



MEMORANDUM
OF UNDERSTANDING

BETWEEN

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

AND

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

AND

LOCALS 502 and 506

FIRST-LEVEL SUPERVISORS

September 1, 2014 - August 31, 2017

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PREAMBLE

Pennsylvania's State System of Higher Education (State System), through its representatives, have engaged in dialogue with the International Union, Security, Police, and Fire Professionals of America Locals 502 and 506, hereinafter referred to as the Union, in its capacity as a representative of a group of first-level supervisors, more specifically referred to infra, as provided for under "meet and discuss" requirements of the Pennsylvania Public Employe Relations Act of 1970 (Act 195). Hereinafter, when the term "Employer" is used in this Memorandum, it shall mean State System. As a result of the dialogue, the representatives of the Employer agree to recommend for action and/or approval the following position statement:

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

WHEREAS, The International Union, Security, Police, and Fire Professionals of America Locals 502 and 506, is certified by the Pennsylvania Labor Relations Board as the employee organization elected to represent the employees in this unit; and

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

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

RECOMMENDATION NO. 1 RECOGNITION

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

RECOMMENDATION NO. 2 MANAGEMENT RIGHTS

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

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

structure and selection and direction of personnel.

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

RECOMMENDATION NO. 3 UNION SECURITY

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

a. The employee shall send a certified letter of resignation (return receipt requested) along with the official membership card of the Union to the headquarters of the appropriate local referred to in the Preamble of this Memorandum as well as a copy by regular mail to the university concerned.

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

Section 2. The Employer and the Union hereby agree that all non-members of the Union shall be subject to a fair share fee as provided for in Act 84 of 1988 (S.B. 291) and any amendments thereto.

RECOMMENDATION NO. 4 DUES DEDUCTION

Section 1. The Employer shall deduct the Union biweekly membership dues, initiation fees and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. The rate at which dues are to be deducted, the amount of the initiation fee and the amount of the annual assessment shall be certified to the Employer by the Union, and the Employer shall deduct Union dues at this rate from members' regular biweekly salary and wages (including retroactive salary/wage payments made pursuant to Recommendation 18, Salaries and Wages). The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. This authorization shall be irrevocable by the employee during the term of this Memorandum. When revoked by the employee in accordance with Recommendation 3, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Memorandum.

Section 2. The Employer further agrees to deduct a fair share fee biweekly from all employees in the supervisory unit who are not members of the Union.

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

Section 3. The employee's written authorization for dues payroll deductions shall contain the employee's name, social security number, university where employed, work location, Union name and local number.

Section 4. Where an employee has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Employer shall, in the manner outlined in Sections 1 and 2 above, deduct the Union membership dues that are due and owing for the period for which the employee receives back pay.

Section 5. The dues deduction and fair share fee provisions of this Recommendation shall continue to pertain and be complied with by the Employer with regard to those employees who are promoted from or demoted into the rank and file unit represented by the Union or when any employee is transferred from one position to another position covered by this Memorandum. Dues deductions and fair share fee deductions will be resumed for employees upon their return from leaves of absence without pay or recall from furlough.

Section 6. The Employer shall provide the Union, on a quarterly basis, a list of all employees in the supervisory unit represented by the Union. This list shall contain the employee's name, employee identifier, address, university where employed, class code, work location and whether or not the employee is a member or non-member.

Section 7. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Recommendation.

RECOMMENDATION NO. 5 HOURS OF WORK

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

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

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

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

Section 4. The regular hours of work for any shift shall be consecutive except that they may be interrupted by a meal period.

Section 5. Work schedules showing the employees' shifts, workdays and hours shall be posted on applicable bulletin boards. Except for emergencies, changes shall be posted two (2) weeks in advance.

Where changes are made by the Employer for other than emergency reasons or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules.

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

Section 6. In the event of a change in shift from a pre-established work schedule, employees must be off regularly scheduled work for a minimum of sixteen (16) hours.

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

RECOMMENDATION NO. 6 REST PERIODS

Section 1. All employees shall be permitted a fifteen (15) minute paid rest period (uninterrupted) during each one-half (½) work shift provided the employee works a minimum of three (3) hours in that one-half (½) shift. Whenever practical the employee shall be permitted to take the rest period at the middle of such one-half (½) shift. The Employer, however, shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance.

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

Section 3. Part-time employees shall be granted a fifteen (15) minute rest period during each three and three quarter (3 ¾) hours work period.

RECOMMENDATION NO. 7
MEAL PERIODS

Section 1. All employees shall be granted a meal period, which period shall fall within the third to fifth hours of their work shift, unless emergencies require a variance. Present practices relating to meal periods for part-time employees shall remain in effect.

Section 2. If employees are required to work more than two (2) hours beyond their regular shift quitting time, they will be allowed a meal period at the end of the initial two (2) hour period or sooner. In addition, employees shall be allowed a meal period for each four (4) hours worked beyond each meal period. If an employee works more than three (3) hours after their scheduled quitting time and has not had notice of such work requirement at least two (2) hours before commencement of the regular shift, the Employer shall furnish a meal or compensate the employee for a meal in an amount actually expended and not to exceed \$8.00.

RECOMMENDATION NO. 8
EATING AND SANITARY FACILITIES

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

RECOMMENDATION NO. 9
HOLIDAYS

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

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

The holiday shall be celebrated on the date listed above.

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

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

If a holiday is observed while a permanent full-time employee is on sick leave, annual, or other paid leave status, the employee will receive holiday pay and the day will not be charged against sick, annual, or other paid leave credits.

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

Section 3. If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Recommendation, the employee shall be compensated at one and one-half (1½) times the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 2 above. Paid time off for time worked outside the employee's regularly scheduled shift shall not be in lieu of such holiday pay.

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

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

Section 5. An employee who is scheduled to work on a holiday and is absent for an unauthorized reason on that day shall not be eligible to receive the holiday, holiday pay, or compensatory time off.

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

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

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

Section 8. Whenever the Employer declares a special holiday or part holiday for all employees under the State System's jurisdiction, all permanent employees who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift, if a full holiday is declared, or up to a pro-rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the employee their regular hourly rate of pay in lieu of such equivalent time off with pay.

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

Section 10. In no event shall an employee be entitled to duplicate holiday payment. Time worked during an employee's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 1 of Recommendation 19 of this Memorandum.

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

Section 12. Effective July 1, 2004, or as soon as practically possible thereafter, the State System will participate in the Commonwealth's tax qualified Leave Payout Plan. All employees age fifty-five (55) or over, who separate from service after adoption of the Leave Payout Plan, shall have the leave payouts, otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave, and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided, however, that if the total amount of leave payout is \$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 the leave payout plan) also participates in the State System Alternative Retirement plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v), or 415 to be exceeded for the plan year when such

contributions are aggregated with contributions made to the ARP on behalf of the participant.

RECOMMENDATION NO. 10
PERSONAL LEAVE DAYS

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

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

b. One (1) paid personal leave day per one-half calendar year will be earned in the employee's second calendar year of employment provided the employee has 150 hours (thirty-seven and one half [37½] hour workweek) or 160 hours (forty [40] hour workweek) in an active pay status in each one-half (½) calendar year.

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

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

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

f. Leave service credit earned during all periods of employment with the Commonwealth of Pennsylvania and the State System will be used to determine whether, for purposes of this Section, an employee is in the first calendar year of employment, the second calendar year of employment, the third calendar year of employment, the fourth calendar year of employment, or fifth and subsequent calendar years of employment.

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

supervisory unit at the university shall be given a choice of personal leave in the event of any conflict in selection. Where reasonable opportunities are available for selection of personal leave on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

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

Section 4. Personal leave days shall be non-cumulative from calendar year to calendar year. However, employees will be permitted to carry over personal leave days into the first seven (7) pay periods of the next calendar year. Any days carried over in accordance with this section which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be lost.

Section 5. An employee who becomes ill while on personal leave will not be charged personal leave for the period of illness provided the employee furnishes satisfactory proof of such illness to the Employer upon return to work.

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

Section 7. For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31 and the calendar quarters shall be defined as beginning with the first full pay period in January through the pay period that includes March 31, the first full pay period in April through the pay period that includes June 30, the first full pay period in July through the pay period that includes September 30, and the first full pay period in October through the pay period that includes December 31.

Section 8. Effective July 1, 2004, or as soon as practically possible thereafter, the State System will participate in the Commonwealth's tax qualified Leave Payout Plan. All employees age fifty-five (55) or over, who separate from service after adoption of the Leave Payout Plan, shall have the leave payouts, otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave, and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided, however, that if the total amount of leave payout is \$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 the leave payout plan) also participates in the State System Alternative Retirement plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v), or 415 to be exceeded for the plan year when such contributions are

aggregated with contributions made to the ARP on behalf of the participant.

RECOMMENDATION NO. 11
LEAVES OF ABSENCE

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

Section 2. All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made. Except for such emergency type leaves, the time when leave is taken is within the discretion of the Employer.

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

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

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

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

RECOMMENDATION NO. 12
VACATIONS

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

Maximum Annual Leave Entitlement Per Year

Up to 3 Years of Service:

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

37.5 Hour Workweek: 52.5 Hours (7 days)

40 Hour Workweek: 56 Hours (7 days)

Over 3 Years to 15 Years of Service Inclusive:

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

37.5 Hour Workweek: 112.5 Hours (15 days)

40 Hour Workweek: 120 Hours (15 days)

Over 15 Years to 25 Years of Service Inclusive:

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

37.5 Hour Workweek: 150 Hours (20 days)

40 Hour Workweek: 160 Hours (20 days)

Over 25 Years of Service:

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

37.5 Hour Workweek: 195 Hours (26 days)

40 Hour Workweek: 208 Hours (26 days)

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

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

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

Section 3. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of continuous service with the Employer in the supervisory unit at the university shall be given the choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection period shall be January 1 to the end of February of each calendar year for vacations from March 1 through the end of February of the following year, unless there are existing or subsequent agreements on selection periods at appropriate local levels.

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

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

Section 6. Employees separated for any reason prior to taking their vacation, shall be compensated in a lump sum for the unused vacation they have accumulated up to the time of separation.

Section 7. Unused annual leave shall be carried over from one (1) calendar year to the next provided that in no case shall the amount thus carried over exceed forty-five (45) days (337.5 hours or 360 hours). However, employees will be permitted to carry over Annual Leave in excess of the forty-five (45) day limit into the first seven (7) pay periods of the next calendar year. Any days carried over in accordance with this Section which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be converted to Sick Leave, subject to the 300 day limitation contained in Recommendation 13, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 8. If an employee is required to return to work after commencement of a prescheduled vacation, the employee shall be compensated at one and one-half (1½) times the employee's regular hourly rate of pay for all hours required to work on the prescheduled vacation day or days off. The employee shall be permitted to reschedule such vacation day or days in accordance with Section 3.

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

Section 10. Employees on leave without pay to attend official union conventions or conferences in accordance with Recommendation 16, Section 3, shall have that time included in regular hours paid for purposes of earning annual leave entitlement and credited service under Section 1 above.

Section 11. Permanent employees who have one (1) or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing leave privileges. Permanent employees with less than one (1) year of service since their last date of hire may not anticipate annual leave.

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

An employee may subsequently change a decision to freeze the earned, unused annual leave by submitting a written request for a lump sum payment for the annual leave. Payment will be made within thirty-five (35) days of the date on which the request is received by the Employer, and will be at the rate of pay in effect on the last day of employment prior to the date of furlough.

If the employee is re-employed during the furlough recall period, annual leave which was frozen will be reinstated. If the employee is not re-employed prior to the expiration of the furlough recall period, the employee shall be paid off in lump sum for all frozen earned, unused annual leave at the rate of pay in effect on the last date of employment prior to the date of furlough.

