

**AGREEMENT**

BETWEEN

**PENNSYLVANIA STATE SYSTEM  
OF HIGHER EDUCATION**

AND

**STATE COLLEGE AND UNIVERSITY  
PROFESSIONAL ASSOCIATION/  
PENNSYLVANIA STATE EDUCATION ASSOCIATION/  
THE NATIONAL EDUCATION ASSOCIATION**

July 1, 2019 to June 30, 2023

## TABLE OF CONTENTS

Preamble .....	1
Article 1, Recognition and Definitions .....	2
Article 2, Accretion.....	2
Article 3, Professional Status.....	3
Article 4, Management Rights .....	3
Article 5, SCUPA Business .....	4
Article 6, Maintenance of Membership .....	5
Article 7, Dues Deduction.....	6
Article 8, Return of Managers and Supervisors to the Bargaining Unit.....	7
Article 9, Workload .....	8
Article 10, Salaries and Wages .....	11
Article 11, Personnel Files .....	13
Article 12, Classification .....	14
Article 13, Grievance and Arbitration .....	16
Article 14, Discharge, Demotion, Suspension, and Discipline.....	20
Article 15, No Strikes and No Lockouts.....	21
Article 16, Summer Employment .....	22
Article 17, Holidays .....	23
Article 18, Vacations .....	25
Article 19, Sick Leave and Bereavement Leave.....	27
Article 20, Personal Leave.....	30
Article 21, Parental Leave.....	31
Article 22, Military Leave.....	37
Article 23, Civil Leave.....	40
Article 24, Leaves of Absence .....	41
Article 25, Leaves of Absence without Pay.....	41
Article 26, Family Care Leave.....	42
Article 27, Work-Related Injuries.....	44
Article 28, Health Benefits .....	46
Article 29, Life Insurance .....	53
Article 30, Disability Retirement Determination Procedure for ARP Participants .....	54
Article 31, Temporary Professional Employee.....	55
Article 32, Professional Evaluation .....	57
Article 33, Furlough and Recall.....	58
Article 34, Vacancies .....	62
Article 35, Grant Funded Program Coordinators.....	62
Article 36, Miscellaneous Provisions .....	63
Article 37, Fair Practices.....	68
Article 38, Contracting Out Bargaining Unit Work.....	68
Article 39, Term of Agreement.....	70
Appendix A, Pay Schedule, Effective July 7, 2018.....	72
Appendix B, Pay Schedule, Effective November 1, 2020.....	74
Appendix C, Pay Schedule, Effective January 15, 2022 .....	76
Appendix D, Pay Schedule, Effective April 1, 2023 .....	78
Appendix E, Rules of the Accelerated Grievance Procedure .....	80

Appendix F, Sick Leave Bank Rules and Procedures..... 84  
Appendix G, New Classification System..... 88

## PREAMBLE

This Agreement made and entered into by the State College and University Professional Association, PSEA/NEA, hereinafter SCUPA, and the Board of Governors of the Pennsylvania State System of Higher Education (hereinafter the State System or Employer) for and on behalf of itself, the State Universities and their respective Councils of Trustees hereinafter Employer, has as its purpose the promotion of harmonious relations between SCUPA and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and other conditions of employment. SCUPA and the Employer assert their mutual intention to abide by the spirit and intent of the terms of this Agreement.

The provisions of this Preamble shall not be subject to the Grievance and Arbitration procedure provided for in Article 13.

## ARTICLE 1

### RECOGNITION AND DEFINITIONS

Section 1. SCUPA is recognized by the Employer as the sole and exclusive representative of only those professional employees in the bargaining unit described and certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-11,447-C, as amended, with respect to the Employer's obligation to both "negotiate" and "meet and discuss" as those terms are used and defined in the Public Employee Relations Act (Act 195).

Section 2. The term "professional employee" when used in this Agreement refers only to those professional persons falling within the parameters of the certification, as amended, referred to in Section 1 of this Article. It is also recognized by the parties that the "professional employees" referred to in this Agreement normally have obtained a minimum of a Bachelor's degree from an accredited college or university.

Section 3. The term "Employer" when used in this Agreement refers only to the Pennsylvania State System of Higher Education, its Board of Governors and Universities.

Section 4. This Agreement pertains only to "professional employees" as that term is defined in Section 2 above.

## ARTICLE 2

### ACCRETION

Should additional Universities or branch campuses of Universities be established, SCUPA will be recognized as the exclusive representative of professional employees as described by the Certification Order issued by the Pennsylvania Labor Relations Board in Case No. PERA-R-11,447-C, as amended. The inclusion or exclusion of individual professional employees will be determined through meet and discuss sessions between SCUPA and the Pennsylvania State System of Higher Education or its designee. Such meet and discuss will be held within two weeks from the date of notice of the proposed change unless the parties mutually agree to an extension. In the event that any disagreement still exists after the parties have met and discussed, SCUPA is free to appeal to the Pennsylvania Labor Relations Board in the form of a unit clarification and the Employer is free to implement its proposed changes.

## ARTICLE 3

### PROFESSIONAL STATUS

Section 1. The employees in this unit are professional employees in the educational field. As professional employees, it is understood that their work is predominantly intellectual and varied in character; requires consistent exercise of discretion and judgment; and requires knowledge of an advanced nature produced by specialized study. Because of the multitude of jobs within this bargaining unit, as well as the variety of task assignments, the relationship between these professional employees and their supervisors will not always be uniform. Generally, whenever feasible, certain basic concepts should be present in this relationship. Among these are the following:

1. The professional employees should perform task assignments with minimum of supervision.
2. The professional employee should be given broad discretion in developing solutions to problems, consistent with the needs of management.
3. A professional employee who is charged with the implementation of a program should have an opportunity to participate in the planning stages for the program.
4. The professional employee is expected to continually reevaluate a program and to recommend changes when necessary.

Both parties recognize that the provisions of this section represent goals and, as such, are not subject to the Grievance and Arbitration procedure provided for in Article 13 of this Agreement.

## ARTICLE 4

### MANAGEMENT RIGHTS

Section 1. It is understood and agreed by the parties hereto that the Employer at its sole discretion, possesses the right, in accordance with applicable laws, and regulations, to manage all operations including the direction of the university and the right to plan, direct and control the operation of all equipment and other property of the Employer, except as specifically modified by the terms of this Agreement.

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

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

## ARTICLE 5

### SCUPA BUSINESS

Section 1. The Employer agrees to provide space on bulletin boards as well as use of electronic mail to SCUPA for the announcements of meetings, election of officers of SCUPA and any other material related to SCUPA business. Agreements to permit the utilization of other electronic communication platforms for SCUPA business may be reached between the University and the SCUPA Campus President. Furthermore, SCUPA shall not post material detrimental to the labor/management relationship nor of a political or controversial nature. SCUPA may send either postage paid or interoffice mail related to SCUPA business to the local official SCUPA representative at appropriate facilities to which mail is delivered or may utilize electronic mail for the same purpose.

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

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

SCUPA representatives shall be permitted to investigate grievances during working hours on the Employer's premises after notification is given to the human resource officer or his/her designated representative. If the association representative is an employee of the Employer, he/she shall request from his/her immediate supervisor reasonable time off from their regular duties to process such grievances. The Employer will provide a reasonable number of professional employees with time off, if required, to attend negotiating meetings, subject to the Employer's responsibility to maintain efficient operations.

Section 3. An Employer representative(s) shall meet and discuss with committees of SCUPA representatives at the State System or university levels at mutually agreeable times upon request of SCUPA to resolve problems dealing with the implementation of this Agreement and matters of inherent managerial policy which affect terms and conditions of employment for professional employees. Such meet and discuss sessions will be held at the managerial level having authority to deal with the issues raised in the written agenda presented by SCUPA. Both parties intend that such meet and discuss sessions will permit input and recommendations by SCUPA representatives and will permit the dissemination and exchange of information.

Section 4. SCUPA's designated campus representative shall be given a place on the agenda at

those formal university-wide orientations which are held for administrative staff and faculty and where representatives of other employee groups are also given a place on the agenda.

Section 5. The State System and/or the Universities shall advise the SCUPA Headquarters and the local SCUPA President respectively two (2) weeks in advance, or promptly after scheduling, of open meetings of the the State System Board of Governors or of the University's Council of Trustees respectively; and shall provide SCUPA with a copy of the agenda in advance of such meetings, if one is available. SCUPA, as the exclusive bargaining agent for professional employees, shall, at reasonable times and upon reasonable notice, have the right to request a place on the agenda for any such meeting. Any such request shall not be unreasonably denied. In addition, SCUPA shall be provided with copies of official minutes of all such meetings upon publication, provided the same are available for public distribution.

Section 6. The designated campus SCUPA representative shall have access to the use of university equipment at reasonable times and after reasonable notice, provided such use does not interfere with the normal operations of the university. SCUPA shall pay the cost of all materials, supplies and other charges incident to such use.

Section 7. When the President of a university or his/her designee appoints a search committee or other University committee, President or his/her designee shall extend the opportunity for SCUPA representation on any such committee that includes two (2) or more unions. Action or inaction by the President, or his/her designee, in accordance with this section shall not be subject to the Grievance and Arbitration procedure provided for in Article 13.

## ARTICLE 6

### MAINTENANCE OF MEMBERSHIP

Section 1. Each professional employee who, on the effective date of this Agreement, is a member of SCUPA and each professional employee who becomes a member after that date shall maintain, as a condition of employment, their membership in SCUPA; provided, however, that such a professional employee may resign from SCUPA and withdraw their dues check-off authorization in accordance with the following procedure:

A. A professional employee shall send a certified letter (return receipt requested) of resignation along with the official membership card of SCUPA to the President of SCUPA, Pennsylvania State Education Association, 4750 Delbrook Road, Mechanicsburg, Pennsylvania 17050 and a copy of the letter shall also be sent to System Human Resources at the Office of the Chancellor.

B. The letter referred to in A. above shall be either received or postmarked during the fifteen-day period prior to the expiration date of this Agreement and shall state that the professional employee is resigning their membership in SCUPA. Submission of a letter of resignation from SCUPA shall also be construed as a request to revoke the dues deduction authorization.



Section 2. The payment of dues uniformly required of the membership shall be the only requisite employment condition.

Section 3. SCUPA 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 action taken or not taken by the Employer under the provisions of this Article.

Section 4. The SCUPA Campus President shall be notified when a professional employee in the bargaining unit represented by SCUPA is newly hired or transferred into the bargaining unit, transfers out of the bargaining unit into another bargaining unit or a non-represented position, resigns, or retires from his/her position.

## ARTICLE 7

### DUES DEDUCTION

Section 1. The Employer agrees to deduct in bi-weekly installments the regular annual dues of SCUPA from the pay of those professional employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified in writing by SCUPA to the Employer and the aggregate deductions of all professional employees shall be remitted together with an itemized statement which shall include the name of the individual and the amount so deducted by the last day of the succeeding month after such deductions are made. Each professional employee's written authorization shall be irrevocable during the term of this Agreement or any extensions thereof but may be revoked in accordance with the procedure provided for in Article 6. In the event said written authorization for dues deduction is not revoked in accordance with the procedure provided for in Article 6 or as allowed by Act 195, said written authorizations will continue to apply during the terms of any successor collective bargaining agreement between the parties.

A. SCUPA shall provide the Employer with the amount of annual dues to be deducted per professional employee on or before August 1 of each year. If SCUPA does not provide the Employer with this figure by August 1, the Employer will use the annual dues amount provided for the preceding year.

B. The annual dues amount will be deducted from a professional employee's paycheck in 20 equal installments beginning with the first full pay period of the academic year and ending with the last full pay period of the academic year.

1. If a professional employee begins employment, or returns from a leave of absence without pay, after the beginning of the academic year but prior to the end of the fall semester, the professional employee must pay the full amount of annual dues. In this case, the amount deducted from the professional employee's first paycheck will include the regular bi-weekly installment and the total amount of all prior installments processed to date for that academic year. This section shall also apply

to any current employee who submits a dues deduction card after the beginning of the academic year but prior to the end of the fall semester.

2. If a professional employee begins employment on or after the beginning of the spring semester, the professional employee must pay 50 percent of the amount of annual dues. In this case, the amount deducted from the professional employee's first paycheck will include the regular bi-weekly installment and the total amount of all prior installments processed to date for the spring semester. This section shall also apply to any current employee who submits a dues deduction card on or after the beginning of the spring semester.

C. For purposes of this section, the following definitions shall apply:

1. Academic Year: Twenty (20) bi-weekly pay periods beginning with the first pay period when the Employer's payroll begins processing checks for faculty who work the academic year, and ending twenty (20) bi-weekly pay periods later.
2. Fall Semester: The first ten (10) pay periods in the academic year.
3. Spring Semester: The last ten (10) pay periods in the academic year.

Section 2. When a professional employee revokes his/her written authorization in accordance with the procedure provided for in Article 6, the Employer shall halt the check-off of dues effective with the first full pay period following the expiration date stated in this Agreement.

Section 3. The Employer shall provide SCUPA, on a quarterly basis, a list of all professional employees in the bargaining unit represented by SCUPA. This list shall contain the professional employee's name, personnel number, address, work location, class code and whether or not the professional employee is a member or non-member.

Section 4. SCUPA shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer under the provisions of this Article.

## ARTICLE 8

### RETURN OF MANAGERS AND SUPERVISORS TO THE BARGAINING UNIT

Section 1. A management or supervisory level employee who has previously held a SCUPA position covered by this Agreement may return to a SCUPA position covered by this Agreement provided there is a vacancy and provided further the President of the university has approved the return of said management or supervisory level employee.

Section 2. The seniority standing of a management or supervisory level employee who returns to a position in the bargaining unit in accordance with the procedure provided in Section 1 above shall be determined by the provisions of Article 33, Section 1.B.

## ARTICLE 9

### WORKLOAD

Section 1. A. New professional employees shall be placed on a nine-month (20 pay periods) work schedule or a twelve month (26.08 pay periods) work schedule at the discretion of the President or his/her designee(s). Each new professional employee placed on a nine-month work schedule may elect to have his/her pay distributed over 26 pay periods. The President or his/her designee(s) shall retain the right to transfer professional employees from a twelve-month schedule to a nine-month schedule and vice-versa. In making such transfers, the President or his/her designee(s) shall first seek to obtain volunteers from among the professional employees in the affected department, program, or functional area who have the qualifications and experience to do the work planned. In the event a sufficient number of volunteers is not obtained, the President or his/her designee(s) shall make such transfers in the inverse order of seniority (least senior first) from among those professional employees in the affected department, program or functional area who have the qualifications and experience to do the work planned.

B. A University or the Office of the Chancellor may appoint newly hired or existing nine-month professional employees to start up to four (4) weeks before the beginning of the fall academic semester or up to four (4) weeks after the beginning of the fall academic semester. In either case above, the end of the spring semester of that academic year will be adjusted accordingly to maintain a nine-month schedule for the academic year for the nine-month professional employee.

Section 2. A. The parties hereto recognize that the work of the professional employees in this bargaining unit cannot always be standardized with respect to a given period of time and may require weekend and evening work in order to accomplish all required tasks. As such the weekly work schedule of all professional employees shall normally consist of thirty-seven and one-half (37 1/2) hours to be worked within a work week. However, it is understood that circumstances may dictate that the Employer require additional periods of work beyond the normal hours of a professional employee's basic work schedule. In the event a professional employee is required to work beyond the normal thirty-seven and one-half (37 1/2) hour basic work schedule, the professional employee shall receive compensatory time, hour for hour, for work in excess of thirty-seven and one half (37 1/2) hours in any workweek. Workweek is defined as Saturday through Friday.

