiturates	200 ng/ml
**g)	Benzodiazepine	200 ng/ml
**h)	Quaaludes (Methaqualine)	200 ng/ml

* These cutoff levels are established consistent with the Mandatory Guidelines for Federal Drug Testing Programs and are subject to change by the Department of Health and Human Services (DHHS). When advances in technology or other considerations warrant identification of these substances in other concentrations and the Department of Health and Human Services (DHHS) changes the Mandatory Guidelines for Federal Drug Testing Programs, the Drug Testing thresholds enumerated above will be changed as of the same effective date.

** These cutoff levels are established with acceptable certified laboratory testing standards and are subject to change when advances in technology or other considerations warrant identification of these substances in other concentrations and the certified laboratory standards are changed.

j. The selected contractor must use a Department of Health and Human Services certified laboratory.

3. RESPONSIBILITIES.

a. Department of Corrections will establish overall policy and administer the program activities by coordinating with the Association to ensure all program activities are coordinated and appropriate communication occurs. Specific responsibilities include:

1) Developing information material to be given to all employees to explain the drug and alcohol testing requirements and applicable policies regarding drug and alcohol use and the consequences.

2) Coordinating with the State Civil Service Commission and the Bureau of State Employment to ensure that employment/recruitment material includes information on the drug and alcohol testing requirements, and that procedures are established to deal with employees who fail the drug and/or alcohol tests.

3) Ensuring that orientation information for covered employees reflects the policies, procedures, testing requirements, and consequences mandated by this program.

4) Ensuring that all appropriate agency management are aware of drug and alcohol policy and program requirements, and that all aspects of the program policies and procedures are coordinated and implemented within the agency.

5) Ensuring that appropriate agency procedures have been established to ensure that drug and alcohol testing occurs as required for:

   a) Reasonable Suspicion
   b) Return-to-duty
   c) Follow-up

6) In conjunction with the Office of Administration ensure that SEAP and the contractor share appropriate information and follow established policies and procedures.

b. Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that the drug and alcohol testing program is implemented, coordinated, and maintained in their respective institutions by:

1) Ensuring that all appropriate supervisors receive the MANDATORY training.

2) Ensuring that appropriate records are maintained only by identified personnel and that strict confidentiality procedures are followed for the testing results.

3) Ensuring that appropriate agency procedures are established for dealing with employees who test positive for drugs and/or alcohol.

c. Agency Human Resource Officer is to assist Institution/Boot Camp/Corrections Community Center Coordinators in ensuring that all personnel program activities affected by the program requirements have been modified to meet these requirements which impact upon the recruitment, hiring, orientation, testing, training, transactions, discipline, labor relations and record keeping activities of the agency.

d. Selected Contractors are responsible for administering the drug and alcohol testing requirements, supervisory training, record keeping and reporting processes consistent with the signed contract and this policy.

e. The Department of Corrections is responsible for developing and/or obtaining educational/procedural materials relating to this program and disseminating such materials to all affected employees.

f. State Employees Assistance Program will coordinate the evaluation and referral of employees who have tested positive for controlled substances and/or alcohol with a substance abuse professional. SEAP will coordinate all aspects of evaluation, treatment and follow up and communicate appropriately with the employee, agency and contractor.

4. PROCEDURES

a. Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that all supervisors who may be involved in a "reasonable suspicion" determination are identified and trained in accordance with these procedures.

b. Reasonable Suspicion Testing for Observable Behavior.

1) An agency supervisor/manager, who has been trained in accordance with the regulations, must require an employee to submit to a controlled substance and/or alcohol test when the supervisor has reasonable suspicion to believe the employee has violated the controlled substance and/or alcohol prohibitions. Upon determining that reasonable suspicion due to observable behavior exists, the agency supervisor/manager should have another supervisor/manager who has been trained in accordance with the regulations, witness the observations.

2) The required observations for controlled substances and alcohol reasonable suspicion testing must be made by a supervisor or manager who is trained in accordance with the following requirements:

a) Supervisors/Managers designated to determine whether reasonable suspicion exists to require an employee to undergo controlled substance and/or alcohol testing must receive the Department of Corrections approved training on controlled substances, alcohol misuse and reasonable suspicion determinations.

b) The training provided by the contractor must cover

the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

3) A written record must be made of the observations leading to a controlled substances and/or alcohol test, and must be signed by the supervisor/manager who made the observations. A separate independently written statement must be signed by the supervisor/manager who witnesses the observations. These reports must be made within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.