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

Section 14. Effective July 1, 2004, or as soon as practically possible thereafter, the State System will participate in the Commonwealth's tax qualified Leave Payout Plan. All employees age fifty-five (55) or over, who separate from service after adoption of the Leave Payout Plan, shall have the leave payouts, otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave, and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided, however, that if the total amount of leave payout is \$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 the leave payout plan) also participates in the State System Alternative Retirement plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v), or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

RECOMMENDATION NO. 13 SICK LEAVE AND BEREAVEMENT LEAVE

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

Maximum Sick Leave Entitlement Per Year

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

37.5 Hour Workweek: 97.5 Hours (13 days)
40 Hour Workweek: 104 Hours (13 days)

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

Section 2. Employees shall earn sick leave from their date of hire and may accumulate sick leave up to a maximum of 300 days (2250 or 2400 hours).

Section 3. A doctor's certificate is required for an absence from work due to sickness for three (3) or more consecutive days. For absences of less than three (3) days, a doctor's certificate may be required where in the opinion of the Employer, the employee has been abusing the sick leave privilege. The total circumstances of an employee's use of sick leave rather than a numerical formula shall be the basis upon which the Employer's final determination is made that the employee is abusing sick leave. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

Section 4. Where sickness in the immediate family requires the employee's absence from work, employees may use not more than five (5) days of such sick leave entitlement in each calendar year for that purpose. Immediate family for the purposes of this Section is defined as the following persons: spouse, child, stepchild, foster child, parent, brother or sister of the employee. The Employer may require proof of such family sickness in accordance with Section 3 above.

Section 5. Where a family member's serious health condition requires the employee's absence from work beyond twenty (20) days (150/160 hours as applicable) in a calendar year, permanent employees with at least one (1) year of service may use accrued sick leave, in addition to that provided by Section 4 above.

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

Leave Service Credit

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

Sick Family Allowance

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

b. During the initial twenty (20) days (150/160 hours) of absence, paid annual and personal leave and/or unpaid leave shall be used and may include leave provided under Section 4 above. The additional sick family leave allowance must be used prospectively, and may not be retroactively charged for any of the initial twenty (20) days (150/160 hours). A separate twenty (20) day (150/160 hour) requirement must be met for each different serious health condition and/or family member and for each calendar year, even if not all of the additional days were used during the previous calendar year.

c. The initial twenty (20) days (150/160 hours) of absence may be accumulated and the additional leave may be used on an intermittent basis.

d. Proof of the family member's serious health condition as defined by the Family and Medical Leave Act must be provided on the Employer's Serious Health Condition Certification form. Proof may be required for each absence during the twenty (20) day (150/160 hour) period and subsequent additional sick family leave period.

e. Family member for the purposes of this Section is defined as the following persons: spouse, child, stepchild, foster child, or parent of the employee or any other person qualifying as

a dependent under IRS eligibility criteria.

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

Section 7.

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

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

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

- (1) Superannuation retirement with at least five (5) years of credited service in the State and/or Public School Retirement Systems, or
- (2) Disability retirement, which requires at least five (5) years of credited service in the State and/or Public School Retirement Systems, or
- (3) Other retirement with at least twenty-five (25) years of credited service in the State and/or Public School Retirement Systems, or
- (4) After seven (7) years of service, death prior to retirement or separation from service except as provided in Section 8.

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

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

Section 8. When an employee dies as the result of a work-related accident, the Employer will pay 100% of the employee's unused sick leave unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case the Employer will pay 30% of the employee's unused sick leave to ninety (90) days. Such payment shall not be made for part days of accumulated sick leave.

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

Section 10. Employees on leave without pay to attend official union conventions or conferences in accordance with Recommendation 16, Section 3, shall have that time included in regular hours paid for the purpose of earning sick leave entitlement in accordance with Section 1 above.

Section 11. Permanent employees who have one (1) or more years of service since their last date of hire may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing leave privileges. Permanent employees with less than one (1) year of service since their last date of hire may not anticipate sick leave.

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

Section 12. For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

Section 13. Effective July 1, 2004, or as soon as practically possible thereafter, the State System will participate in the Commonwealth's tax qualified Leave Payout Plan. All employees age fifty-five (55) or over, who separate from service after adoption of the Leave Payout Plan, shall have the leave payouts, otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave, and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided, however, that if the total amount of leave payout is \$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 the leave payout plan) also participates in the State System Alternative Retirement plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v), or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

RECOMMENDATION NO. 14 CIVIL LEAVE

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

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

or

b. Who are not a party in a civil or criminal court proceeding, but are subpoenaed as a witness to attend such a court proceeding to fulfill their civic duty or serve in the interest of their employing university. However, an employee in this unit who is requested to appear in a court or hearing as a result of their performance of official duties for a secondary employer, which is not a civil duty or serving in the interest of their employing university, shall not be granted civil leave and shall appear on their own time which may be charged to annual or personal leave. If leave is not available, leave without pay for such purpose shall be granted.

Civil leave shall be granted for that period of time (including reasonable travel time) when the employee's regularly scheduled work is in conflict with the required court attendance time. An employee shall be eligible to receive a maximum of one (1) day's pay at their regular straight time rate (one [1] full shift) for any civil leave usage.

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

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

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

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

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

Section 4.

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

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

RECOMMENDATION NO. 15 MILITARY LEAVE

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

Section 1. Military Leave

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

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

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

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

Section 2. Pennsylvania National Guard

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

- (1) Annual active duty for training
- (2) Attendance at service schools
- (3) Basic training
- (4) Short tours of active duty for special projects

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

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

c. Military leaves with compensation shall also be granted to members of the Pennsylvania National Guard on all working days during which, as members of the Pennsylvania National Guard, they shall be engaged in the active service of the Commonwealth as ordered by the Governor when an emergency in the Commonwealth occurs or is threatened, or when tumult, riot or disaster shall exist or is imminent. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

Section 3. General

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

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

Section 4. Granting, Duration and Expiration

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

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

(2) For initial active duty for training.

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

b. Military leave without pay is available for five (5) years plus any involuntary service during wartime or national emergency. The five (5) years is cumulative throughout employment.

- c. Military leave without pay shall expire:
- (1) For periods of more than 180 days, no more than ninety (90) days after the completion of the service.
 - (2) For periods of service of more than thirty (30) days but less than 181 days, no more than fourteen (14) days after the completion of the service.
 - (3) For periods of service that were less than thirty-one (31) days, the first full regularly scheduled work period following the period of service or up to eight (8) hours after an opportunity to return from the place of service to the employee's home.
 - (4) For periods of hospitalization or convalescence from illness or injury incurred during the period of service, up to two (2) years after the period of service or when recovered, whichever occurs sooner.
 - (5) For circumstances beyond an employee's control, the above periods may be extended upon demonstration of such circumstances.

Section 5. Re-employment

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

- a. The employee is capable of performing the essential functions of the position.
- b. For temporary employees, the temporary position has not yet expired.
- c. For periods of service delineated in Section 4, c. (1) and (4), written application for reemployment is provided to the State System University President or his or her designee.

Section 6. Seniority Rights

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

Section 7. Retirement Rights

Employees who are granted military leaves may, under conditions provided in the Military Code (51 P.S. 7306) and Chapter 43, Part III of Title 38, United States Code, and in accordance with procedures prescribed by the State Employees' Retirement Board and the Public School Employees'

Retirement Board, choose either to continue or discontinue making regular payments into their retirement accounts.

Section 8. Loss of Benefits

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

Section 9. Physical Examination

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

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

RECOMMENDATION NO. 16
LEAVES OF ABSENCE WITHOUT PAY

Section 1. Employees may be granted leaves without pay at the sole discretion of the Employer for any reason for a period not to exceed two (2) years.

Section 2. Employees who are elected or appointed as Union officials or representatives shall, at the written request of the employee, be granted leaves without pay for the maximum term of office, not to exceed three (3) years. Such leaves may be renewed or extended by written mutual consent of the Union and the Employer.

Section 3. Union officials or elected delegates shall be granted up to six (6) weeks leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official union conventions or conferences.

Employees who have been selected, elected or appointed as Union representatives or officials may be granted leave without pay for a maximum of twenty (20) days per calendar year for the purpose of conducting State System/Union business without loss of seniority credit. Such leave is to be properly requested in advance and will be granted subject to management's responsibility to maintain efficient operations.

Section 4. After completing one (1) year of service, an employee may be granted a leave of absence without pay at the sole discretion of the Employer for educational purposes. Such leave shall not exceed one (1) year and shall not be granted more than once every four (4) years.

Section 5.

a. After completing twelve (12) months 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 (900 hours for permanent part-time employees). If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted for less than two (2) consecutive weeks. The request, which shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return.

If requested and properly documented as medically necessary, leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve 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, except as described in subsection 5.d. below. For eligible permanent part-time employees, both the six month and 12 week entitlements provided by this subsection will be pro-rated based on the employee's percentage of full-time regular hours worked.

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

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

d. Intermittent or reduced-time sick leave without pay may be approved for absences after the first 12 weeks of the six month leave entitlement to leave without pay with benefits when due to a catastrophic illness or injury of the employee that poses a direct threat to life or the vital function of major bodily systems or organs, and would cause the employee to take leave without pay

or terminate employment. All accrued and anticipated leave must be used before granting leave without pay under this subsection. Such leave without pay used will run concurrently with and reduce the six month entitlement to leave without pay with benefits.

e. 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 Recommendation 17, Section 1.a., and family care leave without pay used under Recommendation 43, Section 1. Leave used under these Recommendations, as well as military exigency leave used under Section 12 below, will be deducted from the six month entitlement and run concurrently.

f. After the employee has used an aggregate of six (6) months of leave without pay with benefits under this Section, Recommendation 17, Section 1.a., Recommendation 43, Section 1, and/or military exigency leave under Section 12 below, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six 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 (900 hours for permanent part-time employees).

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

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

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

Leave under this Section shall not be used on an intermittent or reduced-time basis. Upon certification from the employee's doctor that the employee is able to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which the university intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which the university intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position 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, and the university intends to fill the position.

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

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

subsection 5.a. of this Recommendation.

Section 8. Up to six months of leave without pay without benefits may be granted to employees with less than one year of employment since the most recent hire date, provided the absence is at least two consecutive weeks in duration; however, only one occasion within a twelve month rolling year may be approved.

Section 9. Upon the expiration of any approved leave of absence without pay, except as provided in Section 6 above, Recommendation 17, Section 3, Recommendation 25, Section 7, and in Recommendation 43, Section 5, the employee is entitled to return to a position in the same or equivalent classification within the university, subject to the furlough provisions of Recommendation 28, Seniority.

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

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

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

Section 13. Leaves of absence under this Recommendation which commence prior to April 1, 2015 will be administered under the terms of the September 1, 2011 – August 31, 2014 Memorandum. Leaves of absence under this Recommendation commencing on or after April 1, 2015 will be administered under the terms of this Memorandum.

RECOMMENDATION NO. 17 PARENTAL LEAVE

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 (900 hours for permanent part-time employees). Leave under this Section may be approved on an intermittent or reduced-time basis during the first twelve weeks of absence. After twelve weeks of absence, subsequent leaves may be approved on a reduced-time basis; subsequent leaves taken

intermittently or continuously in the rolling twelve month year shall not be approved for periods less than two consecutive weeks. For eligible permanent part-time employees, both the six month and 12 week entitlements provided by this subsection will be pro-rated based on the employee's percentage of full-time regular hours worked.

b. 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 Recommendation 16, Section 5.a., and family care leave without pay used under Recommendation 43, Section 1. Leave used under these Recommendations, as well as military exigency leave used under Recommendation 16, Section 12, 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, Recommendation 16, Section 5.a., Recommendation 43, Section 1, and/or military exigency leave used under Recommendation 16, Section 12, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six 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 (900 hours for permanent part-time employees).

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 Recommendation 24, Section 3.