B. Compensatory time earned in accordance with the provisions of Section 2.A shall be scheduled by the immediate supervisor in an effort to minimize the amount of accumulated but unused compensatory time at the end of the fiscal year. Management shall make reasonable efforts to schedule earned compensatory time at times requested by the professional employee subject to management's responsibility to maintain efficient operations. Concerns regarding the

inability to schedule earned compensatory time shall first be discussed with the professional employee's supervisor. If the concerns are not resolved, the professional employee may request a meeting with his/her reviewing officer for this purpose.

C. Compensatory time earned in accordance with the provisions of Section 2.A shall be scheduled by the professional employee in accordance with part B immediately above and/or by the President or his/her designee(s). Unused compensatory time earned from July 1, 2019 through and including July 31, 2020 shall be processed for payment during the next full pay period following July 31, 2020 and paid at the next pay date at the rate in effect at the time of payment.

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

D. A professional employee separated from the service of the Employer for any reason prior to being allowed to take compensatory time earned in accordance with the provisions of Section 2.A above shall be compensated in lump sum for any unused compensatory time he/she has accumulated at the time of separation. Payment for earned but unused compensatory leave under this section shall be based on the rate of pay in effect at the time of separation.

Effective August 1, 2020, this section (Section 2) shall expire and be replaced with Section 3 below.

Section 3. A. The parties hereto recognize that the work of the professional employees in this bargaining unit cannot always be standardized with respect to a given period of time and may require weekend and evening work in order to accomplish all required tasks. As such the weekly work schedule of all professional employees shall normally consist of thirty-seven and one-half (37 1/2) hours to be worked within a work week. However, it is understood that circumstances may dictate that the Employer require additional periods of work beyond the normal hours of a professional employee's basic work schedule. In the event a professional employee is required to work beyond the normal thirty-seven and one-half (37 1/2) hour basic work schedule, the professional employee shall receive compensatory time, hour for hour, for work in excess of thirty-seven and one half (37 1/2) hours in any workweek. Workweek is defined as Saturday through Friday.

B. The compensatory time year shall be the first full pay period in August of each year through and including the last pay period that begins in July of the following year. Compensatory time earned during the compensatory time year in accordance with the provisions of Section 3.A shall be scheduled by the immediate supervisor in an effort to minimize the amount of accumulated but unused compensatory time at the end of the compensatory time year. Management shall make reasonable efforts to schedule earned compensatory time at times requested by the professional employee subject to management's responsibility to maintain efficient operations. Concerns regarding the inability to schedule earned compensatory time shall first be discussed with the professional employee's supervisor. If the concerns are not resolved, the professional employee may request a meeting with his/her reviewing officer for this purpose.

C. Compensatory time earned in accordance with the provisions of Section 3.A shall be scheduled by the professional employee in accordance with part B immediately above and/or by the President or his/her designee(s). Unused compensatory time earned during the compensatory time year that is not used during the compensatory time year shall be processed for payment during the next full pay period and paid at the next pay date at the rate in effect at the time of payment.

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

D. A professional employee separated from the service of the Employer for any reason prior to being allowed to take compensatory time earned in accordance with the provisions of Section 3.A above shall be compensated in lump sum for any unused compensatory time he/she has accumulated at the time of separation. Payment for earned but unused compensatory leave under this section shall be based on the rate of pay in effect at the time of separation.

Section 4. The academic university calendar shall not be applicable to professional employees in this unit.

Section 5. A. A professional employee is on standby during the period that the professional employee is required to remain at home or on the university grounds and be available for emergencies. Only professional employees, who are required by university management to be on standby, shall receive compensatory time off equivalent to 25 percent of such standby time provided each standby time assignment is at least one (1) hour. Standby time shall not be considered hours worked for the purpose of calculating compensatory time in accordance with Section 2.A above.

B. A professional employee will also be considered to be on standby time if required by university management to leave a telephone number or carry an employer provided cellular telephone in order to be able to return to the university within 15 minutes or less. In such cases, the provisions of paragraph 5.A above will apply.

C. If a professional employee is required to return to the university, compensatory time will be earned as provided for in Section 2.A above, beginning with the time the professional employee arrives at the designated university work site.

D. If a professional employee is on university grounds and is required to be on standby time, the professional employee will earn compensatory time as provided for in Section 2.A above, beginning with the time the professional employee arrives at the designated university work site.

Section 6. The State System shall continue to participate, consistent with the Commonwealth's Deferred Compensation Program, in a governmental 457(b) program that allows employees to supplement retirement benefits with voluntary employee salary contributions.

Contributions may include, if elected by an employee, compensation payable as bona fide sick, vacation or other leave payable upon retirement to a participant, up to the maximum annual deferral limits governed by Section 457 of the Internal Revenue Code. Employees must enter into a participation agreement prior to retirement in accordance with the provisions of the deferred compensation plan document.

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

## ARTICLE 10

### SALARIES AND WAGES

Section 1. Effective July 1, 2019, employees will continue to be paid in accordance with the July 7, 2018 pay schedule in Appendix A.

Section 2. Effective November 1, 2020, each professional employee covered by this Agreement who is in an active pay status and whose salary is at or below the maximum of the professional employee's applicable pay range shall receive a general pay increase of three percent (3.0%) as reflected in the pay schedule contained in Appendix B.

Section 3. Effective at the beginning of the spring semester 2022 (January 15, 2022) , each professional employee covered by this Agreement who is in an active pay status and whose salary is at or below the maximum of the professional employee's applicable pay range shall receive a general pay increase of one and one-half percent (1.5%) as reflected in the pay schedule contained in Appendix C.

Section 4. Effective April 1, 2023, each professional employee covered by this Agreement who is in an active pay status and whose salary is at or below the maximum of the professional employee's applicable pay range shall receive a general pay increase of two percent (2.0%) as reflected in the pay schedule contained in Appendix D.

Section 5. A professional employee whose salary exceeds the maximum of the professional employee's applicable pay range when the general pay increases outlined in Sections 2, 3 and 4 are effective shall receive the annual amount of the general pay increase, based on the professional

employee's pay rate in effect on the date prior to the general pay increase, in the form of a one-time cash payment rounded to the nearest dollar. The cash payment shall be paid on the next payday after the general pay increase is effective.

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

Section 6. A. Employees covered by this Agreement who have been employed continuously by the State System since the beginning of the Spring Semester 2021 (January 16, 2021), are in an active pay status and whose salary is below the maximum of the pay range assigned to his/her class will be eligible to receive a one step service increment effective at the beginning of the Spring Semester 2022 (January 15, 2022).

B. For nine (9) month professional employees, the above step increase shall take effect with the 11<sup>th</sup> pay of the 2021-22 academic year for professional employees on a 20 pay schedule and the 14<sup>th</sup> pay of the 2021-22 year for professional employees on a 26 pay schedule.

C. Employees who are at or above the maximum step of their pay range and are in an active pay status (not otherwise eligible for a step increment under A. above) shall receive a one-time cash payment of two and one-half percent (2.5%).

D. Employees covered by this Agreement who have been employed continuously by the State System since the beginning of the Spring Semester 2022 (January 15, 2022) and whose salary is below the maximum of the pay range assigned to his/her class will be eligible to receive a one step service increment effective at the beginning of the Spring Semester 2023 (January 14, 2023).

E. For nine (9) month professional employees, the above step increase shall take effect with the 11<sup>th</sup> pay of the 2022-23 academic year for professional employees on a 20 pay schedule and the 14<sup>th</sup> pay of the 2022-23 year for professional employees on a 26 pay schedule.

F. Employees who are at or above the maximum step of their pay range (not otherwise eligible for a step increment under D. above) shall receive a one-time cash payment of two and one-half percent (2.5%).

G. The provisions of Section 6.A through F. shall not apply to professional employees in the Grant Funded Program Coordinator class series except as provided in Article 35, Section 4.

H. A professional employee's performance rating shall not be used in determining his/her entitlement to a service increment. The annual increment shall be granted solely on the basis of service.

Section 7. A professional employee on leave without pay shall, upon return to active status, shall be entitled to the above general pay increases outlined in Sections 2, 3 and 4 and the cash payment outlined in Section 5 where applicable.

Section 8. All professional employees, including Grant Funded Program Coordinators, hired into classifications covered by this agreement shall be paid at the minimum rate of the pay range. Above the minimum appointments may be made following local "Meet & Discuss" between the University and local SCUPA representatives. This provision will not apply to bargaining unit members who move from one State System University to another.

## ARTICLE 11

### PERSONNEL FILES

Section 1. There shall be one official personnel file for each professional employee. The contents of a professional employee's official personnel file, excluding pre-employment information, shall be available for examination by the professional employee. Such examination shall be at the location where the official personnel file is maintained and shall be conducted in the presence of the human resource officer or his/her designee during regular office work hours and provided that there shall be no undue interference with the normal routine of the office. During such examination, material shall not be removed from or added to the folder nor shall its contents be altered in any way. A professional employee, if he/she so desires, shall be entitled to have a representative with him/her while reviewing his/her own file. If there is any disagreement as to the contents of the official personnel file, a professional employee shall have the right to submit a statement concerning any material in his/her file and any such statement shall then become part of the official personnel file. A professional employee will be given a copy of any letter of discipline which is placed in the official personnel file.

Section 2. A designated SCUPA representative shall have the right to review the official personnel file for professional employees provided the professional employee has given his/her express written approval. Such examination by the designated SCUPA representative shall be at the location where the official personnel file is maintained and shall be conducted in the presence of the human resource officer or his/her designee during regular office work hours and provided further that there shall be no undue interference with the normal routine of the office.

Section 3. A professional employee shall be notified in the event his/her official personnel file is subpoenaed in accordance with law.

Section 4. In addition to the professional employee, only the President of the university or his/her designee(s) shall have access to the official personnel file, without the express written approval of the professional employee.

## ARTICLE 12

### CLASSIFICATION



Section 1. The Employer shall retain the right to determine the classification and pay level of all positions covered by the Agreement and shall also retain the right to assign professional employees to the appropriate classification and pay level.

Section 2. A. In the event a professional employee considers his/her permanent position to be improperly classified, the professional employee may process an appeal for reallocation of his/her position in accordance with the procedure provided for below and said procedure shall be the exclusive procedure for the resolution of classification disputes.

1. An individual professional employee, who considers his/her permanent position to be improperly classified, may file a written appeal including a copy of the professional employee's job description under review with the university Human Resource Office. Upon receipt of the appeal in the Human Resource Office, it shall be date stamped. This date shall be the effective date should the professional employee's position be reclassified. A classification review shall be conducted by a representative of the Human Resource Office, and a written response, which includes the rationale for the decision, will be provided to the professional employee and the supervisor within thirty (30) calendar days.
2. In the event the matter is not resolved at Step 1, the professional employee may appeal in writing to the Final Appeal Committee. Such appeal shall be sent to the State System's Office of the Chancellor, Labor Relations within thirty (30) calendar days of the date of the Step 1 response. The appeal must include at a minimum a copy of the professional employee's job description under review and a copy of the decision of the university Human Resource Office.
3. The Final Appeal Committee shall be composed of three members: one member selected by SCUPA, one member selected by the Employer, and one neutral member who is a mutually acceptable Commonwealth annuitant with classification experience or someone otherwise mutually acceptable. In the event the parties cannot agree on an acceptable neutral member, the neutral member shall be selected from a list of arbitrators supplied by the Bureau of Mediation. The appeal will be heard by the Committee within forty-five (45) working days from the date it is date-stamped at the Office of the Chancellor and a decision will be rendered within forty-five (45) working days from the date the appeals hearing is considered closed. These time frames may be extended by mutual agreement.
4. The determination of the Final Appeal Committee shall be controlling except that the Chancellor may decide not to accept/implement a specific decision. In such cases, SCUPA will be advised, in writing, as to the reason the decision is not acceptable.

Neither the decision of the Chancellor nor classification appeals shall be subject to the Grievance and Arbitration Procedure provided for in Article 13 of this Agreement. Effective January 1, 2015 Article 12, Section 2.A.4. the determination of the Final Appeal Committee shall be final.

5. The evidence to be presented to the Final Appeal Committee shall be limited to that disclosed by the parties at the University level. Any later discovered or developed evidence not disclosed to the other party at the university level will be submitted to the other party as soon as practical after discovery or development, but in no event later than forty-eight (48) hours prior to the Final Appeal Committee meeting.

B. If a determination is made in the course of an appeal that a position should be upgraded, the professional employee will be placed at a step in the new pay range that is equal to the minimum step of the new pay range or two (2) steps above the professional employee's current rate of pay, whichever is greater. In no event shall a professional employee's pay rate exceed the maximum of the pay range. The professional employee's rate of pay shall be adjusted retroactive to the date the appeal was date stamped in the University Human Resource Office.

C. If a determination is made in the course of an appeal that a position should be downgraded, the professional employee shall be demoted to the proper classification and pay range without any reduction in salary.

D. When a professional employee's position is found to be properly classified by the Final Appeal Committee, neither the professional employee nor SCUPA, on behalf of that professional employee, may file another classification appeal within twelve (12) months of the decision unless the employee and the employee's supervisor agree that organizational changes made by the University modify the employee's job duties and responsibilities.

Section 3. SCUPA recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual professional employees and it further recognizes that such assignments may include work not normally associated with the position occupied by an individual professional employee or group of professional employees.

Whenever a professional employee temporarily is charged to perform a majority of the core duties of a higher rated position which is vacant due to illness, retirement, resignation, promotion, organization changes, etc., for a period of any fifteen (15) full cumulative days in a calendar quarter, the professional employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to the minimum step of the pay range for the temporary position or two steps above his/her current rate of pay, whichever is greater. Such professional employee while temporarily charged to perform the duties of a vacant position and being paid accordingly will also be paid at the higher rate for a holiday, provided the professional employee is charged to perform the duties of a vacant position on the scheduled workday immediately prior and immediately after such holiday and is paid at the higher rate on those days. The holiday shall not count toward the requirement for fifteen (15) full cumulative days in a quarter. Payment shall be made no later than

one calendar month following the end of each quarter. If the vacancy is filled permanently by other than the professional employee temporarily performing the duties of the vacant position, the professional temporary employee assigned shall be returned to his/her former position but shall receive any increments to which he/she would have been entitled had he/she remained in his/her normal assignment.

Section 4. Prior to implementing any changes to the current classification method and/or benchmarks, the Employer will review such with SCUPA. Neither SCUPA nor the Employer waive their right to raise whether implementation of the results of the consultant's review is subject to mandatory bargaining.

## ARTICLE 13

### GRIEVANCE AND ARBITRATION

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

STEP 1. The professional employee, either alone, or accompanied by a SCUPA representative, or SCUPA through its representative, where entitled, shall present the grievance in writing to the Employer's worksite designee within twenty-five (25) calendar days of the date of the occurrence giving rise to the dispute, or when the professional employee knew or by reasonable diligence should have known of the occurrence. The grievance submission at Step 1 shall include the following items:

- a. the name of the grievant;
- b. the nature of the grievance;
- c. specific contract provisions allegedly violated which may be amended up to the submission of the grievance at Step 3;
- d. corrective actions requested and reasons for such action; and
- e. name of designated SCUPA representative, if any.

In addition, in order for the grievance(s) to be discussed at Step 1, the respective Employer worksite designee must have received a written confirmation of the grievance(s) at least fifteen (15) calendar days prior to the prescheduled Step 1 meeting. This period may, however, be extended by mutual agreement. In the case of discharge or continuing liability grievances, such grievances may be discussed at an interim Step 1 meeting on a date that has been mutually agreed upon between the parties.

The parties agree the respective Employer worksite designee and the SCUPA counterpart must schedule and meet on a monthly Step 1 basis, if necessary, in order to attempt to resolve all outstanding grievances. At the Step 1 meeting, the parties will advise each other of all of the then known facts, including witnesses, and furnish copies of relevant reports

or investigations upon which the party will rely in proving and /or supporting its respective position.

When special circumstances preclude the disclosure of confidential student information at the Step 1 meeting, the case will be handled in accordance with the agreed upon procedures to be developed by the State System and SCUPA.