4) Department of Corrections must transport the employee to and from the testing site. The employee must be removed from duty until verified test results are received. If the test results are negative, the employee will be returned to work with back pay or the return of paid leave taken.

5) The employee is to be given a form which the employee must present to the testing facility prior to testing. This form will contain employee identification and notification information as well as the name of the agency contact person.

6) The employee must provide the testing site with positive identification in the form of a photo I.D.

c. Reasonable Suspicion for a positive reaction to drug interdiction equipment or a positive reaction by a K-9 dog to an employee's property or notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.

1) If an employee has a positive reaction to drug interdiction equipment in accordance with the Department of Corrections Drug Interdiction Equipment Program, Policy Number 6.3.16, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.

2) If a positive reaction to an employee's property by a K-9 detects the presence of contraband in accordance with the Department of Corrections, K-9 Program, Policy Number 6.3.14, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug

and/or alcohol testing in accordance with this policy.

3) If the Department is notified that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.

d. Return-to-duty testing.

1) If SEAP has determined that the employee requires treatment, SEAP must certify to the agency that an employee identified as needing assistance in resolving problems associated with controlled substance use and/or alcohol misuse was evaluated by a substance abuse professional, the employee followed the rehabilitation program prescribed, and the employee has undergone a return-to-duty controlled substance test with a verified negative result.

2) Before an employeee can be returned to duty, the employee must undergo both alcohol and a controlled substance returned to duty test with negative results.

e. Follow-up testing.

The employee shall be subject to a minimum of six unannounced follow-up controlled substance and/or alcohol tests as directed by the substance abuse professional during the 12 month period following the employees' return-to-duty.

f. Positive controlled substance test results.

1) Upon confirmation of a positive test result, the employee may request a secondary split sample be sent to a different certified laboratory to be analyzed.

2) If an employee has a verified positive test for controlled substances, the Medical Review Officer will inform the employee and the agency contact person, in writing. Prior to verifying a positive result, the MRO will make ever reasonable effort to contact the employee confidentially and afford the employee the opportunity to discuss the test result. If after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO

shall contact a designated management official who shall direct the employee to contact the MRO as soon as possible (within 24 hours).

3) As soon as the agency is notified of a verified positive test result, the agency contact person must ensure that the employee is removed immediately from the performance of work.

g. Maintenance of Records.

1) The Contractor will be responsible for maintaining all records resulting from the administration of drug and alcohol tests under this program. These records will be maintained as outlined in the contract with DOC and will be consistent with the federal requirements.

2) The MRO will notify the employee, in writing, of both positive and negative drug and/or alcohol test results, and the specific controlled substances for which the test was verified positive.

3) With the employee's written consent, the Contractor will provide any of the testing information to another Employer.

4) The Department of Corrections is to establish internal confidential procedures to ensure that testing notifications, test results, and any other data pertaining to the drug and alcohol testing of employee are maintained in a locked file and are released only to authorized personnel as determined by the agency Coordinator.

h. Training.

1) The Contractor will provide drug and alcohol training to supervisors by_____.

2) The Contractor or Agency Human Resource Office will notify Institution/Boot Camp contact persons where and when training will be conducted. This training is mandatory and it is the institution's responsibility to ensure that employees and supervisors receive this training. If an employee/supervisor is unable to participate in the scheduled training, the Institution/Boot Camp Coordinator should be notified and the Coordinator should make alternate arrangements through the employee to receive the training as

soon as possible.

3) No supervisor should be involved in a reasonable suspicion determination unless the supervisor has received the required training.

4) Once the initial training is provided, new supervisors/managers of employees are to be provided the required training from the Contractor or Agency Human Resource Office within 60 days of becoming a supervisor/manager of these employees. Agency Coordinators shall contact the Contractor within 10 days of the employee becoming a supervisor and provide the names and locations of the supervisors/managers in need of training.

5) New employees after _____ will be provided educational material during their orientation regarding the policies and requirements of the drug and alcohol testing program. Prior to any testing, the employee will be provided with additional information. The employee will be required to sign receipt of any information and forms that are provided.

Employees in this bargaining unit who are randomly tested for controlled substances and/or alcohol under the CDL policy and who test positive will be treated under the provisions of this policy.