Section 2. Granting Leave

a. An employee shall submit written notification to the immediate supervisor stating the anticipated duration of the leave at least two (2) weeks in advance if circumstances permit. Parental leaves shall begin whenever employees request on or after the birth, adoption, or foster care placement. However, it may be used prior to the date of custody or placement, when required for the adoption or placement to proceed. No parental leave shall be granted beyond one (1) year from the date of birth, of assuming custody of an adopted child or of placement of a foster child.

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

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

Section 3. Re-employment

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

During any extension period, under Section 1.d. of this Recommendation, 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 the university intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which the university intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position 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 and the university intends to fill the position.

Section 4. Seniority Rights

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

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

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

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

Section 6. Benefits

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

Section 7. Guidelines

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

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

Section 9. Leaves of absence under this Recommendation which commence prior to April 1, 2015 will be administered under the terms of the September 1, 2011 – August 31, 2014 Memorandum of Understanding. Leaves of absence under this Recommendation commencing on or after April 1, 2015 will be administered under the terms of this Memorandum of Understanding.

RECOMMENDATION NO. 18
SALARIES AND WAGES

Section 1.

a. Effective September 1, 2014, Security Officer 2's in an active pay status will receive a two percent (2.0%) general pay increase as reflected in the September 1, 2014 Pay Schedule in Appendix A, entitled Security Officer 2.

b. Effective September 1, 2014, Police Supervisors in an active pay status will receive a two percent (2.0%) general pay increase as reflected in the September 1, 2014 Pay Schedule in Appendix B, entitled Police Supervisor.

c. Effective September 1, 2015, Security Officer 2's in an active pay status will receive a one percent (1.0%) general pay increase as reflected in the September 1, 2015 Pay Schedule in Appendix C, entitled Security Officer 2.

d. Effective September 1, 2015, Police Supervisors in an active pay status will receive a one percent (1.0%) general pay increase as reflected in the September 1, 2015 Pay Schedule in Appendix D, entitled Police Supervisor.

e. Employees covered by this Memorandum who terminate employment prior to the effective date of ratification of this Memorandum by the Board of Governors will not be eligible for the retroactive salary increases reflected in a. and b. above.

f. Employees must be in the SPFPA meet and discuss unit on the effective date of ratification of this Memorandum by the Board of Governors in order to be eligible for the increase.

Section 2.

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

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

Section 3.

a. Employees covered by this Memorandum who have been employed continuously by the Employer since September 30, 2013, will be eligible to receive a one (1) step service increment effective on the first day of the first full pay period in September 2014.

b. Employees covered by this Memorandum who terminate with at least one (1) year of continuous service with the Employer since their most recent appointment and who are reemployed within six (6) months from the date of termination or furlough will be eligible to receive the one (1) step service increment outlined in subsection a. if they are in an active pay status on the effective date of the increment.

c. During the term of this Memorandum, employees who are at or above the maximum step of their pay range at the time they become eligible for a service increment as outlined in subsection a. shall receive the annual amount of a two and one-quarter percent (2.25%) increase in the form of a one (1) time cash payment rounded to the nearest dollar.

d. Employees covered by this Memorandum who terminate employment prior to the effective date of ratification of this Memorandum by the Board of Governors will not be eligible for the retroactive salary increase reflected in a. above.

e. Employees must be in the SPFPA meet and discuss unit on the effective date of ratification of this Memorandum by the Board of Governors in order to be eligible for the increase.

Section 4.

a. When an employee covered by this Memorandum is promoted to another classification in a higher pay range, the employee shall receive an increase of four (4) steps for each pay range the employee is promoted or to the minimum of the new pay range, whichever is greater.

b. When an employee covered by this Memorandum 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 (4) steps for each pay range the employee is demoted or to the maximum of the new pay range, whichever is lesser.

Section 5. The cash payments provided for in this Recommendation shall not be added to the employee's base salary.

Section 6. An employee in an inactive pay status shall, upon return to active status, be entitled to the service increment outlined in Section 3.

Section 7. 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 8. The State System and SPFPA agree to reopen for discussion the provision of Recommendation 18, Salaries and Wages, with respect to a general pay increase and/or service step increment for the year beginning September 1, 2016 and ending August 31, 2017.

RECOMMENDATION NO. 19 OVERTIME

Section 1. One and one-half (1½) of the employee's regular hourly rate of pay shall be paid for work under the following conditions:

a. For any work performed in excess of eight (8) hours in any workday or in excess of forty (40) hours in any workweek.

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

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

a. Hours worked, excluding standby time.

b. Rest periods.

c. Holidays, except:

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

(2) Where the employee is paid for compensatory time earned as a result of working a holiday.

d. Annual leave.

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

Section 3. By mutual agreement between the Employer, the Union and the employee involved, compensatory time at the appropriate rate may be granted in lieu of premium overtime pay. Such compensatory time is to be granted within the 120-calendar day period succeeding the date on which the overtime is worked. The compensatory time off shall be scheduled for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the compensatory time is not granted within this time period, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off. By mutual consent of the Employer and employee involved, such scheduling period may be extended an additional thirty (30) calendar days.

Section 4. The Employer will attempt to equalize overtime during each one-half (½) calendar year between or among the employees within the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work among those employees who have stated a willingness to work overtime. In the event that there is an insufficient number of volunteers, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees who has had the least assigned overtime on a non-volunteer basis during that period.

An employee declining overtime shall be credited with the overtime worked by the employee accepting or assigned to the overtime for equalization purposes. Employees may be passed over in order to comply with the equalization requirements.

An employee submitting a written statement of willingness to work overtime or withdrawing the written statement of willingness to work overtime after the beginning of a six-month equalization period shall be credited for equalization purposes with an amount of overtime equal to the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time of submitting or withdrawing the statement. This paragraph shall be superseded by any existing or subsequent procedure mutually agreed upon in writing by the Employer and the Union at the university level.

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

Equalization units may be changed by a memorandum between the parties. If either party requests a change to an established equalization unit, the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party can

request that an unresolved equalization unit issue within a particular university be submitted to a committee consisting of representatives of the Union and representatives of the Office of the Chancellor and the university. The Committee will determine the applicable equalization units through meet and discuss.

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

Section 5. Employees who are required to remain on duty during meal periods shall be compensated for these periods at the appropriate rate of pay. Employees who are not permitted to take rest periods during their regular shifts shall have that time counted as time worked in addition to that which is provided for in Section 2.

Section 6. Payment for overtime is to be made on the payday of the first pay period following the pay period in which the overtime is worked. For the purpose of this Section, and in the determination of this time, pay periods will be considered as after-the-fact.

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

Section 8. Effective July 1, 2004, or as soon as practically possible thereafter, the State System will participate in the Commonwealth's tax qualified Leave Payout Plan. All employees age fifty-five (55) or over, who separate from service after adoption of the Leave Payout Plan, shall have the leave payouts, otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave, and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided, however, that if the total amount of leave payout is \$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 the leave payout plan) also participates in the State System Alternative Retirement plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v), or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

RECOMMENDATION NO. 20
SHIFT DIFFERENTIAL

Section 1. An employee whose work shift consisting of seven and one half (7½) or eight (8) work hours on a scheduled work day begins before 6:00 a.m. or at or after 12:00 noon will be paid a shift differential of \$1.00 per hour for all hours worked on that shift.

Section 2. Employees who work overtime on their shift as described in Section 1 or who work not less than a full seven and one half (7½) or eight (8) hour shift which begins before 6:00 a.m. or at or after 12:00 noon on a day other than a scheduled work day will receive the shift differential for each non-premium hour worked and will have the shift differential included in the base rate for the purpose of computing the appropriate overtime premium rate. An employee who works overtime after or before a scheduled shift for which shift differential is not applicable, whether or not the overtime work is for a full seven and one half (7½) or eight (8) hour shift, shall not receive shift differential or have it included in the base rate for computing the overtime premium rate.

RECOMMENDATION NO. 21
CALL TIME

Employees who have been called into work outside of their regular shift schedule shall be paid at the appropriate rate for the hours worked or a minimum of three (3) hours' pay at the employee's regular straight time hourly rate, whichever is greater. Call time pay begins when employees report to their assigned work site ready for work. Employees will be permitted to leave the work site when the work assignment that is the reason for the call time is completed unless the employee's scheduled work shift has commenced. There shall be no duplication of hours or pay.

RECOMMENDATION NO. 22
STANDBY TIME

An employee is on standby during the period that the employee is required to remain at home and to be available for emergencies. Only employees who are required to be on standby are entitled to the compensation hereafter set forth. Such employees shall, at the Employer's discretion, either be paid twenty-five percent (25%) of their regular base pay for such standby time or receive compensatory time off equivalent to twenty-five percent (25%) of such standby time. Employees shall be considered to be on standby time until officially released. Standby time shall not be considered hours worked for the purpose of overtime computation. An employee shall not be considered to be on standby time while the employee is being paid for call time.

RECOMMENDATION NO. 23
LIFE INSURANCE

Section 1. The Employer shall continue to assume the entire cost of the insurance coverage for eligible employees as set forth in the currently existing life insurance plan as modified by Section 2.

The amount of insurance is based on the employee's annual pay rate in effect on the preceding January 1, rounded to the nearest \$1,000, but not to exceed \$40,000. The amount will be reduced to sixty-five percent (65%) on the date the insured individual reaches age seventy (70) and to fifty percent (50%) on the date the insured individual reaches age seventy-five (75).

Section 2.

a. Permanent employees who are granted sick leave without pay, parental leave without pay, or family care leave without pay will continue to receive 100% Employer-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 (6) months may remain in the program for an additional six (6) month period by paying the entire premium.

Permanent employees who are granted injury leave (paid or unpaid) will continue to receive 100% Employer-paid coverage under the current life insurance plan for up to twelve (12) months or, if only paid leave is used, beyond twelve (12) months until the paid leave is exhausted.

b. Except as provided in c. below, those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental, family care, or injury leave for longer than one (1) full pay period may remain in the program for up to one year by paying the entire premium.

c. Permanent employees who are regularly placed on leave without pay for one (1) to three (3) months every year due to cyclical work schedules or weather conditions will continue to receive 100% Employer-paid coverage for the period they are on leave. If the leave extends beyond the regular leave period, employees may remain in the program for up to one (1) year by paying the entire premium.

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

RECOMMENDATION NO. 24 HEALTH BENEFITS

Section 1. Health Benefits Eligibility

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

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

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

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

d. Spouse Coverage

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

Section 2. Employee Health Care Choices

Eligible employees shall be provided an annual opportunity to make health plan enrollment changes. The health plan option available to eligible employees is a Preferred Provider Organization (PPO) plan. As described in Appendix I, employees who reside within the service area of the UPMC HMO plan may also have the choice to elect coverage in the UPMC HMO plan.

Section 3. Employee Premium Contribution

a. Full-Time

- (1) All participating active full-time employees shall contribute on a pre-tax basis through bi-weekly payroll deductions, at a flat rate of fifteen percent (15%) of the State System's expected costs developed by the insurance carrier for the type of contract for the chosen health and prescription drug plan for the fiscal year.
- (2) Contributions shall be established by plan based on the following demographic tiers; single, two-party, and family.
- (3) The State System will continue to offer a health care management program

(wellness program) to all eligible employees in consultation with the Health Care Cost Containment Committee as provided for in Appendix F. Active eligible full-time employees and covered spouses must complete the requirements of the health care management program (wellness program) when available by the cut off dates in order to contribute at the participation levels in Section 3.a.(1) above.

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

An additional ten percent (10%) which shall bring the total premium contribution for non-participants to twenty-five percent (25%) of the State System’s expected costs developed by the insurance carrier for the type of contract for the chosen health and prescription drug plan for the fiscal year.