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

After the Step 1 meeting has been held, and the then known information the parties intend to rely on to support their respective positions has been discussed and exchanged, the respective Employer worksite designee must make a written disposition of the matter to SCUPA within fifteen (15) calendar days from the date of the Step 1 meeting.

In the event the grievance is not resolved at Step 1, any later discovered or developed evidence, not previously disclosed to the other party at the Step 1 meeting must be received by the other side as soon as practical after discovery and/or development, but in no event later than forty-eight (48) hours before the Step 2 hearing. (See Rule 4, Section 3 of the Rules of the Accelerated Grievance Procedure for Exceptions).

STEP 2. If the Step 1 response is not satisfactory, or a response has not been received by SCUPA within fifteen (15) calendar days of the Step 1 Meeting, SCUPA shall have fifteen (15) calendar days after the Employer's response is received or due, to appeal the decision by filing its grievance with the Joint State Committee (Committee). Such submission shall be made in writing, and shall be filed in accordance with the established procedures with the Office of the Chancellor, Labor Relations. Failure of SCUPA to submit grievances to the Committee within the fifteen (15) calendar day appeal period specified above shall be cause for the Employer to consider the grievance withdrawn.

When such filing (docketing) occurs, the docketing agent for the Committee (Chancellor's Office) will furnish official notice confirming the docketing of all cases scheduled to be heard by the Committee, along with the date, place, and time of the scheduled meeting to: the Office of the Chancellor, Labor Relations; the affected university; and SCUPA's Mechanicsburg office.

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

The Committee shall neither add to, subtract from, nor modify the provisions of the Agreement.

The Committee shall be confined to the precise issue submitted, as outlined on the original grievance form, and shall have no authority to determine any other issues not so submitted.

If the Committee is unable to reach a decision by majority vote, the matter will be considered “deadlocked.” A majority decision of the Committee shall be final and binding on both parties. Decisions of the Committee shall operate as precedent, unless otherwise specifically noted.

A reasonable number of witnesses shall be permitted to attend Committee meetings without suffering the loss of any pay, when their presence is required because of the State System’s refusal to accept the witnesses’ written statements, as provided for in the Rules of the Accelerated Grievance Procedure. Grievants shall be treated in exactly the same manner as witnesses under this procedure.

A professional employee, who presents a grievance or sits on the Committee Panel, shall do so without loss of pay or leave, provided SCUPA has indicated their desire to have that person participate in the procedure. The number of employees so designated shall not be abused.

All leave granted under the provisions of this Article shall be granted consistent with the maintenance of the Employer’s efficient operations.

The Committee will function under the Rules of the Accelerated Grievance Procedure agreed upon by the parties.

#### SYSTEM-WIDE GRIEVANCES

SCUPA may present grievances concerning System-wide actions directly to Step 2 within twenty-five (25) calendar days of the date of the occurrence giving rise to the dispute, or the date when SCUPA knew, or by reasonable diligence should have known, of its occurrence. However, SCUPA will meet with the official Office of the Chancellor designee prior to any hearing on such grievances, in order to resolve any factual disputes relating to such System-wide grievances.

At any time after Step 2 and prior to Step 3 of this grievance procedure, the parties, by mutual agreement, may invoke the services of the Pennsylvania Bureau of Mediation to attempt to adjust a grievance to the mutual satisfaction of the Employer and the Association. By its own terms, this mediation is nonbinding unless the Association and the Employer mutually agree in writing that it be binding. A request for mediation shall not act as a waiver of either party’s rights and during the pendency of mediation all timelines set forth herein shall be held in abeyance.

**STEP 3.** An appeal from a deadlocked decision at Step 2 may be initiated by SCUPA by written notice of the intent to proceed to arbitration. This notice must be sent within fifteen (15) calendar days after the deadlocked decision from Step 2 to the Office of the Chancellor, Labor Relations.

An impartial arbitrator is to be selected by agreement between the respective Co-Chairpersons of the Committee within fifteen (15) calendar days after the notice has been

given. Said arbitrators shall be selected on a rotational basis from an agreed upon list developed by the Office of the Chancellor, Labor Relations and SCUPA.

If the parties fail to agree on an impartial arbitrator, either party may request the Bureau of Mediation to submit a list of seven (7) possible arbitrators to the respective Co-Chairpersons. The Co-Chairpersons shall, within fifteen (15) calendar days of the receipt of said list, select the arbitrator by alternately striking one name from the list until one name remains. The party requesting the list shall strike the first name. The arbitrator shall be contacted within fifteen (15) calendar days after selection and the case scheduled as soon as possible.

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

The arbitrator shall neither add to, subtract from, nor modify the provisions of the Agreement.

The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

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

Each party shall bear the costs of preparing and presenting its own case. All fees and expenses of the arbitrator shall be divided equally between the parties, except where one of the parties to this Agreement request a postponement of a previously scheduled arbitration hearing which results in a settlement of the grievance, in which event the postponement charge shall be divided by the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. If SCUPA postpones the previously scheduled arbitration, then no liability will accrue to the State System between the previously scheduled hearing date and the date the case is heard by the arbitrator.

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

Section 2. All of the time limits contained in this Article may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish a precedent.

Section 3. A professional employee shall be permitted to have a representative of SCUPA present at each step of the grievance procedure, up to and including Step 2; subject, however, to Section 606, Article VI of the Public Employee Relations Act. Upon request by a professional employee or SCUPA representative, a Step 1 grievance meeting will be postponed or rescheduled, if necessary, if a SCUPA representative is temporarily unavailable to the professional employee.

Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

SCUPA shall furnish the Employer with the names and work locations of grievance representatives and shall notify the Employer of any changes. The parties hereto agree that the number of SCUPA representatives selected by SCUPA shall be a reasonable number and is a proper subject for negotiations between the parties.

An aggrieved professional employee and the SCUPA representative, if professional employees of the Employer, shall, subject to management's need to maintain efficient operations, be granted reasonable time during working hours, if required, to process Step 1 grievances in accordance with this Article without loss of pay or leave time, except as follows. SCUPA representatives who are professional employees of the State System shall be granted annual leave, personal leave or leave without pay to process or investigate grievances at work sites other than their own. Such leave shall be granted at the written request of the SCUPA representative, subject to management's need to maintain efficient operations. Except for emergencies, requests for such leave must be submitted five (5) working days in advance.

Section 4. The Committee will function under the Rules of the Accelerated Grievance Procedure in Appendix E.

## ARTICLE 14

### DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge, or take any disciplinary action against a professional employee without just cause. A professional employee may appeal a demotion, suspension or discharge beginning at the first step of the Accelerated Grievance Procedure, as appropriate. SCUPA shall be notified by the Employer of any demotion, suspension or discharge.

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

Section 3. During a professional employee's initial twelve (12) month probationary period, or any extension thereof, the provisions of Sections 1 and 2 above shall not apply.

Section 4. If, at any point during a professional employee's probationary period or any extension thereof, the president or his/her designee determines that a professional employee will not satisfactorily complete his/her probationary period, the professional employee will, to the extent possible, be given thirty (30) days notice prior to termination. Said notice shall not require paying a professional employee for time not worked.

Section 5. If a probationary professional employee is terminated or otherwise disciplined for a reason(s) other than failure to satisfactorily complete his/her probationary period, the professional employee may file a grievance in accordance with Article 13. However, any such grievance shall be limited to an assertion and proof by a professional employee that the termination or discipline was arbitrary and capricious. In such cases, the thirty (30) days notice period, provided for in Section 4 above, shall not apply.

Section 6. The probationary period may be extended by written agreement between the university, the local SCUPA representative, and the professional employee for an additional period. Periods of leave without pay or periods of time during which a professional employee is on work-related disability leave shall not count toward the twelve (12) months of probationary employment or any extension thereof.

Section 7. In those cases where a temporary employee is appointed to a permanent position, the duties of which differ from the temporary position held by the temporary employee, the provisions of this Article shall apply effective with the date of appointment to the permanent position.

Section 8. In those cases where a temporary employee is appointed on a permanent basis to the same temporary position held on a temporary basis, the employee shall not be required to serve an additional probationary period provided the employee has satisfactorily completed the initial twelve (12) months of probationary employment in the temporary position.

## ARTICLE 15

### NO STRIKES AND NO LOCKOUTS

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

Section 2. Should a strike as defined in Section 1 above occur, SCUPA, within 24 hours following the commencement of the strike, or upon the request of the Employer, shall:

- A. Publicly disavow such action by the professional employees.
- B. Advise the Employer in writing that such action has not been authorized or sanctioned by SCUPA.
- C. Post notices on bulletin boards at all locations where the strike is occurring advising all professional employees that it disapproves of such action and instruct the professional employees to return to work immediately.

Section 3. The Employer reserves the right to discipline, suspend, demote or discharge any



professional employee or employees who violate the provisions of Section 1 of this Article.

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

## ARTICLE 16

### SUMMER EMPLOYMENT

Section 1. Summer assignments shall be made at the discretion of the President or his/her designee(s) giving consideration to the members of this unit who have the qualifications and experience to do the work planned.

Section 2. In making summer assignments to professional employees in this unit, the President or his/her designee(s) shall first seek to obtain sufficient volunteers from among those professional employees on a nine-month schedule who have the qualifications and experience to do the work planned. In the event that the number of volunteers exceeds the number of available positions, assignments shall be offered in seniority order (most senior first) to those professional employees who have volunteered.

In the event a sufficient number of volunteers is not obtained, the President or his/her designee(s) shall assign summer employment to those professional employees who are on nine-month schedules and who have the qualification and experience to do the work planned. Such assignments shall be made in inverse order of seniority standing (least senior first).

For the purpose of this section only, seniority standing shall be determined by the length of unbroken service at the university in SCUPA positions covered by this Agreement.

Section 3. Where possible, summer employment assignments will be made on or before May 1. Summer employment assignments made after May 1, will only be made by mutual consent.

## ARTICLE 17

### HOLIDAYS

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

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

B. The following days shall be recognized as minor holidays and shall be scheduled by the President of each university during the time when the university is not at full operation or at such other time as may be mutually agreed. At the request of SCUPA, the President or his/her designee(s) shall meet and discuss concerning the matter of rescheduling the following minor holidays:

1. Presidents' Day
2. Columbus Day
3. Veterans' Day

A professional employee shall earn a minor holiday provided he/she was in an active pay status on the last half of his/her scheduled workday immediately prior and the first half of his/her scheduled workday immediately subsequent to the actual day the minor holiday is celebrated. A professional employee who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay shall be compensated for such holiday. A professional employee who is on a nine-month schedule and completes said nine-month schedule and is placed on a leave of absence without pay, shall be compensated for minor holidays earned and not taken. In the event the earning of a holiday is anticipated and a professional employee terminates employment prior to actually earning the anticipated holiday(s), such professional employee shall reimburse the Employer for the holiday(s) taken but not earned.

C. Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday.

Section 2. A permanent full-time professional employee shall be paid for any holiday listed in Section 1 of this Article, provided he/she was in active pay status on the last half of his/her scheduled work day immediately prior and the first half of his/her scheduled work day immediately subsequent thereto.

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

Section 3. A. If a permanent professional employee is required to work on a day listed in Section 1.A of the Article, he/she shall receive one and one-half (1 ½) hours of compensatory time for each one (1)hour worked.

B. If a permanent professional employee is required to work the days to which the holidays listed in Section 1.B of this Article have been rescheduled, he/she shall receive one hour of compensatory time for each one hour worked.

C. A permanent professional employee separated from the service of the Employer for any reason prior to taking compensatory time off earned by working on a holiday listed in Section 1.A and 1.B of this Article shall be compensated in lump sum for any unused compensatory time he/she has accumulated up to the time of separation.

Section 4. Permanent part-time professional employees shall receive holidays on a prorated basis and, at the option of the Employer, shall receive either prorated paid leave or shall be paid at his/her regular hourly rate of pay in lieu of such paid leave.

Section 5. Whenever the Employer declares a special holiday or part holiday for all professional employees under the Employer's jurisdiction, all permanent, full-time professional employees who are required to work on the day on which such holiday hours occur, shall receive time off with pay equivalent to the number of hours in the professional employee's normal work shift if a full holiday is declared, or a prorated share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the professional employee his/her regularly hour pay in lieu of such equivalent time off with pay.

Section 6. If and when the Commonwealth establishes a tax-qualified Leave Payout Plan, 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 \$5,000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

In the event that any participant (in the Leave Payout Plan) also participates in the the State System alternative retirement plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in code sections 402(g), 414 (v), or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

ARTICLE 18

VACATIONS

Section 1. Professional employees will be eligible for annual leave after thirty (30) calendar days of service with the Employer and shall earn annual leave in accordance with the following schedule:

<u>Service</u>	<u>Maximum Annual Leave Entitlement Per Year</u>
<i>Up to 1 year:</i> Annual leave will be earned at the rate of 4% of all Regular Hours Paid.	37.5 Hour Work Week: 78 hours (10.4 days).
<i>Over 1 year to 15 years inclusive:</i> Annual leave will be earned at the rate of 6% of all Regular Hours Paid.	37.5 Hour Work Week: 117 hours (15.6 days).
<i>Over 15 years to 25 years inclusive:</i> Annual leave will be earned at the rate of 8% of all Regular Hours Paid.	37.5 Hour Work Week: 156 hours (20.8 days).
<i>Over 25 years:</i> Annual leave will be earned at a rate of 10% of all Regular Hours Paid.	37.5 Hour Work Week: 195 Hours (26 days).

Regular Hours Paid as used in this Article include all hours paid up to 37.5 hours per week, except full-time out-service training and hours worked beyond the regular schedule. Work-related disability time shall be included in regular hours paid as provided for in Article 27, Section 3.

Professional employees shall be credited with a year of service for each twenty-six (26) pay periods completed in an active pay status, provided he/she was paid a minimum of one (1) hour in each pay period.

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

Section 3. Vacations shall be approved for the period of time requested by a professional employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of professional employees in the same work unit on vacation at the same time, the professional employee with the greatest seniority as it relates to total years of continuous service at the university in positions covered by this Agreement shall be given their choice of vacation in the event of any conflict in selection unless the leave request of a less senior professional employee had previously been approved.

Section 4. If a holiday occurs during the workweek in which vacation is taken by a

professional employee, the holiday shall not be charged to annual leave.

Section 5. A professional employee who becomes ill during their vacation shall not be charged annual leave for the period of illness provided satisfactory proof of such illness is furnished to the Employer upon their return to work.

Section 6. If a professional employee is required to work during his/her scheduled vacation period and is unable to reschedule his/her vacation during the calendar year due to work demands, the calendar year shall be extended for seven (7) pay periods for the purpose of rescheduling vacation.

Section 7. Upon separation from service for any reason, a professional employee shall be compensated in a lump sum payment for the unused vacation he/she has accumulated up to the time of separation unless precluded by law.

Section 8. Unused annual leave shall be carried over from one calendar year to the next provided that in no case shall the amount thus carried over exceed forty-five (45) days. 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 schedule and used during the first seven (7) pay periods of the next calendar year will be converted to sick leave, subject to the 300 day limitation contained in Article 19, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 9. The provisions of Section 1 of this Article shall not apply to professional employees who are hired with the expectation of being in an active pay status for less than nine (9) consecutive months or who are hired with the expectation of being in an active pay status from nine (9) to 12 consecutive months inclusive and without the expectation of working on an annually recurring basis unless such professional employees have worked 750 regular hours by the end of the last full pay period in each calendar year.

Section 10. A permanent professional employee who has one (1) or more years of service since his/her last date of hire may anticipate annual leave to which he/she becomes entitled during the then current calendar year unless the Employer has reason to believe that the professional employee has been abusing the leave privileges. Permanent professional employees with less than one year of service since their date of hire may not anticipate annual leave.

Section 11. The calendar year shall be defined as beginning with the professional employee's first full pay period commencing on or after January 1 and continuing through the end of the professional employee's pay period that includes December 31.