Employees in this bargaining unit who are tested for controlled substances and/or alcohol due to the employee's assignment to the Drug Interdiction Team and who test positive will be treated under the provisions of this policy.

APPENDIX K
RULES OF THE ACCELERATED GRIEVANCE PROCEDURE

RULE 1 - THE JOINT PENNSYLVANIA STATE COMMITTEE

Section 1. Function

It shall be the sole purpose of the Joint Pennsylvania State Committees to hear unresolved grievances from Step 1. The Joint State Committees shall have the authority to render final and binding decisions on all grievances properly brought before them. The Commonwealth of Pennsylvania and the Pennsylvania State System of Higher Education shall operate separate Joint Pennsylvania State Committees.

Section 2. Composition

All Joint Pennsylvania State Committees shall be made up of an equal number of representatives selected by the respective parties, with half being designated by the Alliance and half designated by the Commonwealth/Pennsylvania State System of Higher Education, from persons not directly involved in the case. Each Committee Panel will consist of a total of six members. In addition, each party shall designate one of its Committee representatives as a Co-Chairperson for the purpose of ensuring the orderly execution of the established procedures.

RULE 2 - MEETING DOCKETS

A docket indicating the cases scheduled to be heard at each Joint State Committee meeting will be furnished by the Office of Administration, Bureau of Labor Relations or the Office of the Chancellor, Labor Relations Unit at least 10 days prior to the date of each meeting. Copies are to be provided to the Pennsylvania Doctors Alliance and the affected Employers, where applicable.

Once the docket has been prepared and distributed to all interested parties, no additional cases can be added to the docket for that meeting, unless agreed upon by the parties. If the Co-Chairperson for the Alliance and the Co-Chairperson for the Employer mutually agree that a case may be heard by the Joint State Committee on short notice, then such case will be placed on a supplemental docket prior to the Joint State Committee meeting.

A discharged employee or employees in cases of conflicting seniority claims shall be notified within a reasonable time prior to the hearing by the party filing the grievance of the time and place of the grievance meeting, and of the employee's rights, including the right to be present at such hearing. In the event the Alliance or Commonwealth/Pennsylvania State System of Higher Education does not give notice to the employee, the Committee nevertheless may, in its discretion, hear and decide the case.

RULE 3 - PROCEDURES ON GRIEVANCES

Section 1. Filing of Grievances

The grievance shall be reduced to writing by the Alliance on a form approved by the respective Joint State Committees. Copies of the same shall be submitted to the Office of Administration, Bureau of Labor Relations for Commonwealth grievances or the Office of the Chancellor, Labor Relations Unit for Pennsylvania State System grievances, the Pennsylvania Doctors Alliance, and the affected Employer (Division of Labor Relations), where applicable.

Section 2. Selection of Panel

The Alliance and the Commonwealth/Pennsylvania State System of Higher Education will select their respective Co-Chairpersons. The position of Acting Chairperson for each Joint State Committee meeting will be alternately filled by each side. Each Co-Chairperson shall select his/her panel members to hear each case on the docket. Any Joint State Committee panel hearing a case shall consist of three representatives designated by each party, and at all times shall consist of an equal number of Employer and Alliance representatives.

In the event any case on the docket affects the work location of any member of the panel, then such panel member shall be removed from the panel for that case and the appropriate Co-Chairperson shall designate another member of his/her group to the Committee to hear that particular case.

No representative of either side who participated in the prior hearing of the case at Step 1 shall be permitted to act as a member of the panel hearing the case at Step 2.

Section 3. Settlements

If a case, after being placed on the Joint State Committee's docket for a particular meeting, is settled by the parties involved, each party shall inform the Co-Chairpersons of the Joint State Committee of the settlement before the meeting when such case is scheduled to be heard.

Section 4. Postponement of Cases

Postponement of cases on the agenda of a Joint State Committee will be permitted only once for each party. Notice of a postponement shall be given to the other party by the fastest possible method of communication upon knowledge of the need to postpone. No subsequent postponements by that party will be permitted by the Joint State Committee.