Below is a chart describing the provisions set forth above:

Premium Contribution	Wellness Program Non-Participant Increase	Total Wellness Program Non-Participant Premium Contribution
15%	10%	25%

- (5) Full-time employees enrolled in the UPMC HMO shall not experience the increases for non-participants as set forth in (4) above.

b. Part-Time

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

An additional five percent (5%) which shall bring the total premium contribution for non-participants to sixty-two and one-half percent (62.5%) of the State System's expected costs developed by the insurance carrier for the type of contract for the chosen health and prescription drug plan for the fiscal year.

Below is a chart describing the provisions set forth above:

Premium Contribution	Wellness Program Non-Participant Increase	Total Wellness Program Non-Participant Premium Contribution
57.5%	5%	62.5%

Section 4. Leaves Without Pay

a. Permanent employees who are granted sick leave without pay (Recommendation 16), parental leave without pay (Recommendation 17), or family care leave without pay (Recommendation 43) will continue to receive health and prescription drug benefits under the SSHEGHP and dental and vision benefits under the supplemental benefits plan for up to six (6) months. Health and prescription drug benefits will continue provided that required employee contributions are paid while on leave. If the employee does not pay their share of the premium, their coverage will be cancelled and they will be permitted to continue coverage under COBRA provisions or on a direct pay basis.

b. Eligible employees who are granted leave without pay for any reason other than for sickness, parental, or family care leave for longer than one (1) full pay period, or who are on leave without pay due to sickness, parental, or family care leave longer than six (6) months will be permitted to continue coverage under COBRA provisions or on a direct pay basis.

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

Section 5. Prescription Drug Card

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

a. A three-tier open formulary with retail co-payments of \$5 for generic, \$18 for brand formulary, and \$36 for brand non-formulary drugs for up to a thirty (30) day supply.

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

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

drug and the generic drug.

Section 6. Annuitant Health Care Coverage

a. Eligibility

- (1) The State System shall allow each employee who was eligible as an active employee under the SSHEGHP to elect coverage upon retirement in an approved plan under the Annuitant Health Care Program (AHCP).
- (2) Dependency coverage shall be allowed where the dependents of the annuitant qualify under such Plan.

b. Annuitant Health Care Choices

- (1) Effective July 1, 2004, AHCP benefits for new pre-Medicare eligible retirees shall be those in effect for active employees, and may change from time-to-time as active employee benefits change.
- (2) Eligible employees who retire after June 30, 2012, and who enroll in the AHCP and are not eligible for Medicare, will enroll in the PPO, or other approved plan under the AHCP. Effective July 1, 2011, the HMOs are no longer an option for any annuitant.

c. Annuitant Premium Contributions

- (1) The State System shall continue to pay the full cost of AHCP benefits for those eligible employees who retired prior to July 1, 2005.
- (2) Eligible employees who retire after June 30, 2005 and before July 1, 2008 and who enroll in the AHCP and are not eligible for Medicare, shall contribute to the cost of coverage at the same dollar amount for their choice of plan that was in effect the day of their retirement. Upon becoming eligible for Medicare, they shall cease the foregoing contribution and instead pay the same percentage of the State System's cost for the Medicare supplement as active employees are paying for their PPO plan benefits.
- (3) Eligible employees who retire after June 30, 2008 and who enroll in the AHCP shall contribute to the cost of the AHCP at the same dollar amount for the type of contract and choice of plan as that in effect on the day of the employee's retirement. Throughout the annuitant's lifetime while enrolled in the AHCP, the dollar amount paid by the annuitant shall be adjusted whenever the percentage of contribution paid by active employees for the same type of contract and choice of plan is adjusted. The new percentage shall be applied to the rate for the type of contract and choice of plan that was in effect on the day of the employee's retirement to determine the new

annuitant contribution. The wellness program and non-participant contribution increase set forth in Section 3.a.(4) and Section 3.b.(3) above shall not apply to annuitants.

- (4) If an annuitant who retires after June 30, 2005 and before July 1, 2008 opts to change health plans, he/she shall contribute to the new plan in the same dollar amount that was in effect for that plan as of the date of his/her retirement.
- (5) If an annuitant who retires after June 30, 2008 opts to change health plans, he/she shall contribute to the new plan in the same dollar amount that was being contributed to that type of contract and choice of plan by active employees on the day of the employee's retirement, adjusted for any changes occurring since that time in the percentage of contributions paid by active employees.

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

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

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

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

age during the recall period must have 15 or more years of credited service (20 or more years of service if hired after July 1, 2004), in the State and/or Public School Retirement Systems, or ARP,

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

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

Section 7. When an employee dies as a result of a work-related accident, the State System shall continue to provide hospital, medical/surgical and major medical health coverage, HMO, PPO or other health benefits delivery system to the spouse and eligible dependents of the employee until the spouse remarries or becomes eligible for coverage under another Employer's health plan. Annual certification of non-coverage will be required.

The hospital, medical/surgical and major medical health plan, HMO, PPO or other health benefits delivery system will be converted to the Annuitant Health Care Program at the time when the employee would have reached age sixty (60).

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

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

Section 10. Health Care Cost Containment Committee

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

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

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

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

RECOMMENDATION NO. 25 WORK-RELATED INJURIES

Section 1. An employee who sustains a work related injury during the period of this Memorandum, as the result of which the employee is disabled, if so determined by a decision under the operation of the Workers' Compensation Program, shall be entitled to use accumulated sick, annual, or personal leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers' compensation of full pay reduced by an amount that yields a net pay, including workers' compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, and social security and retirement contributions. One full day of accumulated leave (seven and one half [7 ½] or eight [8] hours as appropriate) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of twelve (12) months or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond twelve (12) months until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of twelve (12) months extend beyond three (3) years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 13 may apply.

For temporary employees, accumulated leave and injury leave without pay shall be available for up to an aggregate of twelve (12) months, for the duration of the disability or for the scheduled duration of the temporary employment, whichever is the least. In no case, however, will the aggregate of twelve (12) months extend beyond three (3) years from the date the injury occurred.

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

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

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

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

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

Section 6. Employer-paid coverage for life insurance, hospital and medical insurance and supplemental benefits as provided in Recommendations 23 and 24, will continue for the period of time that the employee is on leave under Sections 1 and 13.

Section 7. An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three (3) years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Recommendation 28, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three (3) year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Section 1, or Section 13, where applicable, and the end of the guarantee in this Section, the employee will be on leave without pay.

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

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

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

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

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

Under the modified duty concept, the employee will be retained without loss of pay or status. The Employer may assign the employee duties outside their classification and supervisory unit, outside their previously assigned shift and/or outside their overtime equalization unit. To facilitate the implementation of modified duty assignments, schedule and assignment changes may be implemented as soon as practicable. If the employee is unable to resume all of the duties of the employee's classification within a reasonable period of time, the Employer may demote or laterally reclassify the employee to an appropriate classification, taking into account the duties and responsibilities the employee is capable of performing and subject to the protections afforded by Federal and State Statutes.

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

Section 13. An employee who is disabled due to a recurrence of a work-related injury after three (3) years from the date the injury occurred, or before three (3) years if the leave entitlement in Section 1 has been depleted, shall be entitled to use accumulated leave and injury leave without pay while disabled for a period of up to twelve (12) weeks. To be eligible to use injury leave without pay, the employee must have been at work at least 1250 hours within the previous twelve (12) months. The twelve (12) week period will be reduced by any other leave used within the previous twelve (12) months that was designated as leave under the provisions of the Family and Medical Leave Act. If only accumulated leave is used, it may be used beyond twelve (12) weeks until exhausted or until the disability ceases, whichever occurs sooner. While using accumulated leave, the leave will be charged and paid in accordance with Section 1.

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

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

RECOMMENDATION NO. 26
CLASSIFICATION

Section 1. The position classification plan, as established and maintained by the Employer consists of a schedule of classification titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the work of the classification. Only in those instances where there is a substantial change in permanent job duties or job content which justifies a change in job classification, the employees may process an appeal for reallocation of their position up to and including Step 3 of the grievance procedure as set forth in Recommendation 38.

When employees submit a grievance in Step 1, they shall attach to the grievance a description of the job. Determinations prior to Step 3 of Section 2 of Recommendation 38, can be reversed by the Employer.

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

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

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be reclassified to another class in the same pay range, the effective date of the classification change shall be the first day of the first pay period subsequent to the response.

Section 2. Management recognizes that the primary duty and responsibility of employees in this unit is related to campus police/security work. The Union recognizes the right of the Employer to direct its working force, which includes the assignment of work to individual employees and it further recognizes that such assignments may include work outside an employee's classification.

However it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee temporarily is charged to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those of the employee's own position for a period of ten (10) full one half (½) cumulative days in a calendar quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to four and one-half percent (4.5%) of the employee's current rate of pay, or at the starting rate of the pay range for the higher class, whichever is greater. Employees who are charged to perform higher class work for a full one half (½) day and who take leave for a portion of that day

will be compensated, in increments of one quarter (¼) hour, for the partial day worked in the higher class after the ten (10) full one half (½) day threshold has been met. An employee while temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher level duties on the employee's scheduled workday immediately before and immediately after such holiday and is paid at the higher rate on those days. The holiday shall not count toward the requirement for ten (10) full one half (½) cumulative days in a quarter. Once the requirement for the ten (10) full one half (½) cumulative day threshold has been met, payment will be included in the biweekly paycheck. If the position is filled permanently by other than the employee temporarily filling the position, the employee temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits for such increments to which they would have been entitled had they remained in their normal assignment. An employee or employees shall not be temporarily assigned to perform in general the duties and responsibilities of a position in a higher rated classification for more than nine (9) continuous months or the length of the leave of absence of the employee being replaced, whichever is greater.

In addition, if the Employer assigns an employee on a temporary basis to a lower classification or if an employee temporarily performs some duties and functions assigned to a lower classification, the employee so assigned shall receive the compensation of the higher level to which the employee is regularly assigned. The Employer, however, at any individual work site shall make such assignments on a non-discriminatory basis so as to equalize the same among the employees within the classification from which assignments are made, so long as such equalization does not interfere with efficient operating procedures.

Grievances arising from the provisions of this Section shall be submitted in writing and the employee shall attempt to include the dates on which the alleged out of class work occurred and a description of the alleged higher level work performed. The failure of the employee to provide the required information will not affect the validity of the grievance. The decision of the Employer shall be final, binding and determinative of these issues.

For the purpose of this section, the calendar quarters shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.

RECOMMENDATION NO. 27 DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a disciplinary demotion, suspension, or discharge beginning at the second step of the grievance procedure contained in Recommendation 38, within fifteen (15) working days of the date of its occurrence, and subject to any conditions set forth in the grievance procedure under Recommendation 38. The President of the appropriate Local (502 or 506) shall be notified promptly by certified letter of any disciplinary demotion, suspension or discharge. The failure of the Employer to comply with the preceding notification requirements will not affect the validity of the action, but will suspend the time period set forth in Step 2 of Section 2 of Recommendation 38, Grievances, until the notification is sent.

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

Section 3. The provisions of Section 1 shall not apply during the initial 365 calendar days of probationary employment. The probationary period can be extended by written agreement between the Employer and the appropriate Local of the Union for an additional period, during which time Section 1 shall not apply. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the initial 365 calendar days or any extension period.

Section 4. The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. It must be kept in mind, however, that where insubordination or flouting of authority by an employee in public and in the presence of other employees takes place, the Employer shall not be restricted by the operation of this Section.

Section 5. An Alternative Discipline Program (ADP) will be used to address disciplinary infractions involving time and attendance and poor work performance. Alternative discipline differs from traditional progressive discipline in that Level 1 and Level 2 letters are issued to employees in lieu of suspensions without pay. It is understood that the tenets of Section 1 of this Recommendation regarding just cause shall continue to apply. Appeal procedures will not be affected by this program.

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

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

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

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

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

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

Level 2 Letter: Signed by the University President or designee, this letter will identify the employee's attendance or work performance problem, alert the employee that this is her/her

final notice, and advise that failure to correct this problem will result in termination. The employee's appeal rights will be identified. The Union will be provided with a copy of this letter.