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

compensation plan document.

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

## ARTICLE 19

### SICK LEAVE AND BEREAVEMENT LEAVE

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

	<u>Maximum Sick Leave Entitlement Per Year</u>
Sick leave will be earned at a rate of	37.5 Hour Work Schedule:
6% of all Regular Hours Paid	117 Hours (15.6 days)

Regular Hours Paid as used in this Article include all hours paid up to 37.5 hours per week, except full time out-service training and hours worked beyond the regular schedule. Work-related disability time shall be included in regular hours paid as provided in Article 27, Section 3.

All professional employees shall be required to contribute to the sick leave bank earned sick leave in an amount equal to one percent (1%) of regular hours paid each biweekly pay period. It is understood by the parties that the sick leave in this bank is intended to provide sick leave coverage to professional employees who have suffered a catastrophic illness and who have exhausted all of their accumulated sick leave.

The Employer shall credit hours to the sick leave bank at quarterly intervals each calendar year.

The Sick Leave Bank Committee shall continue operation of the sick leave bank in accordance with the Sick Leave Bank Rules and Procedures as contained in Appendix F.

Section 2. A professional employee shall earn sick leave from their date of hire and may accumulate sick leave up to a maximum of 300 days.

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, a professional employee has been abusing sick leave privileges.

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

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

Section 6. A. A professional employee who retires on or after the effective date of this Agreement, 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 years of credited service in the State and/or Public School Employees' Retirement Systems. For purposes of this subsection, superannuation under the Alternative Retirement Plan shall be sixty (60) years of age with at least five (5) years of Commonwealth/State System service, or
2. Disability retirement, which requires at least five (5) years of credited service in the State and/or Public School Employees' Retirement Systems. For purposes of this subsection, a retirement under the Alternative Retirement Plan shall be considered disability if the retiree meets the same disability retirement standards used by the State Employees' Retirement System in accordance with the procedures provided for in Article 30, or

3. Other retirement with at least twenty-five (25) years of credited service in the State and/or Public School Employees' Retirement Systems. For purposes of this subsection, retirement under the Alternative Retirement Plan must include at least twenty-five 25 years of Commonwealth/State System service.

C. Such professional employees shall not be paid for partial days of accumulated sick leave.

D. None of the benefits provided for in this section are to be construed as payable as a death benefit.

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

Section 7. The provisions of Section 1 of this Article shall not apply to professional employees who are hired with the expectation of being in an active pay status for less than nine (9) consecutive months or who are hired with the expectation of being in an active pay status from nine (9) to 12 consecutive months inclusive and without the expectation of working on an annually recurring basis unless such professional employees have worked 750 regular hours by the end of the last full pay period in each calendar year.

Section 8. A permanent professional employee who has one (1) or more years of service since his/her last date of hire may anticipate sick leave to which he/she becomes entitled during the then current calendar year unless the Employer has reason to believe that the professional employee has been abusing leave privileges. A permanent professional employee with less than one (1) year of service since his/her last date of hire may not anticipate sick leave.

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

Section 10. The State System shall continue to participate, consistent with the Commonwealth's Deferred Compensation Program, in a governmental 457(b) program that allows employees to supplement retirement benefits with voluntary employee salary contributions. Contributions may include, if elected by an employee, compensation payable as bona fide sick, vacation or other leave payable upon retirement to a participant, up to the maximum annual deferral limits governed by Section 457 of the Internal Revenue Code. Employees must enter into a participation agreement prior to retirement in accordance with the provisions of the deferred compensation plan document.

All employees age fifty-five (55) or over, who separate from service after adoption of the Leave Payout Plan, shall have the leave payouts, otherwise payable for accumulated and unused annual leave, personal leave, compensatory leave, holiday leave, and sick leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided, however, that if the total amount of leave payout is \$5,000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash. In the



event that any participant (in the Leave Payout Plan) also participates in the State System Alternative Retirement Plan (the “ARP”), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v), or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

## ARTICLE 20

### PERSONAL LEAVE

Section 1. All permanent full-time professional employees on a 12-month schedule shall be eligible for five (5) paid personal leave days subject to the requirements set forth in Sections 3 through 7 of this Article, provided the employee has 150 hours (37.5 hour work week) in an active pay status in each one-quarter calendar year. One (1) paid personal leave day per calendar quarter will be earned in the first, second, and fourth calendar quarters. Two (2) personal leave days shall be earned during the third calendar quarter.

Section 2. All permanent full-time professional employees on a nine (9) month schedule shall be eligible for four (4) days of paid personal leave, subject to the requirements set forth in Sections 3 through 7 of this Article, provided the employee has 150 hours (37.5 hour work week) in an active pay status in each one-quarter calendar year. One (1) paid personal leave day per calendar quarter will be earned.

Section 3. Personal leave shall be approved for a period of time requested by a professional employee subject to management's responsibility to maintain effective operations. If the nature of the work makes it necessary to limit the number of professional employees in a unit on personal leave at the same time, the professional employee with the greatest seniority as it relates to total years of continuous service at the university in positions covered by this Agreement shall be given the choice of personal leave in the event of any conflict in selection unless the leave request of a less senior professional employee had previously been approved.

Section 4. Personal leave to which a professional employee may become entitled during a calendar year may be granted at an Employer's discretion before it is earned. A professional 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 5. Personal leave days shall be noncumulative from calendar year to calendar year. However, professional 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 6. A professional employee who becomes ill while on personal leave will not be charged personal leave for the period of illness providing he/she provides satisfactory proof of such illness to the Employer upon return to work.

Section 7. All permanent part-time professional employees who are in an active pay status as specified in Section 1 above shall receive personal leave days on a prorated basis calculated to the nearest half day.

Section 8. The calendar year shall be defined as beginning with the professional employee's first full pay period commencing on or after January 1 and continuing through the end of the professional employee's pay period that includes December 31. The calendar quarters shall be defined as beginning with the first full pay period in January through the pay period that includes March 31, the first full pay period in April through the pay period that includes June 30, the first full pay period in July through the pay that includes September 30, and the first full pay period in October through the pay period that includes December 31.

Section 9. The State System shall continue to participate, consistent with the Commonwealth's Deferred Compensation Program, in a governmental 457(b) program that allows employees to supplement retirement benefits with voluntary employee salary contributions. Contributions may include, if elected by an employee, compensation payable as bona fide sick, vacation or other leave payable upon retirement to a participant, up to the maximum annual deferral limits governed by Section 457 of the Internal Revenue Code. Employees must enter into a participation agreement prior to retirement in accordance with the provisions of the deferred compensation plan document.

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

## ARTICLE 21

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

#### Section 1. General

All permanent professional employees who become pregnant or who become parents through childbirth or formal adoption or placement of a child with a professional employee for

foster care shall be granted parental leave.

Section 2. Granting Leave

A. A professional 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. Such leaves shall be granted for a period of time not to exceed six (6) months. Upon the request of the professional employee and at the discretion of the President, or designee, parental leave may be extended or renewed for a period not to exceed six (6) months. In no case shall the total amount of leave exceed 12 months. Parental leave shall begin whenever the professional employee requests and may be used prior to the date of custody or placement when such is required for adoption or placement to proceed. No unpaid 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 a pregnant professional employee be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.

C. While a professional employee is on parental leave, the duties of the position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a substitute temporary professional employee.

D. In no case shall the total parental leave granted to professional employees who are the father and mother of a child(ren) exceed the amount available to either of them.

Section 3. Re-employment

A. Every professional 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.

B. The professional employee's anniversary date shall be extended in accordance with the State System's Personnel Rules (relating to leave without pay).

Section 4. Seniority Rights

Upon return from parental leave, a professional employee shall retain all seniority and pension rights that had accrued up to the time of leave, but these rights shall not accrue during the approved parental leave without pay.

Section 5. Annual and Sick Leave

A pregnant professional employee who is on parental leave without pay is entitled to use accrued sick leave for the period that she is unable to work as certified by a physician. Any professional employee who is on parental leave without pay may use all accrued annual and personal leave. All other periods of leave related to parental leave shall be leave without pay. Unused leave shall be carried over until return. A professional employee shall not earn annual and sick leave while on

parental leave without pay.

Section 6. It is understood by both parties that the provisions of this Article are consistent with the Pennsylvania Human Relations Act 43 P.S Section 951 et seq and with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq and that leave granted in accordance with this Article shall be designated as leave under the provisions of the FMLA.

Section 7. Effective with the beginning of the 2020 leave calendar year, Sections 1 through 6 of this Article shall expire, and be replaced by the provisions of Section 8 through 15 of this Article except that professional employees who commenced a leave under this Article prior to that time shall continue to be governed by the provisions of this Article at the time their leave commenced.

Section 8. General

A. After completing one (1) year of service, a professional employee shall be granted up to 12 weeks of FMLA leave with benefits, on a rolling twelve month year basis, provided the professional employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. Leave under this Section may be approved on an intermittent, reduced-time, or full-time basis. Leave entitlement will be pro-rated for eligible part time professional employees based on the employee's percentage of full-time regular hours worked.

B. FMLA leave shall be granted for the following reasons:

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

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

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

1. Professional employee sickness upon receipt of proof of continuing illness or disability;
2. Family care reasons upon receipt of proof of continuing illness or disability of the family member and need to care for the family member;
3. Parental reasons.

The extension shall be with benefits for the first 26 weeks (182 calendar days) and shall be without benefits for the remainder of the extension. Such extensions shall be contiguous to the termination of the 12 week FMLA entitlement. It shall not be used on an intermittent or reduced-time basis. Leave entitlement will be pro-rated for eligible part time professional employees based on the employee's percentage of full-time regular hours worked.

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

E. This Article shall not apply to a compensable work-related injury.

#### Section 9. Granting Leave

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

1. For a professional employee with a serious health condition, proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return is required.
2. For a professional employee caring for family members, documentation supporting the need for care is required.
3. For a professional employee who becomes a parent, documentation is required and FMLA leave shall begin whenever the professional employee requests on or after the birth, adoption or foster care placement; however, it may be used prior to the date of custody or placement when required for adoption or placement to proceed, and no FMLA leave shall be granted beyond one (1) year from the date of birth, of assuming custody of an adopted child or of placement of a foster child.

B. In no case shall a professional employee be required to commence FMLA leave sooner than he/she requests, unless the professional employee can no longer satisfactorily perform the duties of their position.

Section 10. Re-employment

A. A permanent professional employee shall have the right to return to the same position in the same classification, or to an equivalent position with regard to pay and skill, as the position he/she held before going on leave as described in Section 8.A. and the first 14 weeks of leave as described under Section 8.C.

B. Upon the expiration of the re-employment rights under Subsection A. or Subsection C. and upon written request to return to work, a permanent professional employee shall be offered a position in the same classification for which a vacancy exists and which the university intends to fill. The professional employee must also possess the necessary skill and ability to perform the duties of any such position. The determination as to skill and ability shall be at the sole discretion of the Employer.

C. Permanent professional employees who use 26 weeks or more of paid leave (12 weeks of leave under Section 8.A. and the first 14 weeks of leave under Section 8.C.) and who return to work before or upon the exhaustion of the paid leave will have the same return rights as described in Subsection A. Return rights after paid leave is exhausted, if the absence is more than 26 weeks (12 weeks of leave under Section 8.A. and the first 14 weeks of leave under Section 8.C.) are in accordance with Subsection B.

Section 11. Seniority Rights

Upon return from FMLA leave and any applicable extension period, a permanent professional employee shall retain all seniority and pension rights that had accrued up to the time of leave. Seniority shall accrue during the leave in accordance with Article 33.

Section 12. Annual, Sick, Personal, Compensatory and Holiday Leave

A. A professional employee using FMLA leave for military exigencies or military caregiving, must use all applicable, accrued paid leave types upon commencement of FMLA leave. For all other FMLA leave, a professional employee shall be required to use all applicable accrued paid sick leave (sick family or additional sick family for family care reasons) as certified by a health care provider upon commencement of FMLA leave, except as provided in Subsection B. below. A professional employee shall not be required to use annual, personal, compensatory or holiday leave upon the commencement of FMLA leave. If any paid leave is used, it will run concurrently with and reduce the entitlement under Section 8.A. Unused leave shall be carried over until return.

B. A professional employee may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used during the 12-week entitlement as certified by a physician; such sick leave used will run concurrently with and reduce the entitlement. Days saved and requested for intermittent or reduced-time absences for periods less than two (2) consecutive weeks after the first 12-week entitlement will be reviewed for approval under the provisions of Article 19; such use will not be counted against the FMLA entitlement.

C. A professional employee who has accrued more than 12 weeks of paid leave is not limited to 12 weeks of FMLA leave. Leave in excess of 12 weeks shall not be designated as FMLA leave, but will be granted according to Articles 9, 17, 18, 19 and 20 as applicable.

Section 13. Benefits

A. Employer-paid coverage for life insurance and employer payments toward coverage for health benefits as provided in Articles 28 and 29 will continue during FMLA leave under Section 8.A. and for the benefit-eligible period of leave under Section 8.C. of this Article.

B. The continuation of benefits under this Article is subject to the professional employee's payment of any required employee contribution under Article 28, Section K.

Section 14. Definitions

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

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

1. Under 18 years of age; or
2. 18 years of age or older and incapable of self-care because of a mental or physical disability.

Section 15. Guidelines

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

B. Should the Patient Protection and Affordable Care Act of 2010, 42 USC § 18001 *et seq.*, or its regulations be modified or interpreted to not provide an additional 182 calendar days of benefits as described in Section 8.c. of this Article, it is agreed that the health and life insurance entitlements described in Section 8.c will be reduced to the first 14 weeks of the additional nine (9) month extension.

ARTICLE 22

MILITARY LEAVE

Professional employees shall be eligible for military leave as provided as follows:

Section 1. Military Reserve

A. Permanent professional 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 15 working days per calendar year.

C. The rate of compensation for a military leave day shall be the professional employee's regular rate of compensation for his/her 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, permanent professional employees who are members of the Pennsylvania National Guard shall be entitled to military leave with compensation for all types of training duty (active and inactive) or other military duty ordered or authorized by the Armed Forces of the United States. Such duty shall include but is not limited to:

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

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

C. Military leaves with compensation shall also be granted to members of the Pennsylvania National Guard on all working days during which, as members of the Pennsylvania National Guard, they shall be engaged in the active service of the Commonwealth as ordered by



the Governor when an emergency in the Commonwealth occurs or is threatened, or when tumult, riot or disaster shall exist or is imminent.

D. The rate of compensation for a military leave day shall be the professional employee's regular rate of compensation for his/her regular classification.

Section 3. General

A. A professional employee who leaves his/her job 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 the Title 38 United States Code, 51 Pa. C.S. §7301 et seq.

B. A professional employee who is on military leave without pay shall either have his/her duties performed by remaining employees and his/her position kept vacant or they shall be performed by temporary substitutes.

Section 4. Granting, Duration and Expiration

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

1. For all active duty (including full-time National Guard duty).
2. For initial active duty for training.
3. For other active or inactive military training duty. Employees who volunteer for additional duty not required as part of routine reserve training shall provide four weeks' notice to their immediate supervisor prior to the commencement of such duty.

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

C. Military leave without pay shall expire:

1. For periods of more than 180 days, no more than 90 days after the completion of the service.
2. For periods of service of more than 30 days but less than 181 days, no more than 14 days after the completion of the service.
3. For periods of service that were less than 31 days, the first full regularly scheduled work period following the period of service or up to eight 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 years after the

- period of service or when recovered, whichever occurs sooner.
5. For circumstances beyond an employee's control, the above periods may be extended upon demonstration of such circumstance.

Section 5. Re-employment

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

- a. The employee is capable of performing the essential functions of the position.
- b. For temporary employees, the temporary position has not yet expired.
- c. For periods of service delineated in Section 4.C.1 and 4.C.4, written application for reemployment is provided to the agency heads.