Section 5. Default

In the event either party in a dispute fails to appear before the Joint State Committee or a panel thereof without an authorized postponement, the Joint State Committee shall render a default decision in favor of the appearing party. If either party in a case which is scheduled to be heard at a particular meeting fails to appear at the time the case is called, that case will be placed at the

end of the docket and will be called again after all of the cases preceding it have been heard. At that time when the case is called for the second time, if the party again fails to appear, the Committee shall render a default decision in favor of the appearing party. However, in any such case, the Co-Chairperson of the group whose representative fails to appear may appoint a member of the Committee, or an alternate, to present the case. Only with the express consent of both Co-Chairpersons shall the State Committee be required to meet on the day following the day of a scheduled meeting because of the failure of a party to appear on the date for which the hearing was scheduled.

RULE 4 - OPERATION OF JOINT PENNSYLVANIA STATE COMMITTEE

Section 1. Rules

The operation of the Joint State Committees shall be in accordance with these Rules of Procedure and such other rules as may from time to time be adopted by the Joint State Committees. Such other rules shall be established by a majority vote of the respective Joint State Committee provided, however, that both the Alliance and the Employer members of the Committee have equal voting power. Whenever an addition or amendment to these Rules of Procedure or other rules is duly adopted or proposed, it shall be presented in writing to the Joint State Committee at a regularly scheduled meeting of the Committee and voted upon at the following meeting.

Section 2. Order of Cases

Docketed discharge cases will be heard during the time period scheduled for the Joint State Committee for which it has been docketed. All other cases will be heard by the Joint State Committee in the order in which the Chairpersons mutually agree.

Section 3. Hearings

In the hearing of a case, either party may present any evidence bearing on the facts of the particular case and may present testimony of witnesses either in person or by written witness statements. However, these statements must contain the following statement:

> "The following statement is being given by me freely and without coercion for official Commonwealth or Pennsylvania State System of Higher Education business and will be considered for all purposes, including actions under the statutes of this Commonwealth, just as though it had been sworn or affirmed before a court of law or formal arbitration panel."

All evidence to be presented must be made known to the other party within a reasonable time prior to the hearing and no later than 48 hours prior to the scheduled meeting of the Joint State Committee. The following are the only permissible exceptions: bargaining history, precedent-setting arbitration awards, precedent-setting settlements, court decisions, and labor board decisions. Failure to comply with this rule by either party shall constitute grounds for the Committee to refuse to consider the evidence in question if an objection to its introduction is raised. During the hearing, only panel members, alternate members of the Joint State

Committee, the parties presenting the case, and those directly involved in the specific case being heard, shall be allowed to sit in the immediate area where the hearing is being conducted. Other members of the Joint State Committee, except for the designated panel hearing the case, shall not participate in the presentation, the discussion, or the questioning.

In discharge, involuntary demotion, suspension, and reprimand cases, the Employer must present its evidence first; in all other cases, the Alliance will present its evidence first. Each party shall declare, prior to the presentation of its case, whether there will be a co-presenter on the respective case. The number of co-presenters shall be limited to two individuals, and a co-presenter shall only supplement the presentation of the case. Both sides will have an opportunity to summarize and rebut; however, when co-presenters are used, only one of the co-presenters may respond during the summation and rebuttal portion of the presentation. After each party has presented its case and its official rebuttal testimony, the panel members will be free to ask questions of the parties. After such questioning, the panel of the Joint State Committee will retire to executive session and will vote, and thereby render its decision. The voting will be conducted by secret ballot if requested by any member of the committee; otherwise, voting by a show of hands will be deemed to be sufficient. When the panel goes into executive session in order to decide the case, all others must retire from the room. After a decision has been reached by a majority vote of the panel, the decision shall be reduced to writing and provided to the parties in a manner agreed upon by the respective Joint State Committee.

Section 4. Recess

A recess may be requested by either party during the hearing of a case. However, if such a request is granted by the Acting Chairperson, it shall not exceed one hour. The Acting Chairperson may also call for recess at any time, but such recess shall not exceed one hour in duration.

Section 5. Minutes

The Employer Co-Chair shall prepare written minutes of each committee meeting, briefly outlining the facts and the decision reached by the Committee in each case heard. Copies of all such minutes and decisions shall be provided to the Alliance. The Office of Administration, Bureau of Labor Relations will provide copies of these documents to all Commonwealth agencies (Divisions of Labor Relations) participating in the AGP for the Commonwealth Joint Pennsylvania State Committee only. Minutes for the Joint State Committee will be approved at the next meeting of the Committee and will form the official record of the Committee action.

Section 6. Time and Place

The Joint Pennsylvania State Committees shall meet on a quarterly basis, unless otherwise mutually agreed.