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

Copies of Level 1 and 2 letters issued to employees covered by this program will be sent to the President of the appropriate SPFPA Local at the current address on file.

c. The parties recognize that special or unusual situations could develop which do not readily lend themselves to the ADP. These situations could include, among others, occasions where the circumstances of alleged conduct are such as to require the employee's immediate removal from the workplace and situations where an employee is suspended without pay pending investigation of suspected misconduct. Consequently, if the State System deems circumstances warrant it, a traditional suspension without pay or other appropriate discipline could be imposed in lieu of Level 1 or 2 letters after appropriate notification is given to the local SPFPA representative.

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

RECOMMENDATION NO. 28 SENIORITY

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

a. Classification seniority standing shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in the employee's current classification.

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

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

the Employer shall not be held liable for any pay or benefits for any affected employees for a period of thirty 30 days after the notice has been provided.

Applicable periods are as follows:

- (1) World War II - December 7, 1941 - September 2, 1945
- (2) Korea - June 25, 1950 - July 27, 1953
- (3) Vietnam - August 5, 1964 - January 28, 1973
- (4) Persian Gulf – August 2, 1990- August 31, 1991
- (5) War on Terrorism. September 11, 2001 to date determined by the Adjutant General (Department of Military and Veterans Affairs) pursuant to 51 Pa.C.S.7101.

d. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly pay period plus the number of hours of military leave without pay, leave without pay for union business in accordance with Recommendation 16, Section 3; leave without pay for work-related injuries in accordance with Recommendation 25; sick leave without pay in accordance with Recommendation 16, Sections 5 and 6; parental leave without pay in accordance with Recommendation 17, Section 1; and family care leave without pay in accordance with Recommendation 43 will be accumulated. This total number of hours will be divided by seven and one half (7 ½) or eight (8) as applicable and rounded up to the next higher day. The result will be added to the employee's accumulated total.

Section 2. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report within ten (10) consecutive working days of recall, expiration of recall period, failure to report after leave and acceptance of other permanent employment while on leave. This shall not restrict the Employer's right to take whatever personnel action it deems warranted for any of the above. If service is broken by any of the above, the employee shall lose Supervisory Unit and Classification seniority. If an employee is returned within one (1) year after such break in service, the employee shall be entitled to credit for seniority purposes the time accrued up to the time break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.

A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights as provided under Section 7 of this Recommendation as of the date of the approval of benefits by the State Employees' Retirement Board.

Section 3. Seniority lists shall be prepared for each seniority group and revised where necessary every six (6) months. Appropriate seniority dates shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards. Seniority lists shall be provided to the President of each local upon request not more than once every six (6) months. Grievances alleging a violation of this Section may be appealed directly to Step 2 of Section 2 of the grievance procedure contained in Recommendation 38.

Section 4.

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

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

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

c. If an employee is promoted in accordance with this Section and was temporarily assigned, at the time the position was posted or thereafter, to work in that position, the employee will be promoted retroactive to the ending date of the posting.

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

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

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

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

b. Where the need for furlough can be reasonably anticipated, the Employer will notify

the Union one (1) month in advance of any impending furlough.

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

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

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

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

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

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

e. The recall period of a furloughed employee who, during the recall period, returns to the furloughing agency's payroll in a temporary capacity shall be extended by the amount of time the employee serves in the temporary capacity.

f. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall upon recall from the furlough to permanent employment, be credited with seniority for the amount of time spent in the temporary capacity.

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

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

Section 9. In making shift assignments to shift openings, preference shall be granted on a seniority basis unless the Employer feels it is necessary to assign otherwise in order to protect the efficiency of operation. Seniority status in this regard shall be Classification seniority.

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

Section 10. The probationary period for promotions shall be 365 calendar days in length and the provisions of Recommendation 27, Section 1 shall not be applicable if an employee is demoted within that time for failure to successfully complete the probationary period. In such case, employees shall have the right to return to their former classification during this period. Periods of leave without pay and periods during which an employee is using paid leave to supplement workers' compensation shall not count toward the promotional probationary period or any extension period.

Section 11. For the purpose of furlough only, the local president, financial secretary, and union stewards shall have superseniority. It is clearly understood and agreed that this Section shall not become effective until the Employer and the Union have reached agreement as to the number of union stewards who will be granted the privilege of this Section. Within thirty (30) days of the date of agreement on the number of stewards, the Union shall provide the Employer with a list of all employees who have been granted superseniority in accordance with the provisions of this Section. The list shall contain the employee's name, Union title, university of employment, work location, and local union number. If Union elections result in a change to the list, the Union shall immediately notify the Employer. However, changes, which have not been received by the Employer within fifteen (15) days of the effective date of a furlough, will not affect the list in existence prior to the announcement of the furlough.

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

Section 13. Only those grievances relating to Section 5 shall be subject to Arbitration, which shall be conducted by a panel of three (3) members--one (1) to be appointed by the Employer, one (1) to be appointed by the Union, and the third to be selected by the Employer from a list of five (5) names to be mutually agreed upon by the Employer and the Union. Such third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Employer. The decision of the panel, hereinbefore described, shall be final and binding on the parties to this Memorandum. The panel shall meet as necessary for the purpose of adjusting grievances under this Section.

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

Section 15. In furlough situations, individuals who are working in a manager or non-represented position with prior SPFPA supervisory unit seniority will be permitted to bump into the SPFPA meet and discuss unit if he/she has been working in said manager or non-represented position for no more than 365 consecutive calendar days in the prior 12 months or a combination of 365 calendar days within the prior 24 months. No SPFPA bumping rights exist for the former SPFPA meet and discuss unit member if the former SPFPA meet and discuss unit member is a member of another bargaining or supervisory unit at the time of a furlough or retrenchment.

If the former SPFPA meet and discuss unit member is eligible to bump as stated above, the following process shall be used to exercise the bump, such employees shall bump into the classification occupied immediately prior to leaving the meet and discuss unit provided the classification is within the same geographical and organizational limitation in the seniority unit as the furlough is occurring and provided that the employee has more supervisory unit seniority than the employee with the least amount of supervisory unit seniority in that classification, and has the requisite skill and ability. If a position cannot be obtained in this manner, the same procedure will be repeated for any position previously held within the meet and discuss unit provided the classification is within the same geographical or organizational limitation in the seniority unit in which the furlough is occurring. Supervisory unit and classification seniority previously earned shall accrue to the employee upon return to the meet and discuss unit. Seniority earned by the employee while outside the meet and discuss unit shall not accrue to the employee upon movement back to the meet and discuss unit.

RECOMMENDATION NO. 29 UNIFORMS, CLOTHING AND EQUIPMENT

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

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

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

Section 2. In the event a detainee damages or destroys items of clothing or personal property which are worn by an employee and which are necessary for the performance of such employee's work, the Employer shall reimburse the employee for the value of such clothing or personal property. In addition, where the employee demonstrates that items of clothing which were not being worn by the employee are destroyed by a detainee, the Employer shall reimburse the employee for the value of such clothing. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not be due to the employee's own negligence. The Employer shall take prompt and timely action in the disposition of employee claims for damaged personal effects.

RECOMMENDATION NO. 30 DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, religious creed, color, ancestry, sex, marital status, age, national origin, disability, union membership, political affiliation, sexual orientation, or AIDS or HIV status in the application of this

Memorandum.

RECOMMENDATION NO. 31
UNION BUSINESS AND MEET AND DISCUSS

Section 1. The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material related to Union business. Furthermore, the Union shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. The Union may send mail related to Union business to local official Union representatives at appropriate facilities to which mail is delivered.

Section 2. No Union member or representative shall solicit members, engage in organizational work, or participate in other Union activities during working hours on the Employer's premises except as provided for in the processing of grievances.

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

Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the personnel officer or a designated representative. The Union representative shall request from the immediate supervisor reasonable time off from regular duties to process grievances for employees of the State System. The Employer will provide a reasonable number of employees with time off, if required, to attend meet and discuss meetings.

Section 3. The Chancellor of the State System or his/her designee(s) shall meet and discuss at least semi-annually with a committee of no more than eight (8) SPFPA meet and discuss unit representatives and the International SPFPA representatives and/or the Presidents/Vice Presidents of SPFPA Locals 502 and 506 for the purpose of discussing matters related to the implementation of the Memorandum.

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

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

RECOMMENDATION NO. 32
SPECIAL AND PART-TIME EMPLOYEES

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

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

RECOMMENDATION NO. 33
PEACE AND STABILITY

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

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

RECOMMENDATION NO. 34
MISCELLANEOUS PROVISIONS

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

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

Section 3. Where the term meet and discuss is used in this Memorandum, it will be deemed to have the meaning of that term as defined and applied under the Public Employe Relations Act.

Section 4. Ratings shall be completed by supervisors who are familiar with the work performance of the employee. This shall in no way affect review procedures.

Section 5. Employee benefits and working conditions now existing and not in conflict with the Memorandum shall remain in effect subject, however, to the right of the Employer to change these

benefits or working conditions in the exercise of its management rights reserved to it under Recommendation 2 of this Memorandum.

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

Section 7. There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information, are available for examination by the employee within a reasonable period of time after the employee's request. Such examination shall be at the location where the personnel file is maintained and shall be conducted in the presence of the personnel officer or designee. Material shall not be removed from or added to the folder nor shall its contents be altered in any way. Employees are entitled to have a representative with them while reviewing their own file. If there is any disagreement as to the contents of the personnel file, an employee shall have the right to submit a statement concerning any materials in their file and any such statement shall then become part of their personnel file.

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

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

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

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

b. If the employee fails to obtain the required Act 149 Commission, termination of employment may result. Such terminations shall not be grievable through the parties' grievance procedure.

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

with the provisions of this Memorandum.

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

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

RECOMMENDATION NO. 35 EQUAL EMPLOYMENT OPPORTUNITY

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

RECOMMENDATION NO. 36 COURT TIME

Section 1. Employees in this unit, who are called to testify in court outside of their regular shift schedule, shall be compensated at the appropriate rate for the hours worked or at a minimum of one (1) hour of pay at the appropriate hourly rate, provided the one (1) hour of pay does not overlap the hours of their regular scheduled shift. Compensation shall only be required in those cases where the testimony is related to actions taken while performing their assigned duties.

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

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

Section 4. The provisions of Recommendation 21, Call Time and Recommendation 22, Standby Time of this understanding are not applicable to court time assignments.

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

RECOMMENDATION NO. 37
LIABILITY COVERAGE AND LEGAL DEFENSE

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

RECOMMENDATION 38
GRIEVANCES

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 Memorandum grievance procedure shall cease, if the employee has submitted a Memorandum grievance, or the employee shall not be entitled to institute proceedings under the Memorandum grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within fifteen (15) working days of the date of the occurrence of the action giving rise to the grievance, the processing of a Memorandum grievance filed within the time limits set forth in Section 2 shall be permitted.

Section 2. A grievance exists when any employee or group of employees makes a claim that his or her rights under this Memorandum have been violated with respect to the interpretation or application of this Memorandum. Grievances will be handled as noted below. A grievance is considered to be timely if it is initiated within 15 working days of the date of the occurrence.

STEP 1. GRIEVANCE PROCEDURE

Verbal Discussion

The employee with or without the SPFPA steward will meet with the immediate supervisor and discuss the grievance within 15 working days of the incident or action giving rise to the grievance. This step of the grievance procedure will be waived if the employee is absent and cannot physically meet with the immediate supervisor in a timely manner or if mutually agreed to by the employee and the immediate supervisor. Written documentation of the waiver of this step of the procedure will be submitted with the filing of the written grievance specified below. This waiver must be presented to the immediate supervisor simultaneously with the following Written Submission.