Section 6. Seniority Rights

A professional 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

A professional employee who is granted military leave may, under conditions provided in the Military Code (51 P.L. §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 his/her retirement account.

Section 8. Loss of Benefits

A professional employee who is separated from the service by 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 8 of this Article (relating to military leaves without pay) except such vested rights as he/she may have acquired thereto by virtue of payments made into his/her retirement account.

Section 9. Physical Examinations

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

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

through the end of the professional employee's pay period that includes December 31.

## ARTICLE 23

### CIVIL LEAVE

Section 1. Permanent professional employees who have not volunteered for jury duty and are called for jury duty or are not a party in a civil or criminal court proceeding but are subpoenaed as a witness to attend such a court proceeding, shall be granted leave with pay while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the professional employee's immediate supervisor as far in advance as practicable.

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

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

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

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

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

B. Volunteer participation in firefighting activities, emergency medical technician work, civil air patrol activities, or emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the President. Professional employees absent from work for reasons under Paragraph A of this section shall be required to obtain a written statement from the fire company, forest unit, emergency management agency, or other organization with which he/she served, certifying as to his/her activities during the period of absence.

## ARTICLE 24

### LEAVES OF ABSENCE

Section 1. Service credits shall continue to accrue during paid leaves of absences, but shall not accrue during unpaid leaves of absences. However, the professional employee shall be entitled, upon his/her return from a leave of absence without pay, to all service credits earned up to the date his/her leave commenced.

Section 2. All the time that a professional employee is absent from work shall be appropriately charged.

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

Section 4. Requests for any type of leave to which a professional employee is entitled under this Agreement and which is not to exceed one month shall be answered by the Employer within five days. If the requested leave is in excess of the one month, the requests shall be answered within ten days.

## ARTICLE 25

### LEAVES OF ABSENCE WITHOUT PAY

Section 1. Professional employees may be granted leaves without pay at the sole discretion of the President for any reason for a period not to exceed two (2) years. Such leaves may be renewed by written mutual consent of the professional employee and the President.

Section 2. No more than four (4) professional employees, who are elected or appointed as SCUPA officials or representatives, shall, at the written request of the professional employee, be granted leaves without pay for the maximum term of office, not to exceed three (3) years. It is to be understood, however, that only one professional employee from any one university shall be granted such leave at a time. Such leaves may be renewed by written mutual consent of SCUPA and the Employer.

Section 3. After completing six months of service, professional employees will be granted, upon written request of the professional employee, extended leave without pay for illness for a period of at least two (2) consecutive weeks, but no more than six (6) months. If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted for less than two (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. In such cases, leave usage will be calculated on an hour for hour basis against the hours of entitlement, and leave entitlement will be pro-rated for part-time professional employees.

After the professional employee has used an aggregate of six (6) months of medical leave with or without pay under this section, the Employer is not required to grant subsequent leave without pay for this purpose unless six (6) months in an active pay status have elapsed from the last day of approved leave under this provision.

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

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

Section 4. Professional employees shall not be required to use accumulated sick, personal, and/or annual leave prior to the commencement of a leave without pay.

Section 5. Upon the expiration of any approved leave of absence without pay under Sections 1 or 2, which begins on or after the effective date of this Agreement, the professional employee is entitled to return to the position at the university which he/she occupied at the time the leave of absence without pay was approved.

Section 6. Effective with the beginning of the 2020 leave calendar year, Sections 3 and 4 of this Article shall expire, and be replaced by the provisions of Article 21, Sections 8 through 15, except that professional employees who commenced a leave under this Article prior to that time shall continue to be governed by the provisions of this Article at the time their leave commenced.

## ARTICLE 26

### FAMILY CARE LEAVE

Section 1. After completing one (1) year of service, permanent professional employees shall be granted, upon written request, up to 12 weeks of leave without pay in a calendar year for the purpose of attending to the medical needs of a spouse, parent, son or daughter or other person qualifying as a dependent. The one-year of service will include all periods of State System service provided the professional employee has worked at least 1250 hours within the last twelve months.

Leave for this purpose may be taken one day at a time if necessary. Leave shall be approved for less than one (1) day at a time when medically necessary due to a serious health condition as defined in the Family and Medical Leave Act of 1993.

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.

Section 2. Employer-paid coverage for health benefits and life insurance, as provided in Articles 28 and 29, will continue for the period of time the professional employee is on family care leave under Section 1 of this Article.

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

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

Section 5. A professional employee shall have the right to return to the same position in the same classification held before going on family care leave, or to an equivalent position with regard to pay and skill.

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

For the purpose of this Article, son or daughter shall be defined as a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is: (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.

Section 7. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq. and that leave granted in accordance with this Article shall be designated as leave under the provisions of the FMLA.

Section 8. The calendar year shall be defined as beginning with the professional employee's first full pay period commencing on or after January 1 and continuing through the end of the professional employee's pay period that includes December 31.

Section 9. Effective with the beginning of the 2020 leave calendar year, Sections 1 through 8 of this Article shall expire, and be replaced by the provisions of Article 21, Sections 8 through 15, except that professional employees who commenced a leave under this Article prior to that

time shall continue to be governed by the provisions of this Article at the time their leave commenced.

## ARTICLE 27

### WORK-RELATED INJURIES

Section 1. A professional employee who sustains a work-related injury, during the period of this Agreement, as the result of which the professional employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Insurance program, shall be

entitled to work-related disability leave. Work-related disability leave is a leave of absence for which the professional employee will be paid full pay reduced by an amount that yields a net pay, including Workers' Compensation and Social Security Disability Benefits, that is equal to the professional employee's net pay, immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding and Social Security and retirement contributions. Work-related disability leave shall be payable for an aggregate of 12 months or for the duration of the disability, whichever is the lesser. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred.

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

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

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

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

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

Section 6. State paid coverage for health benefits and life insurance, as provided in Articles 28 and 29, will continue for the period of time that the professional employee is on work-related disability leave under Section 1 and using sick leave after the expiration of the period of eligibility in accordance with Section 4.

Section 7. A professional 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 professional employee is fully capable of performing the

duties of that position, subject to the furlough provisions of Article 32, Furlough and Recall. This guarantee expires if the disability ceases prior to the expiration of the three-year period and the professional employee does not return to work immediately or if the professional employee retires or otherwise terminates employment. During the period of time between the end of the work-related disability leave and the end of the guarantee in this Section, the professional employee will be on leave without pay unless the professional employee is using sick leave in accordance with Section 4 of this Article.

Section 8. The compensation for disability retirement shall be in accordance with applicable law. It is understood that this section is not applicable to retirement under ARP.

Section 9. A professional employee who sustains a work-related injury, during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Insurance Program, may be absent from work with pay on ten (10) occasions without use of sick, annual or personal leave for the purpose of continued medical treatment of the work related injury for a period of three years from the date the injury occurred. Each absence shall not exceed one (1) work shift or the minimum amount of time necessary to obtain the medical treatment, whichever is less, and must be substantiated by a doctor's certificate verifying that the medical services were necessary and related to the work injury. Professional employees shall make reasonable efforts to schedule medical appointments during non-work hours. Verification of the length of the medical appointment may be required. This section is not applicable to any absence for which Workers' Compensation is payable.

Section 10. This article shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended. If a professional employee retires under ARP, benefits under this Article shall cease.

## ARTICLE 28

### HEALTH BENEFITS

#### Section 1.

A. Active professional employees covered by this Agreement are included in the Pennsylvania Employees Benefit Trust Fund (PEBTF) for the purpose of providing medical plan benefits, supplemental benefits and other benefits to be extended by the Board of Trustees of the PEBTF in their discretion and within the terms of the Agreement and Declaration of Trust. Active professional employees' health benefits shall be as provided for in Section 2. below.

B. Annuitant health care benefits shall be as provided for in Section 3. below.



Section 2. Pennsylvania Employees Benefit Trust Fund

A. A jointly administered, multi-union, Health and Welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between Council 13, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and the Commonwealth of Pennsylvania.

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

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

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

C. The Employer and SCUPA agree that the medical plan benefits, supplemental benefits and other benefits applicable to the professional employees represented by SCUPA shall be determined exclusively by the Fund as described in Section 2.B above.

D. If the negotiations with the employee organization that represents the majority of Commonwealth employees modifies the Employer contributions or changes the language in this Article for the period of July 1, 2016 to June 30, 2019, and thereafter, the results of those negotiations and any language changes will be applied to professional employees represented by SCUPA.

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

July 2019 – June 2020	\$486 biweekly per employee
July 2020 – June 2021	\$502 biweekly per employee
July 2021 – June 2022	\$519 biweekly per employee
July 2022 – June 2023	\$536 biweekly per employee

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

F. The Employer shall make aggregate payments of Employer contributions

together with an itemized statement to the Fund within one (1) month from the end of the month in which the contributions were collected.

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

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

I. It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be hereby charged with any responsibility in any manner connected with the determination of liability to any employee claiming any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Fund shall be limited to the contributions indicated under Section 2.E above.

J. The provisions of Sections 2.K through 2.Q shall be modified to the extent the medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund are modified for current and/or future professional employees as provided for in Section 2.A through I of this Article.

K. The Fund shall continue to provide each permanent full-time professional employee medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund. In addition, it shall provide dependency coverage where the dependents of the professional employee qualify. The Fund shall continue to provide permanent part-time professional employees who are expected to be in active pay status at least fifty percent (50%) of the time every pay period medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund. In addition, it shall provide fifty percent (50%) dependency coverage where the dependents of the professional employee qualify. Such professional employees shall contribute an amount determined by the Fund's Trustees toward the cost of coverage. Enrollment and continued coverage in Fund benefits is further subject to the following conditions:

1. Subject to the provisions of Section K.2., professional employees will contribute a percentage of their biweekly gross base salary toward the cost of coverage as provided below:

July 2019 – June 2023

2.5%

Professional employee contributions shall be effective the first full pay period in July of the periods specified above. Biweekly gross base salary as used throughout this Article excludes premium or supplemental payments such as overtime, higher class pay, etc.

2. An employee will be eligible for an Employee Contribution Waiver if the employee and his/her qualifying dependents, as determined by the Trustees, participate in the Get Healthy Program as established from time-to-time by the Fund. In accordance with Section 2.B., the

Fund shall be solely responsible for establishing all requirements and conditions of the Get Healthy Program, including rules and policies for the requirements for qualifying for the Employee Contribution Waiver and for making determinations regarding whether an employee and dependents have fulfilled the conditions for such Waiver.

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

	Waiver <u>Amount</u>	Employee contribution <u>with Waiver</u>	Employee contribution <u>without Waiver</u>
July 2019 – June 2023	2.5%	2.5%	5.0%

Employee Contribution Waivers shall be effective the first full pay period in July of the periods specified above.

3. The Employer and SCUPA recognize the Commonwealth’s evaluation process with respect to the reserve levels of the Fund to determine if an employee contribution is necessary. Under this process, if the Fund’s actuary certifies that a three (3) month reserve of projected claims and expenses has been achieved and will be maintained for at least six (6) months, the Trustees will evaluate whether employee cost sharing for employees hired before August 1, 2003, can be reduced or eliminated, provided that at no time shall any such reduction or elimination of cost sharing result in the reserve being reduced below the three (3) months of total projected claims and expenses. Should the Trustees, after evaluating the employee cost sharing, decide that contributions by employees hired before August 1, 2003 will be reduced or eliminated, the reserve will be reviewed on a six (6) month basis by the Fund’s actuary. If the actuary certifies that the amount of the reserve has dropped below the three (3) month level, such contributions will resume immediately at the levels established in this Agreement, without any action on the part of the parties or the PEBTF Board of Trustees.
  
4. (a) For the first six (6) months of employment, the professional employee will be offered single coverage in the least costly medical plan offered and available in his/her area, with no supplemental benefits. The employee may opt to purchase medical coverage for the employee’s qualifying dependents in the same medical plan as the employee, and/or may opt to purchase a more costly plan in the area by paying the difference in cost between the least costly and the more costly plan, in addition to the employee contribution required under Section 2.K.

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

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

5. Only employees who elect to enroll for PEBTF coverage, including those who enroll only for supplemental benefits, are subject to the employee contributions in this Article. An employee who is only enrolled as a spouse of another PEBTF covered employee is not subject to any required employee contributions.
6. Employee contributions under this Article will be paid to the Fund on a biweekly basis as soon as is practicable using the Employer's standard methods for transferring money. The parties intend that these contributions will be submitted in a more accelerated manner than the Employer contributions. Any employee contributions made pursuant to this Article will be made on a pre-tax basis.

L. Permanent professional employees who are granted leave without pay in accordance with Article 21, Article 25 and Article 26, may continue to receive benefits as described in those articles and as determined and extended by the Fund.

M. Except as provided in N. below, permanent part-time professional employees and those permanent full-time professional employees who are placed on suspension or who are granted leave without pay for any reason other than leave without pay in accordance with Article 21, Article 25, Article 26 or work-related disability leave for longer than one full pay period or who are on leave longer than the applicable periods specified in the articles delineated in L. above, will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

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

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

P. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Section 2.K.

Q. Spousal Eligibility

1. For professional employees hired on or after August 1, 2003: If the spouse of an employee is covered by any PEBTF health care plan, and he/she is eligible for coverage under another employer's plan(s), the spouse shall be required to enroll in each such plan, which shall be the spouse's primary coverage, as a condition of the spouse's eligibility for coverage by the PEBTF plan(s), without regard to whether the spouse's plan requires cost sharing or to whether the spouse's employer offers an incentive to the spouse not to enroll.
2. For professional employees hired before August 1, 2003: Effective October 1, 2003, if the spouse of an employee covered by any PEBTF health plan also is eligible for coverage under another employer's plan(s), the spouse shall be required to enroll in each such plan, provided that the plan in question does not require an employee contribution by the spouse or the spouse's employer does not offer an incentive to the spouse not to enroll. Once covered by another employer's plan, that plan will be the spouse's primary coverage, and the PEBTF plan will be secondary.
3. Nothing herein shall be construed to limit the authority of the Board of Trustees to modify or adopt these or other spousal eligibility rules.

Section 3. Annuitant Health Care Coverage

A. For all professional employees who began employment prior to January 16, 2016, the Employer shall allow each professional employee who was eligible as an active professional employee under the PEBTF's health benefits plan to elect coverage upon retirement in an approved plan under the Annuitant Health Care Program (AHCP). In addition, dependency coverage shall be allowed where the dependents of the annuitant qualify under such AHCP plan. There will be no annuitant health care benefits provided to employees who began employment on or after January 16, 2016.

B. Effective July 1, 2004, AHCP benefits for new pre-Medicare eligible retirees shall be those in effect for active State System employees enrolled in the State System of Higher Education Group Health Program (SSHEGHP), and may change from time-to-time as those active employee benefits change. Effective January 1, 2016, AHCP benefits for all future pre-

Medicare eligible retirees shall be those in effect for active employees, and will change as active employee benefits change.

C. Eligible professional employees, who retire after June 30, 2005 and no later than June 30, 2008, and who enroll in the AHCP and are not eligible for Medicare, shall select a health care plan available in the AHCP and shall contribute to the cost of coverage at the dollar amount for their choice of plan that was in effect for applicable active full or part-time employees enrolled in the SSHEGHP on the day of the professional employee's retirement. Upon becoming eligible for Medicare, the annuitant shall cease the foregoing contribution and instead pay the same percentage of the Employer's cost for the Medicare supplement as other employees enrolled in the SSHEGHP are paying for their PPO plan benefits. If an annuitant, who retires after June 30, 2005, but 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.

D. Eligible professional 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 for applicable active full or part-time employees enrolled in the SSHEGHP on the day of the professional employee's retirement. Throughout the annuitant's lifetime while enrolled in the AHCP, the dollar amount paid by the professional employee shall be adjusted whenever the percentage of contributions paid by applicable active full or part-time employees in the SSHEGHP for the same type of contract and choice of plan are 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 professional employee's retirement to determine the new annuitant contribution. For retirements on or after January 1, 2009, this amount shall be based on the percentage of contribution paid by active employees in the SSHEGHP participating in the health care management program.

E. 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 applicable active full or part-time employees in the SSHEGHP at the time of the professional employee's retirement, adjusted for any changes occurring since that time in the percentage of contributions paid by applicable active full-time or part-time employees in the SSHEGHP, as described in D. above.

F. Eligible professional employees who retire after June 30, 2009 and who enroll in the AHCP and are not eligible for Medicare, will have the choice of enrollment in the PPO plan or other approved plan under the AHCP. The AHCP indemnity plan will not be available to pre-Medicare retirees who retire after June 30, 2009.

G. Eligible professional 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 Employer shall continue to provide the Blue Shield Signature 65 Supplement or equivalent.

H. Annuitants who retire under the provisions of (1), (2) or (3) below will be eligible to elect coverage under the AHCP. For purposes of this section, "credited service" for all professional employees who began employment on or after July 1, 1997, shall only include actual

service with the State System or the Commonwealth and shall not include other types of service purchasable for retirement credit.

1. Retirement at or after superannuation age (age sixty [60] for Alternative Retirement Plan [ARP]) with at least fifteen (15) years of credited service (at least ten [10] years of credited service if hired before July 1, 1997) (at least twenty [20] years of service if hired after July 1, 2004), in the State and/or Public School Employees' Retirement Systems, or ARP, except that
  - (a) a professional employee who leaves State System employment prior to superannuation age, vests retirement benefits and subsequently retires at or after superannuation age must have twenty-five (25) years of credited service in the State and/or Public School Employees' Retirement Systems, or ARP,
  - (b) a professional employee, who is furloughed prior to superannuation age, vests retirement benefits and subsequently retires at or after superannuation age during the recall period, must have fifteen (15) or more years of credited service (at least ten [10] years of credited service if hired before July 1, 1997) (at least twenty [20] years of service if hired after July 1, 2004), in the State and/or Public School Retirement Systems, or ARP.
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 a professional 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 (at least ten [10] years of credited service if hired before July 1, 1997) (at least twenty [20] years of service if hired on or after July 1, 2004) in the State and/or Public School Employees' Retirement System, or ARP or twenty-five (25) years of credited service in the State and/or Public School Employees' Retirement System, or ARP. 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 Article 30.
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.

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

J. Effective July 1, 2011, provisions of the Pennsylvania State System of Higher Education Annuitant Health Care Program (AHCP) as provided to the non-represented employees on the effective date of this Agreement and any subsequent restructuring of the program after July 1, 2011 will apply to eligible annuitants and/ or future annuitants covered by this Agreement. This section does not include the benefits extended to same-sex domestic partners as provided for in the active employee health benefits program.

## ARTICLE 29

### LIFE INSURANCE

Section 1. The Employer shall continue to assume the entire cost of the life insurance coverage for eligible professional employees as set forth in the currently existing life insurance plan as modified by Section 2. The amount of the insurance is based on the professional employee's annual pay rate in effect on the preceding January 1, rounded to the nearest \$1,000, but not to exceed \$50,000. The amount will be reduced to 65 percent on the date the insured individual reaches age 70 and the amount will be reduced to 50 percent on the date the insured individual reaches age 75.

Section 2. A. Permanent professional employees who are granted leave without pay in accordance with Article 21, Article 25, and Article 26 will continue to receive 100% Employer paid coverage under the current life insurance plan as described in those articles. When the entitlements to benefits end under those articles, professional employees may continue in the life insurance program by paying the entire premium. Coverage may continue for up to a total of one year, including both leave with benefits and leave without benefits.

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

C. Permanent full-time professional employees employed on a nine-month schedule and who have an expectation of continued employment at the university will continue to receive 100% Employer paid coverage for the period he/she is placed on a leave of absence without pay over the summer months. If the leave extends beyond the regular leave period, professional employees may remain in the program for up to one year by paying the entire premium.

Section 3. The Employer shall continue to provide each professional 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 \$20,000 unless the survivor or minor children



are entitled to benefits under Act 101 of 1976.

Section 4. The Employer will continue to provide liability coverage for a professional employee who uses his/her personal automobile on State System business. It is clearly understood and agreed that this liability coverage is on an excess basis only. Excess basis means that any other valid collectible insurance will be primary. The coverage provided by the Employer will be considered primary if, in fact, no other valid and collectible insurance was in effect. Any accident occurring while on State System business will be reported to the professional employee's own insurance carrier, in addition to the Bureau of Risk and Insurance Management, Department of General Services.

## ARTICLE 30

### DISABILITY RETIREMENT DETERMINATION PROCEDURE FOR ARP PARTICIPANTS

This procedure is adopted to implement the disability retirement determination standard created by Article 19, Section 6.B.2, and Article 28, Section 3.H.2. of the Collective Bargaining Agreement.

1. To determine if an ARP participant qualifies for the benefits granted under the above referenced Articles, all relevant evidence shall be submitted to a physician designated by the Employer whose 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 employee, the State System, and SCUPA.
2. In the event an employee is dissatisfied with the physician's determination under paragraph 1 above, the employee or SCUPA may appeal that determination to final and binding arbitration to be conducted by an arbitrator 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 SCUPA or the professional employee, and State System/Universities, but each party shall bear its own cost of preparing and presenting its case to the arbitrator.
4. Disputes arising under this side letter shall not be subject to the Grievance and Arbitration provisions of Article 13 of the collective bargaining agreement.
5. The Employer agrees to meet and discuss with SCUPA prior to utilizing a physician or arbitrator different from those utilized on the effective date of this Agreement.

## ARTICLE 31

### TEMPORARY PROFESSIONAL EMPLOYEE

Section 1. A temporary professional position, full or part-time, may be created for up to twenty-four (24) consecutive months. Each position shall have a starting date and an ending date. The Employer may extend a temporary professional position for up to an additional twenty-four (24) months with the concurrence of the local SCUPA Representative. In the event a University has no local SCUPA Representative, the request shall be made to the Statewide SCUPA President or his/her designee and the extension may be made with the concurrence of the SCUPA President or his/her designee. The local SCUPA Representative or the Statewide SCUPA Representative will not deny an extension for arbitrary or capricious reasons. The local SCUPA Representative or the Statewide SCUPA President will respond to the request within 5 working days. The Employer shall provide the local SCUPA Representative or the Statewide SCUPA President with the reason(s), in writing, as to why the temporary professional position must be extended.

Section 2. A temporary professional position may be created for the purpose of replacing a permanent professional employee who is on an approved leave of absence. Such temporary professional position shall be for the length of the approved leave of absence. If the permanent professional employee resigns or otherwise vacates the position while on approved leave of absence and the Employer intends to fill the position, the provisions of Section 1 shall not apply and the temporary professional position may be extended for the duration of the posting and/or the selection of a candidate.

Section 3. A temporary professional employee is one who is hired to fill a temporary professional position.

A. If the temporary professional employee is hired with the expectation of being in an active pay status every pay period for more than 12 consecutive months, benefits will be effective from the date of appointment.

B. If the temporary professional employee is hired with the expectation of being in an active pay status every pay period for at least nine (9) consecutive months for two (2) consecutive years, benefits will be effective from the date of appointment.

C. If the temporary professional employee is hired with the expectation of being in an active pay status for less than the time periods outlined in A. and B. above and is subsequently employed for a longer period of time, benefits will be effective on the date the term of employment is extended to meet the criteria in either A. or B. above.

D. Temporary professional employees must meet all other eligibility requirements in order to be eligible for benefits.

Section 4. A. The benefits referenced in Sections 3.A, 3.B, and 3.C above shall be limited to those provided in the following Articles and shall be prorated for eligible part-time employees as specified therein:

1. Article 10 – Salaries and Wages with respect to the general pay increases and annual service increments provided therein.
2. Article 12 – Classification with respect to pursuing classification

issues as provided in Sections 2 and 3.

3. Article 17 – Holidays
4. Article 18 – Vacations
5. Article 19 – Sick Leave and Bereavement Leave
6. Article 20 – Personal Leave
7. Article 21 – Parental Leave/Family and Medical Leave Act (FMLA) Leave
8. Article 22 – Military Leave
9. Article 23 – Civil Leave
10. Article 26 – Family Care Leave
11. Article 27 – Work-Related Injuries but only for the scheduled duration of temporary employment.
12. Article 28 – Health Benefits
13. Article 29 – Life Insurance
14. Article 30 – Disability Retirement Determination Procedure for ARP Participants

B. Temporary professional employees who meet the criteria in Section 3 above also may be eligible to participate in one of State System’s retirement plans and voluntary benefit programs.

## ARTICLE 32

### PROFESSIONAL EVALUATION

Section 1. The following evaluation procedure shall apply to all permanent and probationary professional employees and temporary professional employees eligible for benefits under Article 31.

A. Permanent professional employees, temporary employees, as referenced in Section 1. above, in their twelfth month of employment, and probationary professional employees in their 12-month of employment, shall be evaluated using the Professional Development Report. Probationary professional employees with less than twelve (12) months of employment shall be evaluated using the SUA Probationary Evaluation Form.

B. Performance evaluations are to be completed by supervisors who are familiar with the work of the professional employee being rated.

C. The performance of each permanent professional employee shall be formally evaluated once each year and as changing conditions warrant. The performance of each probationary professional employee shall be evaluated in the third, sixth, ninth and twelfth month of his/her probationary period. This section shall apply to temporary employees, as referenced in Section 1 above, based on their actual month of employment.

D. The performance of each professional employee shall be based on performance observed throughout the year. At the beginning of each rating period, each

professional employee and his/her supervisor shall discuss:

1. The professional employee's duties and responsibilities;
2. Supervisory relationships;
3. Immediate and long-term objectives

E. In assessing a professional employee's performance, the supervisor, after discussion with the professional employee shall determine the extent, if any, to which secondary sources (i.e., agencies, offices or individuals who interact with the professional employee in question) should be consulted as part of the evaluation process.

F. The evaluation form shall be completed and signed by the supervisor and the supervisor shall then discuss this rating with the professional employee. Such discussion should be conducted in private so as to encourage frank and open responses. Particular attention shall be given to those areas in which the professional employee has been rated "Fair" or "Unsatisfactory."

If, at the conclusion of the discussion regarding the evaluation, the supervisor is of the opinion that he/she should adjust the original rating, the supervisor shall be free to do so. If adjustments are made to the original rating, the original rating shall be destroyed and the professional employee shall be advised and given a copy of the adjusted rating.

G. Each professional employee shall be allowed to offer comments concerning the evaluation. Such comments shall be in writing and signed and dated by the professional employee. Further, such comments shall be attached to the evaluation completed by the supervisor and shall become a part of the official evaluation.

H. In the event a professional employee disagrees with the evaluation which he/she has received, the professional employee may request a meeting with the reviewing officer.

If, as a result of the discussion with the reviewing officer, adjustments are made to the original rating, the original rating shall be destroyed and the professional employee should be apprised of and given a copy of the adjusted evaluation.

I. A professional employee who has received a rating of "Unsatisfactory" may, if he/she so desires, appeal said evaluation to the President of the university unless the President has been the initial rater or Reviewing Officer. In no event shall the appeals process go beyond the Office of the President. Such an appeal must be in writing and submitted no later than five working days after a decision by the reviewing officer has been rendered and shall contain written justification as to why the professional employee feels the evaluation is not appropriate.

The President of the university shall investigate the allegations as he/she deems appropriate and shall issue a final decision, which decision shall dispose of the controversy.

Section 2. The evaluation of a professional employee, the decisions of the supervisor, the reviewing officer and of the President of the university shall not be subject to the Grievance and Arbitration procedure provided for in Article 13 of this Agreement.

Section 3. An individual professional employee shall have the right to grieve only with respect to the failure to observe the procedure provided for in Section 1 of this Article. In the event an arbitrator finds that the Employer failed to observe the procedures provided for in Section 1 of this Article, the arbitrator's only authority shall be to order a re-evaluation of the professional employee.

## ARTICLE 33

### FURLOUGH AND RECALL

Section 1. A. Seniority standing for the purpose of furlough shall be determined by the length of unbroken service with the Employer in SCUPA positions covered by this Agreement.

B. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive days, expiration of recall period, failure to report after leave, acceptance of other permanent employment while on leave, and any transfer or promotion out of this bargaining unit. This shall not restrict the Employer's right to take whatever personnel action is deemed warranted for any of the above.

If service is broken by any of the above, the professional employee shall lose whatever seniority standing he/she has accrued. If a professional employee is returned within one (1) year after such break in service, he/she shall be entitled to credit for seniority purposes, the time accrued up to the time the break in service occurred, but shall not be entitled any credit for the time represented by such break in service.

C. Those days not in active pay status which exceed twenty-eight (28) consecutive workdays will be deducted from a professional employee's seniority standing.

D. Professional employees who served in the Armed Forces of the United States during period of time listed below shall, if he/she has not previously done so, be responsible for providing proof of military service to his/her human resource officer within 60 days of the effective date of this Agreement in order to receive seniority credit in accordance with the Preference and Public Employment Act of 1945, P.L. 837. New Professional employees shall be responsible for providing proof of military service within 60 days of his/her first day of work. Failure to provide the required proof of service during that time period shall bar the professional employee or SCUPA from claiming credit for such service at a later date. Applicable periods are as follows:

1. Korea - June 25, 1950 - July 27, 1953
2. Vietnam - August 5, 1964 - January 28, 1973
3. Persian Gulf – August 2, 1990 – August 31, 1999
4. War on Terrorism – September 11, 2001 to date to be determined by the Adjutant General (Department of Military and Veterans Affairs) pursuant to 51 Pa. C.S. 7101.

E. Professional employees who are on a nine-month schedule shall be given one (1) year of seniority credit.

F. Permanent part-time professional employees shall earn seniority credit on a pro-rata basis.

Section 2. Seniority lists shall be prepared for each seniority unit and revised where necessary every six (6) months. Such lists shall be posted and a copy shall be sent to the designated SCUPA representative for the university. Positions on such list shall be considered final unless a question is raised with respect thereto by an individual professional employee within a period of sixty (60) days from the date said list is posted.

Section 3. A. When the Employer determines that a furlough is necessary within a seniority unit at the university, the professional employee who is designated to be furloughed shall be allowed to bump the least senior professional employee in a same or lower level pay range within the seniority unit provided the professional employee designated to be furloughed possesses the necessary skill and ability to perform the duties of the position held by the least senior professional employee in the seniority unit. The determination as to skill and ability shall be decided by the University President or his/her designee after a review of the furloughed employee's updated resume and supporting documentation. After the decision is made as to the ability of a furloughed employee to bump into any position held by a less senior employee, the President shall issue a statement to the furloughed employee citing the considerations which affected his/her decision.

The determination as to skill and ability shall be at the sole discretion of the President or his/her designee and shall only be subject to the Grievance and Arbitration procedure provided for in Article 13 of this Agreement for claims of an arbitrary and/or capricious decision.

The applicable bumping rights and order are as follows:

1. Employee bumps the least senior employee within the employee's classification level (e.g. SUA 2), within the seniority unit at the University, provided that the employee has the skill and ability to perform the duties of the position.
2. If the employee cannot bump the least senior employee within his/her classification level, the employee then bumps the least senior employee in the next lower classification level, within the seniority unit provided that the employee has the skill and ability to perform the duties of the position.

B. In the event a professional employee designated to be furloughed is unable to bump as provided for in Section 3.A above, he/she shall be allowed to bump laterally or down into any SCUPA position at the university for which the professional employee designated to be furloughed possesses the necessary skill and ability and further provided that the professional employee designated to be furloughed is senior to the professional employee which he/she seeks to bump. The determination as to skill and ability shall follow the same process as outlined in Section 3.A above.