Written Submission

If not resolved via the Verbal Discussion noted above, the grievance will be reduced to writing and given to the immediate supervisor within fifteen (15) working days of the date of its occurrence, or when the employee knew or by reasonable diligence should have known of its occurrence. The immediate supervisor will arrange for a discussion between himself/herself, his/her immediate supervisor, the employee and the SPFPA steward. The disposition or settlement arrived at as a result of this discussion will be reduced to writing and forwarded to the Human Resources Department designee, the SPFPA steward, the Chief of Police/Director of Public Safety.

The Human Resources Department designee, the SPFPA steward, the Chief of Police/Director of Public Safety must agree to and sign said agreement. If a resolution of the issue or decision giving rise to the grievance and signed by the three parties noted cannot be reached, a Step One grievance response will be developed by the Human Resources designee and forward to the SPFPA Steward within 20 working days from the date of the completion of the Step One discussions.

STEP 2. GRIEVANCE PROCEDURE

In the event the grievance is not settled at Step 1, the appeal must be presented in writing by the employee or SPFPA Union representative to the Human Resources Department designee within fifteen (15) working days after the Step 1 response is due. The Human Resources Department designee receiving the written appeal, will arrange for a discussion with the employee, the SPFPA Union Steward, the Chief of Police/Director of Public Safety, and the respective University Vice President responsible for the Police/Public Safety function. The Human Resources Department designee shall respond in writing to the employee and the SPFPA representative within fifteen (15) working days after the completion of the Step 2 discussions.

STEP 3. GRIEVANCE PROCEDURE

In the event the grievance is not settled at Step 2 the written grievance appeal shall be presented by the SPFPA state-wide representative to the Labor Relations Department of the State System Office of the Chancellor (OOC), within fifteen (15) working days after the response from Step 2 is due. When submitting the grievance appeal at this step, the SPFPA state-wide representative will provide all responses and documents germane to the grievance(s). At the request of the SPFPA state-wide representative, the Labor Relations Department representative will meet with the SPFPA state-wide representative to discuss the grievance. The Labor Relations Department representative shall respond in writing to the SPFPA state-wide representative within fifteen (15) working days after the completion of the Step 3 discussions.

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

Section 3. An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure up to and including Step 3, subject, however, to Section 606, Article VI of the Public Employe Relations Act.

Employees selected by the Union to act as Union representatives shall be known as stewards. The Union shall furnish the Office of the Chancellor with the names and work locations of grievance representatives and shall notify the Office of the Chancellor of any changes.

A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure. An aggrieved employee and Union representatives, shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Recommendation without loss of pay or leave time.

The Union may present grievances concerning System-wide decisions directly to Step 3 within fifteen (15) working days of the date of the occurrence or the date when the Union knew or by reasonable diligence should have known of its occurrence.

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

RECOMMENDATION 39 ARBITRATION

Section 1. An appeal from Step 3 of the grievance procedure in the preceding Recommendation may be submitted to arbitration only in the following circumstances:

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

b. To determine whether employees are engaged in a "strike" which is prohibited under Recommendation 33, provided, however, that the Employer retains the sole discretion of determining the appropriate disciplinary action for employees engaged in a strike as provided in Section 2 of Recommendation 33.

Such appeal shall be initiated by the Union serving upon State System notice in writing of the intent to proceed to arbitration within fifteen (15) working days after the response from Step 3 is due. Said notice shall identify the provisions of the Memorandum, the university/department, the employee involved, and a copy of the grievance.

Section 2. Grievance Mediation

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

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

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

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

precedent for any subsequent case.

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

All of the time limits contained in Recommendations 38 and 39 may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

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

RECOMMENDATION NO. 40 SAFETY AND HEALTH

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

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

RECOMMENDATION NO. 41 SUCCESSORS

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

RECOMMENDATION NO. 42 PRESERVATION OF SUPERVISORY UNIT WORK AND CONTRACTING OUT

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

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

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

b. For contracts in excess of \$5,000, SPFPA shall be allotted thirty (30) calendar days from the date of notice set forth in a. above, in which to comment and/or meet and discuss with university management with respect to a particular contract. At such time, SPFPA may request, and the university shall provide cost information with respect to the contract in question. Time limits may be extended or reduced by mutual agreement as circumstances dictate.

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

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

Section 4. It is recognized that in certain emergency situations, it may not be possible to follow the procedures outlined above. In such instances the university shall within forty-eight (48) hours of the occurrence, notify the local SPFPA representative of the existence of the emergency and the contract.

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

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

Section 7. In the event there is no common understanding reached during campus meet and discuss, the contract may be implemented and the matter may be referred to the Office of the Chancellor and Local President for further discussion.

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

RECOMMENDATION NO. 43
FAMILY CARE LEAVE

Section 1. After completing one (1) 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 a spouse, parent, son or daughter or other person qualifying as a dependent who has a serious health condition, as defined by the Family and Medical Leave Act, provided the employee has at least 1250 hours of actual work time within the last twelve (12) months preceding the commencement of the leave (900 hours for permanent part-time employees).

Leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve 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. For eligible permanent part-time employees, both the six month and 12 week entitlements provided by this subsection will be pro-rated based on the employee's percentage of full-time regular hours worked.

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

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

After the employee has used an aggregate of six (6) months of leave without pay with benefits under this Section, Recommendation 16, Section 5.a., Recommendation 17, Section 1.a. and/or military exigency leave used under Recommendation 16, Section 12, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six 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 (900 hours for permanent part-time employees).

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

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

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.

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

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

Section 5. An employee shall have the right to return to the same position in the same classification held before going on family care leave, or to an equivalent position with regard to pay and skill for absences under Section 1 of this Recommendation. After commencing the extension period under Section 3. of this Recommendation, and upon receipt of a written request to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which the university intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which the university intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position 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 and the university intends to fill the position.

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

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

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

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

Section 8. Leaves of absence under this Recommendation which commence prior to April 1, 2015 will be administered under the terms of the September 1, 2011 – August 31, 2014 Memorandum. Leaves of absence under this Recommendation commencing on or after April 1, 2015 will be administered under the terms of this Memorandum.

RECOMMENDATION NO. 44 LEAVE DONATION PROGRAM

Section 1. Effective April 1, 2004, the State System implemented a leave donation program. Permanent employees may donate annual and personal leave to a designated permanent employee in the employee's university or a permanent employee in the Office of the Chancellor who has used all accrued and anticipated paid leave for the current leave calendar year. Permanent employees of the Office of the Chancellor may donate annual and personal leave to a designated permanent employee at a university or in the Office of the Chancellor who has used all accrued and anticipated paid leave for the current calendar year. The leave is to be used for the recipient's own catastrophic or severe injury or illness or for the catastrophic or severe injury or illness of a family member, consistent with policy for the use of additional sick family leave under Recommendation 13, Section 5. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Recommendation 13, Section 6.

Section 2. Recipients

- a. Recipients must be permanent employees in bargaining units that have agreed to participate in this program.
- b. Family member is defined as a spouse, child, stepchild, foster child, or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria.
- c. A catastrophic illness or injury that poses a direct threat to life or to the vital function of major bodily systems or organs, and would cause the employee to take leave without pay or terminate employment, or a severe illness or injury, must be documented on a Family and Medical Leave Act Serious Health Condition Certification form. A severe illness or injury must

also be documented on a Medical Condition Certification to Receive Leave Donations form. Donated leave may not be used for work-related injuries or illnesses, minor illnesses, injuries, or impairments, sporadic, short-term recurrences of chronic, non-life threatening conditions, short-term absences due to contagious diseases, or short-term recurring medical or therapeutic treatments, except for conditions such as those listed above.

d. The absence due to the catastrophic or severe illness or injury of the employee or a family member must be for more than twenty (20) workdays in the current leave calendar year. The twenty (20) workday absence may be accumulated on an intermittent basis if properly documented as related to the same catastrophic or severe illness or injury. Annual, personal, sick (for employee's own serious health condition), sick family (for the serious health condition of a family member), holiday, compensatory, or unpaid leave may be used during the accumulation period. A separate accumulation period must be met for each catastrophic or severe illness or injury and for each leave calendar year in which donated leave is used. Donated leave may not be applied to the required twenty (20) workday accumulation period.

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

- (1) For an employee's own catastrophic or severe injury or illness, all accrued annual, sick, personal, holiday, and compensatory leave and all anticipated annual and sick leave for the current leave calendar year must be used.
- (2) For the catastrophic or severe injury or illness of a family member, all accrued annual, personal, holiday, and compensatory leave and all anticipated annual leave for the current leave calendar year must be used. All five (5) days of sick family leave and any additional sick family leave for which the employee is eligible must be used.

f. Up to twelve (12) weeks of donated leave per leave calendar year may be received for all conditions of the employee and family members cumulatively, but donations may not be received in more than two (2) consecutive leave calendar years. Donated leave is added to the recipient's sick leave balance on a biweekly basis. Recipients do not repay the donor for donated leave. Leave usage is monitored closely to ensure that donated leave is used only for absences related to the catastrophic or severe illness or injury.

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

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

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

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

Section 3. Donors

a. A donor may voluntarily donate annual and personal leave to an employee within the donor's university or Office of the Chancellor, whichever is applicable, who meets the requirements of the leave donation program. Donations may be made to multiple employees, as long as the minimum donation is made to each employee.

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

c. The donation is effected by the completion and submission of a Request to Donate Leave to the university or Office of the Chancellor human resource office. Leave is deducted from the donor's annual and/or personal leave balance at the time of donation in order by the date and time the Request to Donate Leave Form is received.

d. Unused donations are returned to the donor if: the recipient or family member recovers, deceases, or separates before the donor's leave is used; or if the recipient does not use the leave by the end of the leave calendar year, and is expected to either return to work within twenty (20) workdays or to have sufficient anticipated leave available in the new year to cover the absence. In accordance with Section 1 above, an employee whose family member dies and who does not have accrued or anticipated sick leave available, may use donated leave as bereavement leave, subject to limitations in Recommendation 13, Section 6.

Section 4. The provisions of this Recommendation are not grievable under the grievance and arbitration procedure provided for in Recommendation 38.

RECOMMENDATION NO. 45
TUITION WAIVER

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

Section 1. Total waiver of tuition for eligible employees at the university where employed. This waiver shall be applicable for undergraduate credits not to exceed 128 undergraduate credits and shall be on a "space available" basis as certified by the appropriate management authority. The total number of undergraduate credits that may be taken shall be limited to a maximum of six (6) credits per semester and must be taken during non-working hours.

Section 2. Total waiver of tuition for children of eligible employees at the university where the employee is employed. This waiver of tuition shall be applicable until the children obtain the first undergraduate degree or until the children reach the age of twenty-five (25), whichever occurs first, and shall be on a "space available" basis as certified by the appropriate management authority.

Section 3. Total waiver of tuition for spouses of eligible employees at the university where employed. This waiver shall be applicable to the employee's spouse until he/she obtains his/her first undergraduate degree and shall be on a "space available" basis as certified by the appropriate management authority.

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

Section 5. The tuition waiver shall continue to the limits stated in No. 4 above for eligible employees who meet all of the following conditions:

- a. retired on or after January 1, 2001 (except for those annuitants who are now vested under a university policy); and
- b. is at or above superannuation age; and
- c. has fifteen (15) or more years of service, exclusively within the State System at the date of retirement.

If an employee becomes eligible after the commencement of the semester, tuition waiver will begin with the commencement of the next semester.

Tuition waiver shall be discontinued upon placement in an inactive pay status or

termination of employment. If such inactive pay status or termination takes place during a semester, the waiver shall be extended until the end of that semester. Termination shall mean the severance of the Employer/employee relationship whether by resignation, dismissal, furlough, or otherwise.

The following definitions apply to tuition waiver benefits:

“Eligible employee” shall be defined as any permanent full-time employee of the State System with regular status, in active pay status.