The applicable bumping rights and order are as follows:

1. If the employee cannot bump the least senior employee within his/her classification level or any lower classification level within the seniority unit, the employee then has the right to bump the least senior employee in the same classification level (e.g. SUA 2) in any SCUPA position at the University, in any other established seniority unit that the employee has the skill and ability to perform the duties of the position.
2. If the employee cannot bump the least senior employee within his/her classification level for any SCUPA position at the University, the employee may bump the least senior employee in the next lower classification level in any SCUPA position at the University, in any other established seniority unit that the employee has the skill and ability to perform the duties of the position.

C. In the event a professional employee is unable to bump into a position as provided for in Sections A and B above, or refuses to exercise his/her bumping rights, he/she shall be furloughed.

D. The establishment of seniority units is an appropriate subject to be included at meet and discuss at each university. In the event that no written understanding is reached concerning the structure of the appropriate seniority units, the President or his/her designee(s) shall establish the seniority units. If, as a result of organizational or program needs, the Employer determines it is necessary to alter the seniority structure, the Employer shall negotiate with SCUPA concerning such changes. Each University shall have a maximum of three (3) seniority units at each university. All Grant Funded Program Coordinators will be in one seniority unit. If mutual agreement cannot be reached on the other two units, either party may submit a request for arbitration. However, requests for arbitration shall not impact on seniority units in place at the time SCUPA is notified of a pending furlough. In no event shall the seniority unit structure be either system-wide or university-wide.

E. Where the need for a furlough can be reasonably anticipated, the Employer will notify SCUPA at least ninety calendar (90) days in advance of how many positions are to be furloughed with identification of the specific positions. Potentially affected employees, as identified by Management shall submit their current resume and supporting documentation to the President within seven calendar (7) days after this notification. The failure of an employee to submit updated information to the President shall not preclude the President from making a determination as to the ability of a furloughed employee to bump into any position held by a less senior employee and shall not delay any of the timelines contained within this article. After the bumping process has concluded, the affected professional employee(s) shall be provided written notification at least forty-five (45) calendar days in advance of the effective date of the furlough.

Section 4. A. A professional employee who has been furloughed shall be placed on a recall list for the position from which he/she was furloughed. Such recall rights shall be limited to the university and shall remain in effect for a period of three (3) years.

B. In the event a professional employee on a recall list refuses an offer of employment to the position from which he/she was furloughed, he/she shall forfeit all recall rights.

C. During the period that a professional employee is on a recall list, he/she shall keep the university informed of any change in address.

Section 5. The five (5) Statewide Officers, the four (4) members of the Statewide Executive Board of SCUPA and the fourteen (14) SCUPA Campus Presidents shall have superseniority in the event of a furlough.

SCUPA shall provide the Employer, on a quarterly basis, a list of those professional employees who hold the offices noted above. Changes to this list which have not been received by the Employer within ten (10) days after the date SCUPA is notified of the furlough will not affect the list in existence prior to the announcement of the furlough.

## ARTICLE 34

### VACANCIES

Section 1. The Employer agrees to post any vacancy in a SUA position covered by this Agreement. No position shall be filled unless posted for a minimum of fifteen (15) days unless an emergency requires a lesser period of time. A copy of the posted notice shall be sent to the designated campus representative of SCUPA at the university where the vacancy occurs and to the President of SCUPA. In addition, notice of the vacancy shall be sent to each university by electronic mail for posting until the regular posting notice is received. A copy of the electronic mail posting shall be sent to SCUPA at 4750 Delbrook Road, Mechanicsburg, PA. 17050 or via electronic mail to the UniServ Representative.

Section 2. A professional employee in this unit may apply for any vacancy posted in accordance with the provisions of Section 1 above provided such professional employee meets the minimum qualification and experience for the posted vacancy. A professional employee who applies shall be interviewed, on campus, along with other applicants. The professional 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.

## ARTICLE 35

### GRANT FUNDED PROGRAM COORDINATORS



Section 1. Professional employees whose positions are wholly funded by grant money shall be classified as Grant Funded Program Coordinator 1; Grant Funded Program Coordinator 2; Grant Funded Program Coordinator 3; and Grant Funded Program Coordinator 4. The pay-range assigned to these classifications shall be PR 35, PR 38, PR 40 and PR 43 respectively.

Section 2. When filling a vacant Grant Funded Program Coordinator position, the position should first be assigned to one of the four Grant Funded Program Coordinator classifications and corresponding pay ranges. This shall establish a minimum and maximum salary for that position.

Section 3. The Employer agrees to post any vacant Grant Funded Program Coordinator position for a minimum of fifteen (15) days unless an emergency requires a lesser period of time. The provisions of Article 33, Vacancies shall also apply in filling Grant Funded Program Coordinator vacancies.

Section 4. For existing grants, the annual service increment may only be granted to a Grant Funded Program Coordinator if it can be established that there is funding available in the grant to pay for such increments without using the university's budgeted money. When renewing grants or when applying for new grants, funding shall be requested to provide Grant Funded Program Coordinators annual service increments.

Section 5. The parties acknowledge that these positions are temporary in nature and that these professional employees shall hold his/her positions only for the term of the grant and its renewal, if any. The Employer shall give a sixty (60) day notice to all professional employees whose grant will not be renewed. If the professional employee intends to resign or leave employment a thirty (30) day notice from the professional employee is also required.

Section 6. If a Grant Funded Program Coordinator is given a non-renewal notice he/she shall only have rights to a newly created or vacant Grant Funded Program Coordinator position in the same or lower classification than his/her former position, provided he/she has the necessary skill and ability to perform the work. The determination as to skill and ability shall be at the sole discretion of the President and shall not be subject to the Grievance and Arbitration procedure provided for in Article 13 of this Agreement. If more than one (1) Grant Funded Program Coordinator is given a non-renewal notice rights to a vacant position shall also be based on bargaining unit seniority where skill and ability is determined to be equal.

Section 7. Rights provided for in Section 6 above, shall apply from the time the non-renewal notice is given up to the date of termination of employment. In no event shall this period be less than sixty (60) days.

Section 8. Grant Funded Program Coordinators shall have all other rights and benefits contained in this Agreement except as delineated in this Article.

## ARTICLE 36

### MISCELLANEOUS PROVISIONS

Section 1. In the event that any provisions of this Agreement are inconsistent with 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.

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

Section 3. In the event that any provisions of this Agreement requires legislative action to become effective, including but not limited to the amendment of existing statutes, the adoption of new legislation, the passage of the Employer's Budget, or the granting of appropriations, it shall not become effective until or unless such legislative action is taken.

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

Section 5. The President of the university shall have the right to assign duties to graduate assistants as long as the assignment of such duties does not cause the furlough or prevent the recall of professional employees. This section is not applicable to the provisions under Article 39, Contracting Out Bargaining Unit Work.

Section 6. A. Travel expenses shall be paid in accordance with the Pennsylvania State System of Higher Education Travel Expense Regulations except that the mileage and substance allowances shall be the General Services Administration rates. If the General Services Administration of the Federal Government increases or decreases the mileage and/or subsistence allowances for employees under its jurisdiction, the mileage and/or subsistence allowances for employees under this Article will be increased or decreased on the effective date of the General Services Administration change.

B. Reimbursement for out-of-pocket dinner expenses for non-overnight travel assignments shall be paid at 58% of the allowable subsistence expense provided for in the Employer's Travel Expense Regulations for the city in question. A qualified non-overnight travel assignment shall require the following:

1. A minimum of two (2) hours work beyond the professional employee's scheduled work day, excluding a meal period; and
2. The assignment would not permit the professional employee to

return to their home prior to seven (7) p.m.; and

3. The assignment must be outside a ten (10) mile radius from his/her residence.

Reimbursement shall be for the amount of the receipt, but not to exceed the category maximum. Receipts are required for reimbursement. The provisions of the above agreement shall not be subject to the grievance procedure, but shall be subject to review by the parties to this Agreement at the local level. However, the final determination of the appropriate category for reimbursement under this Agreement shall rest with the university President or his/her designee.

Section 7. The Employer and SCUPA shall continue the joint committee to discuss a program of professional growth for professional employees covered by this Agreement. The Committee shall review items which were adopted by the Board of Governors such as:

- (A) A SCUPA orientation program;
- (B) Transfers;
- (C) In-service and out-service training;
- (D) Professional leaves.

If funds are available at the campus level for in-service and out-service training for all employees, the professional employees in this bargaining unit shall be eligible for participation in such programs. In addition, if other employee organizations are included in the administration of such programs SCUPA shall be provided the same opportunity.

Section 8. Professional employees who, in the sole discretion of the President, have the requisite qualifications, can be assigned by the President to inter-collegiate coaching duties. Professional employees so assigned shall continue to be covered by this Agreement. However, it is understood and agreed that inter-collegiate coaching duties are not within the exclusive jurisdiction of the SCUPA bargaining unit as certified by the PLRB in Case No. PERA-R-11-447-C. Action or inaction by the President in accordance with this section shall not be subject to the Grievance and Arbitration Procedure provided for in Article 13 of this Agreement.

Section 9. Professional employees who, in the opinion of the President, have the requisite qualifications, can be assigned by the President to teach courses or perform other professional duties in an academic department. Such assignment must be consistent with the provisions of other collective bargaining agreements in place at the time the assignment is made.

Section 10. The assignment of academic employees in other bargaining units to work being performed by SCUPA-covered employees shall not cause the furlough of professional employees.

Section 11. In the event the Public Employee Relations Act is amended during the term of this Agreement, the parties agree to negotiate concerning the amendments to determine whether or not this Agreement should be amended to incorporate changes permitted by the amendments to the Act. It is clearly understood that if this Agreement is reopened for negotiations for this purpose, the provisions of Article 15, No Strikes and No Lockouts, will remain in full force and effect.

Section 12. The State System/Universities shall modify their tuition waiver policy that shall supersede all prior University and/or Board of Governor policies and shall establish a uniform policy for all professional employees covered by this Agreement as follows:

1. Effective Spring semester 2013, total waiver of tuition for eligible professional employees at any State System University. This waiver shall be applicable for undergraduate credits not to exceed 128 undergraduate credits or graduate credits not to exceed 60 graduate credits or any combination of undergraduate or graduate credits up to 60 credits and shall be on a "space available" basis as certified by the appropriate management authority. The total number of undergraduate and/or graduate credits that may be taken shall be limited to a maximum of 6 credits per semester and must be taken during non-working hours. Eligible professional employees are responsible for their portion of the distance education incentive given to a faculty member/instructor of their class.
2. Total waiver of tuition for children of eligible professional employees at the University where the professional 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.
3. Total waiver of tuition for spouses/same sex domestic partner of eligible professional employees at the University where employed. This waiver shall be applicable to the professional employee's spouse/same sex domestic partner until he/she obtains his/her first undergraduate degree and shall be on a "space available" basis as certified by the appropriate management authority.
4. This waiver of tuition at the University where the eligible professional 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 professional employee, after fifteen (15) or more years of service, exclusively within the Pennsylvania State System of Higher Education, becomes permanently disabled or dies.
5. The tuition waiver shall continue to the limits stated in No. 4 above for eligible professional employees who meet all of the following conditions:
  - a. retires on or after January 1, 2003, (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 Pennsylvania State System of Higher Education at the date of retirement.
6. Effective spring semester 2013, fifty percent (50%) waiver of University tuition for newly admitted children at State System Universities other than the State System University where the professional 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.

7. Effective spring semester 2013, fifty percent (50%) waiver of University tuition for newly admitted spouse/same sex domestic partner at State System Universities other than the State System University where the professional employee is employed. This waiver shall be applicable to the professional employee's spouse/same sex domestic partner until he/she obtains his/her first undergraduate degree and shall be on a "space available" basis as certified by the appropriate management authority.

If a professional 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 professional employee" shall be defined as any permanent full-time professional employee in active pay status but shall include permanent full time employees who are receiving benefits while on cyclical leave without pay as that term is defined by Management Directive 530.20, Section 4.b, State Paid Benefits While on Cyclical Leave Without Pay, as adopted by the State System.

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

"Tuition Waiver" will apply to all credits for which an employee receives some type of transcribed grade or notation, including incomplete and withdrawn. All credits for which tuition has been waived will count toward the maximums set forth above except that the credits will not count if the employee withdraws prior to receiving a transcribed grade or notation.

"Where employed" is defined to mean the local University to which the professional employee is appointed.

"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.

“First undergraduate degree” is defined as a bachelor’s degree granted by any accredited university.

Section 13. Whenever a university contemplates permanent changes in organizational structure that may affect existing State University Administrator (SUA) classifications, the SCUPA representative at that university will be notified. If requested by SCUPA, a meet and discuss will be held. Professional employees within the affected functional unit will be provided with as much information as possible regarding the proposed organizational change. If any positions are reclassified as a result of the reorganization, such positions will not be considered vacancies for purposes of Article 34. The selection of personnel for the reallocated position(s) shall remain the sole right and prerogative of the Employer. If additional positions are added to the university complement as a result of the reorganization, such positions will be posted in accordance with Article 34. Only allegations that a university failed to provide notification as required in this section, or failed to meet and discuss, if requested by SCUPA, shall be subject to review through the grievance and arbitration procedure.

#### ARTICLE 37

#### FAIR PRACTICES

Section 1. Neither the Employer, SCUPA, nor any professional employee shall discriminate against any professional employee on the basis of race, creed, color, ancestry, sex, sexual orientation, marital status, age, national origin, non-job related handicap or disability, SCUPA membership or activity or lack thereof, or political belief and/or affiliation.

Section 2. If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, and the Civil Rights Act of 1964, and all laws, rules, or plans relating to or which are part of the Employer's Affirmative Action Plan, the provisions of such orders, laws, rules or plans shall prevail.

Section 3. The parties agree to meet and discuss as provided in Article 5, SCUPA Business, during the term of this Agreement on such aspects of this Article that are of mutual interest.

#### ARTICLE 38

#### CONTRACTING OUT BARGAINING UNIT WORK

Section 1. Effective July 1, 2006, the provisions of this Article shall apply to bargaining unit work performed by professional employees in this unit at the particular University affected.

Section 2. Prior to the award of any outside contract to undertake work within the scope of the work specified in Section 1 above, the University or the State System, if a System-wide contract, shall notify in writing the President of SCUPA with a copy to the local SCUPA representative.

- a. Such written notice shall state the length, purpose, rationale, and estimated cost of the intended contract.
- b. For contracts in excess of \$10,000, SCUPA 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 or State System management, as appropriate, with respect to a particular contract. At such time, SCUPA 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 SCUPA 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. It is recognized that in situations that present an immediate effect on the health, safety and welfare of students and staff, it may not be possible to follow the procedures outlined above. In such instances the University shall within 48 hours of the occurrence, notify the local SCUPA representative of the existence of the situation and the contract.

Section 4. The Employer agrees not to contract out bargaining unit work which would result in the layoff or downgrading of an employee or prevent an available qualified employee from being recalled to work except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service.

Section 5. This Article will not be construed so as to prevent non-bargaining unit University employees from performing bargaining unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry-out the functions and programs of the State System or maintain the Employer's standard of service.

Section 6. In the event there is no common understanding reached during the meet and discuss, the contract may be implemented. SCUPA may within 15 calendar days of the meet and discuss referenced above submit a grievance to arbitration. The parties shall by mutual agreement select three (3) persons to serve as arbitrators to hear disputes arising from this Article. A case shall be assigned to one of the arbitrators on a rotational basis. The initial order of rotation shall be alphabetical based upon the last name of the arbitrators selected. If the parties can not agree on the selection of three arbitrators, either party may, for each grievance, request the Bureau of Mediation to submit a statewide list of seven possible arbitrators for selection in accordance with the procedure outlined in the grievance procedure. The arbitrator shall render a binding decision.

Section 7. The Employer and SCUPA acknowledge the above represents the results of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issue of contracting out bargaining unit work.