“Semester” for the purpose of this document is defined to include Fall, Spring, and Summer School. All other sessions are deemed to be included in one semester or another.

“Tuition” shall be defined as the basic charge established by the Board of Governors to supplement state appropriations in support of the instruction and instructional services at a State System university. Tuition waiver applies only to the basic charge and not to other fees such as room and board fees, student union and activity fees, orientation fees, instructional/educational fees, etc.

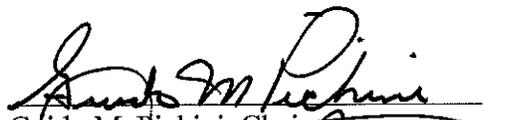
“Where employed” is defined to mean the local university to which the employee is appointed.

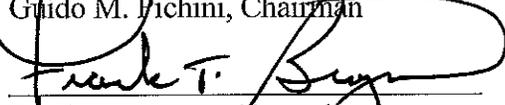
RECOMMENDATION NO. 46
TERMINATION

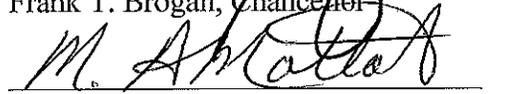
This Memorandum shall be effective on the date of signing, except where specifically provided that a particular Recommendation will be effective on another date. The Recommendations set forth in this Memorandum reflect the determination arrived at by the Employer after discussions with the Union as required by the Pennsylvania Public Employee Relations Act. It must be further understood that the above Recommendations shall not constitute a collective bargaining agreement nor a contract binding on the parties. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the meet and discuss schedule established under the Public Employee Relations Act.

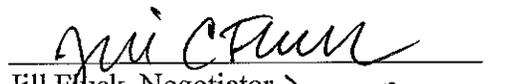
The parties hereto through their duly authorized officers or representatives hereby have hereunto set their hands and seals on this 22nd day of January 2015.

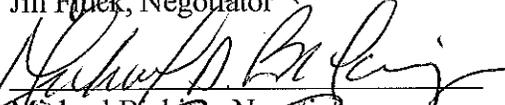
Pennsylvania's State System
of Higher Education

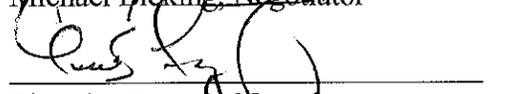

Guido M. Pichini, Chairman

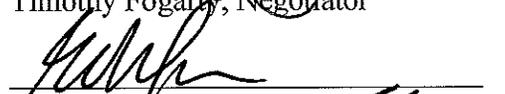

Frank T. Brogan, Chancellor


Michael A. Mottola, Chief Negotiator


Jill Fluek, Negotiator


Michael Bicking, Negotiator

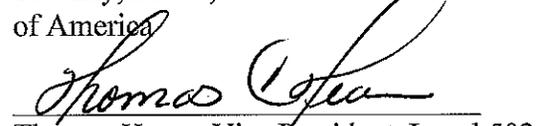

Timothy Fogarty, Negotiator

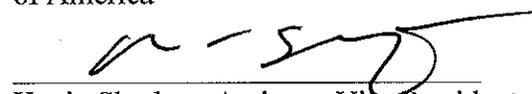

Steve Dupes, Negotiator


Lawrence Richards, Negotiator

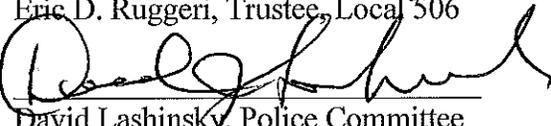
International Union, Security, Police
and Fire Professionals of America


Lou Tartack, President, Local 506
Security, Police, and Fire Professionals
of America


Thomas Hearn, Vice President, Local 502
and Chief Negotiator
Security, Police, and Fire Professionals
of America


Kevin Sharkey, Assistant Vice President,
Local 502


Eric D. Ruggieri, Trustee, Local 506


David Lashinsky, Police Committee
Chairperson

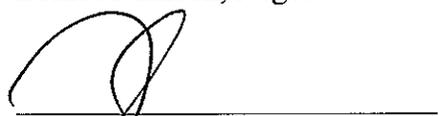

Bryan Cummins, Negotiator

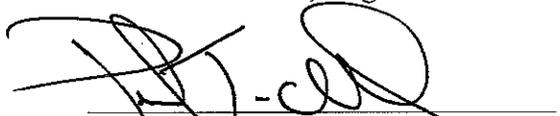

Michael Simmons, Negotiator


Julie Clark, Negotiator


Brenda Mundell, Negotiator


Frank Shoemaker, Negotiator


Frank Lentz, Negotiator


Paul Allen, Negotiator


Ginger Coleman, Negotiator

APPENDIX A

<p>37 1/2 HOUR PAY SCHEDULE</p> <p>SECURITY OFFICER 2</p> <p>Effective SEPTEMBER 1, 2014</p>

	PAY STEP	PAY RANGE Security Officer 2
1	Hourly	15.71
	Biweekly	1,178.25
	Annual *	30,729
2	Hourly	16.01
	Biweekly	1,200.75
	Annual *	31,316
3	Hourly	16.36
	Biweekly	1,227.00
	Annual *	32,000
4	Hourly	16.72
	Biweekly	1,254.00
	Annual *	32,704
5	Hourly	17.01
	Biweekly	1,275.75
	Annual *	33,272
6	Hourly	17.36
	Biweekly	1,302.00
	Annual *	33,956
7	Hourly	17.73
	Biweekly	1,329.75
	Annual *	34,680
8	Hourly	18.11
	Biweekly	1,358.25
	Annual *	35,423
9	Hourly	18.46
	Biweekly	1,384.50
	Annual *	36,108

10	Hourly	18.85
	Biweekly	1,413.75
	Annual *	36,871
11	Hourly	19.24
	Biweekly	1,443.00
	Annual *	37,633
12	Hourly	19.65
	Biweekly	1,473.75
	Annual *	38,435
13	Hourly	20.06
	Biweekly	1,504.50
	Annual *	39,237
14	Hourly	20.50
	Biweekly	1,537.50
	Annual *	40,098
15	Hourly	20.93
	Biweekly	1,569.75
	Annual *	40,939
16	Hourly	21.42
	Biweekly	1,606.50
	Annual *	41,898
17	Hourly	21.92
	Biweekly	1,644.00
	Annual *	42,876
18	Hourly	22.38
	Biweekly	1,678.50
	Annual *	43,775
19	Hourly	22.91
	Biweekly	1,718.25
	Annual *	44,812
20	Hourly	23.42
	Biweekly	1,756.50
	Annual *	45,810

**40 HOUR PAY SCHEDULE
SECURITY OFFICER 2
Effective SEPTEMBER 1, 2014**

PAY STEP		PAY RANGE Security Officer 1
1	Hourly	15.71
	Biweekly	1,256.80
	Annual *	32,777
2	Hourly	16.01
	Biweekly	1,280.80
	Annual *	33,403
3	Hourly	16.36
	Biweekly	1,308.80
	Annual *	34,134
4	Hourly	16.72
	Biweekly	1,337.60
	Annual *	34,885
5	Hourly	17.01
	Biweekly	1,360.80
	Annual *	35,490
6	Hourly	17.36
	Biweekly	1,388.80
	Annual *	36,220
7	Hourly	17.73
	Biweekly	1,418.40
	Annual *	36,992
8	Hourly	18.11
	Biweekly	1,448.80
	Annual *	37,785
9	Hourly	18.46
	Biweekly	1,476.80
	Annual *	38,515

10	Hourly	18.85
	Biweekly	1,508.00
	Annual *	39,329
11	Hourly	19.24
	Biweekly	1,539.20
	Annual *	40,142
12	Hourly	19.65
	Biweekly	1,572.00
	Annual *	40,998
13	Hourly	20.06
	Biweekly	1,604.80
	Annual *	41,853
14	Hourly	20.50
	Biweekly	1,640.00
	Annual *	42,771
15	Hourly	20.93
	Biweekly	1,674.40
	Annual *	43,668
16	Hourly	21.42
	Biweekly	1,713.60
	Annual *	44,691
17	Hourly	21.92
	Biweekly	1,753.60
	Annual *	45,734
18	Hourly	22.38
	Biweekly	1,790.40
	Annual *	46,694
19	Hourly	22.91
	Biweekly	1,832.80
	Annual *	47,799
20	Hourly	23.42
	Biweekly	1,873.60
	Annual *	48,863

APPENDIX B

<p>37.5 HOUR PAY SCHEDULE</p> <p>POLICE SUPERVISOR</p> <p>Effective SEPTEMBER 1, 2014</p>
--

	PAY STEP		PAY RANGE Police Supervisor
1	Hourly		21.92
	Biweekly		1,644.00
	Annual *		42,876
2	Hourly		22.38
	Biweekly		1,678.50
	Annual *		43,775
3	Hourly		22.91
	Biweekly		1,718.25
	Annual *		44,812
4	Hourly		23.42
	Biweekly		1,756.50
	Annual *		45,810
5	Hourly		23.96
	Biweekly		1,797.00
	Annual *		46,866
6	Hourly		24.49
	Biweekly		1,836.75
	Annual *		47,902
7	Hourly		25.04
	Biweekly		1,878.00
	Annual *		48,978
8	Hourly		25.61
	Biweekly		1,920.75
	Annual *		50,093
9	Hourly		26.18
	Biweekly		1,963.50
	Annual *		51,208

10	Hourly	26.74
	Biweekly	2,005.50
	Annual *	52,303
11	Hourly	27.36
	Biweekly	2,052.00
	Annual *	53,516
12	Hourly	27.99
	Biweekly	2,099.25
	Annual *	54,748
13	Hourly	28.59
	Biweekly	2,144.25
	Annual *	55,922
14	Hourly	29.23
	Biweekly	2,192.25
	Annual *	57,174
15	Hourly	29.90
	Biweekly	2,242.50
	Annual *	58,484
16	Hourly	30.54
	Biweekly	2,290.50
	Annual *	59,736
17	Hourly	31.23
	Biweekly	2,342.25
	Annual *	61,086
18	Hourly	31.93
	Biweekly	2,394.75
	Annual *	62,455
19	Hourly	32.65
	Biweekly	2,448.75
	Annual *	63,863
20	Hourly	33.38
	Biweekly	2,503.50
	Annual *	65,291

**40 HOUR PAY SCHEDULE
POLICE SUPERVISOR
Effective SEPTEMBER 1, 2014**

PAY STEP		PAY RANGE Police Supervisor
1	Hourly	21.92
	Biweekly	1,753.60
	Annual *	45,734
2	Hourly	22.38
	Biweekly	1,790.40
	Annual *	46,694
3	Hourly	22.91
	Biweekly	1,832.80
	Annual *	47,799
4	Hourly	23.42
	Biweekly	1,873.60
	Annual *	48,863
5	Hourly	23.96
	Biweekly	1,916.80
	Annual *	49,990
6	Hourly	24.49
	Biweekly	1,959.20
	Annual *	51,096
7	Hourly	25.04
	Biweekly	2,003.20
	Annual *	52,243
8	Hourly	25.61
	Biweekly	2,048.80
	Annual *	53,433
9	Hourly	26.18
	Biweekly	2,094.40
	Annual *	54,622

10	Hourly	26.74
	Biweekly	2,139.20
	Annual *	55,790
11	Hourly	27.36
	Biweekly	2,188.80
	Annual *	57,084
12	Hourly	27.99
	Biweekly	2,239.20
	Annual *	58,398
13	Hourly	28.59
	Biweekly	2,287.20
	Annual *	59,650
14	Hourly	29.23
	Biweekly	2,338.40
	Annual *	60,985
15	Hourly	29.90
	Biweekly	2,392.00
	Annual *	62,383
16	Hourly	30.54
	Biweekly	2,443.20
	Annual *	63,719
17	Hourly	31.23
	Biweekly	2,498.40
	Annual *	65,158
18	Hourly	31.93
	Biweekly	2,554.40
	Annual *	66,619
19	Hourly	32.65
	Biweekly	2,612.00
	Annual *	68,121
20	Hourly	33.38
	Biweekly	2,670.40
	Annual *	69,644

APPENDIX C

37 1/2 HOUR PAY SCHEDULE SECURITY OFFICER 2 Effective SEPTEMBER 1, 2015
--

	PAY STEP	PAY RANGE Security Officer 2
1	Hourly	15.87
	Biweekly	1,190.25
	Annual *	31,042
2	Hourly	16.17
	Biweekly	1,212.75
	Annual *	31,629
3	Hourly	16.52
	Biweekly	1,239.00
	Annual *	32,313
4	Hourly	16.89
	Biweekly	1,266.75
	Annual *	33,037
5	Hourly	17.18
	Biweekly	1,288.50
	Annual *	33,604
6	Hourly	17.53
	Biweekly	1,314.75
	Annual *	34,289
7	Hourly	17.91
	Biweekly	1,343.25
	Annual *	35,032
8	Hourly	18.29
	Biweekly	1,371.75
	Annual *	35,775
9	Hourly	18.64
	Biweekly	1,398.00
	Annual *	36,460

10	Hourly	19.04
	Biweekly	1,428.00
	Annual *	37,242
11	Hourly	19.43
	Biweekly	1,457.25
	Annual *	38,005
12	Hourly	19.85
	Biweekly	1,488.75
	Annual *	38,827
13	Hourly	20.26
	Biweekly	1,519.50
	Annual *	39,629
14	Hourly	20.71
	Biweekly	1,553.25
	Annual *	40,509
15	Hourly	21.14
	Biweekly	1,585.50
	Annual *	41,350
16	Hourly	21.63
	Biweekly	1,622.25
	Annual *	42,308
17	Hourly	22.14
	Biweekly	1,660.50
	Annual *	43,306
18	Hourly	22.60
	Biweekly	1,695.00
	Annual *	44,206
19	Hourly	23.14
	Biweekly	1,735.50
	Annual *	45,262
20	Hourly	23.65
	Biweekly	1,773.75
	Annual *	46,259

**40 HOUR PAY SCHEDULE
SECURITY OFFICER 2
Effective SEPTEMBER 1, 2015**

PAY STEP		PAY RANGE Security Officer 1
1	Hourly	15.87
	Biweekly	1,269.60
	Annual *	33,111
2	Hourly	16.17
	Biweekly	1,293.60
	Annual *	33,737
3	Hourly	16.52
	Biweekly	1,321.60
	Annual *	34,467
4	Hourly	16.89
	Biweekly	1,351.20
	Annual *	35,239
5	Hourly	17.18
	Biweekly	1,374.40
	Annual *	35,844
6	Hourly	17.53
	Biweekly	1,402.40
	Annual *	36,575
7	Hourly	17.91
	Biweekly	1,432.80
	Annual *	37,367
8	Hourly	18.29
	Biweekly	1,463.20
	Annual *	38,160
9	Hourly	18.64
	Biweekly	1,491.20
	Annual *	38,891

10	Hourly	19.04
	Biweekly	1,523.20
	Annual *	39,725
11	Hourly	19.43
	Biweekly	1,554.40
	Annual *	40,539
12	Hourly	19.85
	Biweekly	1,588.00
	Annual *	41,415
13	Hourly	20.26
	Biweekly	1,620.80
	Annual *	42,270
14	Hourly	20.71
	Biweekly	1,656.80
	Annual *	43,209
15	Hourly	21.14
	Biweekly	1,691.20
	Annual *	44,107
16	Hourly	21.63
	Biweekly	1,730.40
	Annual *	45,129
17	Hourly	22.14
	Biweekly	1,771.20
	Annual *	46,193
18	Hourly	22.60
	Biweekly	1,808.00
	Annual *	47,153
19	Hourly	23.14
	Biweekly	1,851.20
	Annual *	48,279
20	Hourly	23.65
	Biweekly	1,892.00
	Annual *	49,343

APPENDIX D

<p>37.5 HOUR PAY SCHEDULE POLICE SUPERVISOR Effective SEPTEMBER 1, 2015</p>
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PAY STEP		PAY RANGE Police Supervisor
1	Hourly	22.14
	Biweekly	1,660.50
	Annual *	43,306
2	Hourly	22.60
	Biweekly	1,695.00
	Annual *	44,206
3	Hourly	23.14
	Biweekly	1,735.50
	Annual *	45,262
4	Hourly	23.65
	Biweekly	1,773.75
	Annual *	46,259
5	Hourly	24.20
	Biweekly	1,815.00
	Annual *	47,335
6	Hourly	24.73
	Biweekly	1,854.75
	Annual *	48,372
7	Hourly	25.29
	Biweekly	1,896.75
	Annual *	49,467
8	Hourly	25.87
	Biweekly	1,940.25
	Annual *	50,602
9	Hourly	26.44
	Biweekly	1,983.00
	Annual *	51,717

10	Hourly	27.01
	Biweekly	2,025.75
	Annual *	52,832
11	Hourly	27.63
	Biweekly	2,072.25
	Annual *	54,044
12	Hourly	28.27
	Biweekly	2,120.25
	Annual *	55,296
13	Hourly	28.88
	Biweekly	2,166.00
	Annual *	56,489
14	Hourly	29.52
	Biweekly	2,214.00
	Annual *	57,741
15	Hourly	30.20
	Biweekly	2,265.00
	Annual *	59,071
16	Hourly	30.85
	Biweekly	2,313.75
	Annual *	60,343
17	Hourly	31.54
	Biweekly	2,365.50
	Annual *	61,692
18	Hourly	32.25
	Biweekly	2,418.75
	Annual *	63,081
19	Hourly	32.98
	Biweekly	2,473.50
	Annual *	64,509
20	Hourly	33.71
	Biweekly	2,528.25
	Annual *	65,937

**40 HOUR PAY SCHEDULE
POLICE SUPERVISOR
Effective SEPTEMBER 1, 2015**

PAY STEP		PAY RANGE Police Supervisor
1	Hourly	22.14
	Biweekly	1,771.20
	Annual *	46,193
2	Hourly	22.60
	Biweekly	1,808.00
	Annual *	47,153
3	Hourly	23.14
	Biweekly	1,851.20
	Annual *	48,279
4	Hourly	23.65
	Biweekly	1,892.00
	Annual *	49,343
5	Hourly	24.20
	Biweekly	1,936.00
	Annual *	50,491
6	Hourly	24.73
	Biweekly	1,978.40
	Annual *	51,597
7	Hourly	25.29
	Biweekly	2,023.20
	Annual *	52,765
8	Hourly	25.87
	Biweekly	2,069.60
	Annual *	53,975
9	Hourly	26.44
	Biweekly	2,115.20
	Annual *	55,164

10	Hourly	27.01
	Biweekly	2,160.80
	Annual *	56,354
11	Hourly	27.63
	Biweekly	2,210.40
	Annual *	57,647
12	Hourly	28.27
	Biweekly	2,261.60
	Annual *	58,983
13	Hourly	28.88
	Biweekly	2,310.40
	Annual *	60,255
14	Hourly	29.52
	Biweekly	2,361.60
	Annual *	61,591
15	Hourly	30.20
	Biweekly	2,416.00
	Annual *	63,009
16	Hourly	30.85
	Biweekly	2,468.00
	Annual *	64,365
17	Hourly	31.54
	Biweekly	2,523.20
	Annual *	65,805
18	Hourly	32.25
	Biweekly	2,580.00
	Annual *	67,286
19	Hourly	32.98
	Biweekly	2,638.40
	Annual *	68,809
20	Hourly	33.71
	Biweekly	2,696.80
	Annual *	70,333

APPENDIX E

ENTRANCE LEVEL CLASSIFICATIONS

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

APPENDIX F

HEALTH CARE MANAGEMENT PROGRAM (WELLNESS PROGRAM)

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

1. The State System shall continue to make a wellness program available in accordance with Recommendation 24 of this Memorandum.
2. There shall be no pre-existing condition exclusion for participation in the wellness program.
3. The wellness program shall be made available to active employees and covered spouses in the PPO plan.
4. New employees enrolled in the PPO plan and hired less than 30 days prior to the cutoff date(s) for completion of the health care management program requirements will automatically contribute at the participant level as set forth in Recommendation 24, Section 3. The employee and covered spouse must complete the health care management program requirements by the next participation cutoff date in order to continue to contribute at the participant level for the next fiscal year.

An employee and covered spouse who elects not to complete the health care management program requirements will be eligible for contributions at the participant level as set forth in Recommendation 24, Section 3. in subsequent fiscal years provided that they complete the requirements by the completion cutoff date.

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

APPENDIX G

DISABILITY RETIREMENT DETERMINATION PROCEDURE FOR ALTERNATIVE RETIREMENT PLAN PARTICIPANTS

This procedure is adopted to implement the disability retirement determination standard created by Recommendation No. 13, Section 7.b.(2), and Recommendation No. 24, Section 6.f.(2) of the Memorandum of Understanding.

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

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

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

4. Disputes arising under this Appendix shall be not be subject to the Grievance and Arbitration provisions of Recommendation No. 39 of the Memorandum of Understanding.

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

APPENDIX H

ORGANIZATIONAL SENIORITY UNITS

Furloughs

- 1) Each University (14)

APPENDIX I

SIDE LETTER – UPMC HMO PLAN

April 14, 2014

Mr. Thomas Hearn
Vice President, Local 502
Security, Police, Fire Professionals of America
P.O. Box 103
Shippenville, PA 16254

Dear Mr. Hearn:

This will confirm the discussions and agreement reached between the Security, Police, and Fire Professionals of America (SPFPA) and the Pennsylvania State System of Higher Education (PASSHE) concerning the method by which PASSHE and SPFPA will jointly respond to the ongoing provider contract dispute between the University of Pittsburgh Medical Center (UPMC) and Highmark. PASSHE and SPFPA agree that this response is developed to provide PASSHE employees represented by SPFPA an option to continue to receive health care service from UPMC providers currently available in the Highmark service provider network.

PASSHE and SPFPA recognize that in the September 1, 2011 to August 31, 2014 Collective Bargaining Agreement (CBA) and in the September 1, 2011 to August 31, 2014 Memorandum of Understanding (MOU), the two parties agreed/understood that effective July 1, 2012, the HMO plans offered would be closed to SPFPA members. This agreement/understanding to close HMOs as a health care coverage option therefore required that all eligible PASSHE employees represented by SPFPA and previously enrolled in PASSHE offered HMO plans for health care coverage would be moved into the Highmark PPO plan for health care coverage on and after July 1, 2012.

Therefore PASSHE and SPFPA hereby agree that:

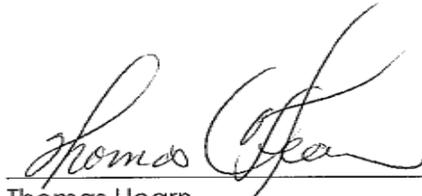
- Effective July 1, 2014, SPFPA members who reside within the service area of the UPMC HMO Plan will be given the choice to elect health care coverage in the UPMC HMO Plan, or to continue to elect coverage in the Highmark PPO Plan.
- If the UPMC and Highmark provider contract dispute is resolved in such a manner that provides Highmark PPO members with in-network access to UPMC facilities and providers, the UPMC HMO plan will be closed to new SPFPA enrollments, and at the next scheduled open enrollment the SPFPA members who elected coverage in the UPMC HMO plan will be moved into the Highmark PPO plan.

Mr. Thomas Hearn, Vice President, Local 502
Letter of Agreement, UPMC/Highmark
April 14, 2014
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Sincerely,

Frank T. Brogan
Chancellor

FTB/MAM/keb


Thomas Hearn
On behalf of SPFPA

4/14/14
Date