ARTICLE 39

TERM OF AGREEMENT

This Agreement shall be effective July 1, 2019 and shall continue in full force and effect up to and including June 30, 2023. This Agreement shall automatically renew itself from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act.

The parties hereto through their duly authorized officers or representatives and intending to be legally bound, hereby have hereunto set their hands and seals this 11<sup>th</sup> day of December, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed the day and year first above written.

PENNSYLVANIA STATE SYSTEM  
OF HIGHER EDUCATION

STATE COLLEGE AND UNIVERSITY  
PROFESSIONAL ASSOCIATION (SCUPA)

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Cynthia D. Shapira  
Chair  
Board of Governors

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Sheleta Camarda-Webb  
President

---

Daniel I. Greenstein  
Chancellor  
State System of Higher Education

---

Todd Spaulding  
Vice President

---

Bretni E. Lentz  
Chief Negotiator

---

Julene Pinto-Dyczewski  
Negotiator

---

Eric Guiser  
Negotiator

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Steve Plesac  
Negotiator



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Lynne Motyl  
Negotiator

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Brad Henry  
Negotiator

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Brian Hazlett  
Negotiator

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Gretchen Osterman  
Negotiator

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Jeffrey Hawkins  
Negotiator

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R. Chad Brown  
Negotiator

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Melissa Mullen  
Negotiator

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Rita Miller  
Negotiator

Appendix A  
 Pennsylvania State System of Higher Education  
 SCUPA Pay Schedule  
 Effective July 7, 2018

PAY STEP		PAY RANGE 35	PAY RANGE 38	PAY RANGE 40	PAY RANGE 43	PAY RANGE 45
1	HOURLY	21.23	24.60	27.18	31.51	34.79
	REGULAR BIWEEKLY (26.08 PAYS)	1,592.25	1,845.00	2,038.50	2,363.25	2,609.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,224.81	1,419.23	1,568.08	1,817.88	2,007.12
	REGULAR ANNUAL	41,526	48,118	53,164	61,634	68,049
2	HOURLY	21.78	25.23	27.87	32.30	35.64
	REGULAR BIWEEKLY (26.08 PAYS)	1,633.50	1,892.25	2,090.25	2,422.50	2,673.00
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,256.54	1,455.58	1,607.88	1,863.46	2,056.15
	REGULAR ANNUAL	42,602	49,350	54,514	63,179	69,712
3	HOURLY	22.31	25.89	28.52	33.10	36.53
	REGULAR BIWEEKLY (26.08 PAYS)	1,673.25	1,941.75	2,139.00	2,482.50	2,739.75
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,287.12	1,493.65	1,645.38	1,909.62	2,107.50
	REGULAR ANNUAL	43,638	50,641	55,785	64,744	71,453
4	HOURLY	22.87	26.50	29.25	33.93	37.44
	REGULAR BIWEEKLY (26.08 PAYS)	1,715.25	1,987.50	2,193.75	2,544.75	2,808.00
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,319.42	1,528.85	1,687.50	1,957.50	2,160.00
	REGULAR ANNUAL	44,734	51,834	57,213	66,367	73,233
5	HOURLY	23.42	27.18	29.99	34.79	38.39
	REGULAR BIWEEKLY (26.08 PAYS)	1,756.50	2,038.50	2,249.25	2,609.25	2,879.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,351.15	1,568.08	1,730.19	2,007.12	2,214.81
	REGULAR ANNUAL	45,810	53,164	58,660	68,049	75,091
6	HOURLY	24.01	27.87	30.76	35.64	39.34
	REGULAR BIWEEKLY (26.08 PAYS)	1,800.75	2,090.25	2,307.00	2,673.00	2,950.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,385.19	1,607.88	1,774.62	2,056.15	2,269.62
	REGULAR ANNUAL	46,964	54,514	60,167	69,712	76,949
7	HOURLY	24.60	28.52	31.51	36.53	40.32
	REGULAR BIWEEKLY (26.08 PAYS)	1,845.00	2,139.00	2,363.25	2,739.75	3,024.00
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,419.23	1,645.38	1,817.88	2,107.50	2,326.15
	REGULAR ANNUAL	48,118	55,785	61,634	71,453	78,866
8	HOURLY	25.23	29.25	32.30	37.44	41.34
	REGULAR BIWEEKLY (26.08 PAYS)	1,892.25	2,193.75	2,422.50	2,808.00	3,100.50

	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,455.58	1,687.50	1,863.46	2,160.00	2,385.00
	REGULAR ANNUAL	49,350	57,213	63,179	73,233	80,861
<b>9</b>	HOURLY	25.89	29.99	33.10	38.39	42.38
	REGULAR BIWEEKLY (26.08 PAYS)	1,941.75	2,249.25	2,482.50	2,879.25	3,178.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,493.65	1,730.19	1,909.62	2,214.81	2,445.00
	REGULAR ANNUAL	50,641	58,660	64,744	75,091	82,895
<b>10</b>	HOURLY	26.50	30.76	33.93	39.34	43.43
	REGULAR BIWEEKLY (26.08 PAYS)	1,987.50	2,307.00	2,544.75	2,950.50	3,257.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,528.85	1,774.62	1,957.50	2,269.62	2,505.58
	REGULAR ANNUAL	51,834	60,167	66,367	76,949	84,949
<b>11</b>	HOURLY	27.18	31.51	34.79	40.32	44.52
	REGULAR BIWEEKLY (26.08 PAYS)	2,038.50	2,363.25	2,609.25	3,024.00	3,339.00
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,568.08	1,817.88	2,007.12	2,326.15	2,568.46
	REGULAR ANNUAL	53,164	61,634	68,049	78,866	87,081
<b>12</b>	HOURLY	27.87	32.30	35.64	41.34	45.62
	REGULAR BIWEEKLY (26.08 PAYS)	2,090.25	2,422.50	2,673.00	3,100.50	3,421.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,607.88	1,863.46	2,056.15	2,385.00	2,631.92
	REGULAR ANNUAL	54,514	63,179	69,712	80,861	89,233
<b>13</b>	HOURLY	28.52	33.10	36.53	42.38	46.78
	REGULAR BIWEEKLY (26.08 PAYS)	2,139.00	2,482.50	2,739.75	3,178.50	3,508.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,645.38	1,909.62	2,107.50	2,445.00	2,698.85
	REGULAR ANNUAL	55,785	64,744	71,453	82,895	91,502
<b>14</b>	HOURLY	29.25	33.93	37.44	43.43	47.93
	REGULAR BIWEEKLY (26.08 PAYS)	2,193.75	2,544.75	2,808.00	3,257.25	3,594.75
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,687.50	1,957.50	2,160.00	2,505.58	2,765.19
	REGULAR ANNUAL	57,213	66,367	73,233	84,949	93,751
<b>15</b>	HOURLY	29.99	34.79	38.39	44.52	49.12
	REGULAR BIWEEKLY (26.08 PAYS)	2,249.25	2,609.25	2,879.25	3,339.00	3,684.00
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,730.19	2,007.12	2,214.81	2,568.46	2,833.85
	REGULAR ANNUAL	58,660	68,049	75,091	87,081	96,079
<b>16</b>	HOURLY	30.76	35.64	39.34	45.62	50.36
	REGULAR BIWEEKLY (26.08 PAYS)	2,307.00	2,673.00	2,950.50	3,421.50	3,777.00
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,774.62	2,056.15	2,269.62	2,631.92	2,905.38
	REGULAR ANNUAL	60,167	69,712	76,949	89,233	98,504

Appendix B  
 Pennsylvania State System of Higher Education  
 SCUPA Pay Schedule  
 Effective November 1, 2020

PAY STEP		PAY RANGE 35	PAY RANGE 38	PAY RANGE 40	PAY RANGE 43	PAY RANGE 45
1	HOURLY	21.87	25.34	28.00	32.46	35.83
	REGULAR BIWEEKLY (26.08 PAYS)	1,640.25	1,900.50	2,100.00	2,434.50	2,687.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,261.73	1,461.92	1,615.38	1,872.69	2,067.12
	REGULAR ANNUAL	42,778	49,565	54,768	63,492	70,083
2	HOURLY	22.43	25.99	28.71	33.27	36.71
	REGULAR BIWEEKLY (26.08 PAYS)	1,682.25	1,949.25	2,153.25	2,495.25	2,753.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,294.04	1,499.42	1,656.35	1,919.42	2,117.88
	REGULAR ANNUAL	43,873	50,836	56,157	65,076	71,805
3	HOURLY	22.98	26.67	29.38	34.09	37.63
	REGULAR BIWEEKLY (26.08 PAYS)	1,723.50	2,000.25	2,203.50	2,556.75	2,822.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,325.77	1,538.65	1,695.00	1,966.73	2,170.96
	REGULAR ANNUAL	44,949	52,167	57,467	66,680	73,604
4	HOURLY	23.56	27.30	30.13	34.95	38.56
	REGULAR BIWEEKLY (26.08 PAYS)	1,767.00	2,047.50	2,259.75	2,621.25	2,892.00
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,359.23	1,575.00	1,738.27	2,016.35	2,224.62
	REGULAR ANNUAL	46,083.00	53,399.00	58,934.00	68,362.00	75,423.00
5	HOURLY	24.12	28.00	30.89	35.83	39.54
	REGULAR BIWEEKLY (26.08 PAYS)	1,809.00	2,100.00	2,316.75	2,687.25	2,965.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,391.54	1,615.38	1,782.12	2,067.12	2,281.15
	REGULAR ANNUAL	47,179.00	54,768.00	60,421.00	70,083.00	77,340.00
6	HOURLY	24.73	28.71	31.68	36.71	40.52
	REGULAR BIWEEKLY (26.08 PAYS)	1,854.75	2,153.25	2,376.00	2,753.25	3,039.00
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,426.73	1,656.35	1,827.69	2,117.88	2,337.69
	REGULAR ANNUAL	48,372.00	56,157.00	61,966.00	71,805.00	79,257.00
7	HOURLY	25.34	29.38	32.46	37.63	41.53
	REGULAR BIWEEKLY (26.08 PAYS)	1,900.50	2,203.50	2,434.50	2,822.25	3,114.75
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,461.92	1,695.00	1,872.69	2,170.96	2,395.96
	REGULAR ANNUAL	49,565.00	57,467.00	63,492.00	73,604.00	81,233.00
8	HOURLY	25.99	30.13	33.27	38.56	42.58
	REGULAR BIWEEKLY (26.08 PAYS)	1,949.25	2,259.75	2,495.25	2,892.00	3,193.50

	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,499.42	1,738.27	1,919.42	2,224.62	2,456.54
	REGULAR ANNUAL	50,836.00	58,934.00	65,076.00	75,423.00	83,286.00
<b>9</b>	HOURLY	26.67	30.89	34.09	39.54	43.65
	REGULAR BIWEEKLY (26.08 PAYS)	2,000.25	2,316.75	2,556.75	2,965.50	3,273.75
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,538.65	1,782.12	1,966.73	2,281.15	2,518.27
	REGULAR ANNUAL	52,167.00	60,421.00	66,680.00	77,340.00	85,379.00
<b>10</b>	HOURLY	27.30	31.68	34.95	40.52	44.73
	REGULAR BIWEEKLY (26.08 PAYS)	2,047.50	2,376.00	2,621.25	3,039.00	3,354.75
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,575.00	1,827.69	2,016.35	2,337.69	2,580.58
	REGULAR ANNUAL	53,399.00	61,966.00	68,362.00	79,257.00	87,492.00
<b>11</b>	HOURLY	28.00	32.46	35.83	41.53	45.86
	REGULAR BIWEEKLY (26.08 PAYS)	2,100.00	2,434.50	2,687.25	3,114.75	3,439.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,615.38	1,872.69	2,067.12	2,395.96	2,645.77
	REGULAR ANNUAL	54,768.00	63,492.00	70,083.00	81,233.00	89,702.00
<b>12</b>	HOURLY	28.71	33.27	36.71	42.58	46.99
	REGULAR BIWEEKLY (26.08 PAYS)	2,153.25	2,495.25	2,753.25	3,193.50	3,524.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,656.35	1,919.42	2,117.88	2,456.54	2,710.96
	REGULAR ANNUAL	56,157.00	65,076.00	71,805.00	83,286.00	91,912.00
<b>13</b>	HOURLY	29.38	34.09	37.63	43.65	48.18
	REGULAR BIWEEKLY (26.08 PAYS)	2,203.50	2,556.75	2,822.25	3,273.75	3,613.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,695.00	1,966.73	2,170.96	2,518.27	2,779.62
	REGULAR ANNUAL	57,467.00	66,680.00	73,604.00	85,379.00	94,240.00
<b>14</b>	HOURLY	30.13	34.95	38.56	44.73	49.37
	REGULAR BIWEEKLY (26.08 PAYS)	2,259.75	2,621.25	2,892.00	3,354.75	3,702.75
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,738.27	2,016.35	2,224.62	2,580.58	2,848.27
	REGULAR ANNUAL	58,934.00	68,362.00	75,423.00	87,492.00	96,568.00
<b>15</b>	HOURLY	30.89	35.83	39.54	45.86	50.59
	REGULAR BIWEEKLY (26.08 PAYS)	2,316.75	2,687.25	2,965.50	3,439.50	3,794.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,782.12	2,067.12	2,281.15	2,645.77	2,918.65
	REGULAR ANNUAL	60,421.00	70,083.00	77,340.00	89,702.00	98,954.00
<b>16</b>	HOURLY	31.68	36.71	40.52	46.99	51.87
	REGULAR BIWEEKLY (26.08 PAYS)	2,376.00	2,753.25	3,039.00	3,524.25	3,890.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,827.69	2,117.88	2,337.69	2,710.96	2,992.50
	REGULAR ANNUAL	61,966.00	71,805.00	79,257.00	91,912.00	101,458.00

Appendix C  
 Pennsylvania State System of Higher Education  
 SCUPA Pay Schedule  
 Effective January 15, 2022

PAY STEP		PAY RANGE 35	PAY RANGE 38	PAY RANGE 40	PAY RANGE 43	PAY RANGE 45
1	HOURLY	22.20	25.72	28.42	32.95	36.37
	REGULAR BIWEEKLY (26.08 PAYS)	1,665.00	1,929.00	2,131.50	2,471.25	2,727.75
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,280.77	1,483.85	1,639.62	1,900.96	2,098.27
	REGULAR ANNUAL	43,423	50,308	55,590	64,450	71,140
2	HOURLY	22.77	26.38	29.14	33.77	37.26
	REGULAR BIWEEKLY (26.08 PAYS)	1,707.75	1,978.50	2,185.50	2,532.75	2,794.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,313.65	1,521.92	1,681.15	1,948.27	2,149.62
	REGULAR ANNUAL	44,538	51,599	56,998	66,054	72,881
3	HOURLY	23.32	27.07	29.82	34.60	38.19
	REGULAR BIWEEKLY (26.08 PAYS)	1,749.00	2,030.25	2,236.50	2,595.00	2,864.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,345.38	1,561.73	1,720.38	1,996.15	2,203.27
	REGULAR ANNUAL	45,614	52,949	58,328	67,678	74,700
4	HOURLY	23.91	27.71	30.58	35.47	39.14
	REGULAR BIWEEKLY (26.08 PAYS)	1,793.25	2,078.25	2,293.50	2,660.25	2,935.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,379.42	1,598.65	1,764.23	2,046.35	2,258.08
	REGULAR ANNUAL	46,768	54,201	59,814	69,379	76,558
5	HOURLY	24.48	28.42	31.35	36.37	40.13
	REGULAR BIWEEKLY (26.08 PAYS)	1,836.00	2,131.50	2,351.25	2,727.75	3,009.75
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,412.31	1,639.62	1,808.65	2,098.27	2,315.19
	REGULAR ANNUAL	47,883	55,590	61,321	71,140	78,494
6	HOURLY	25.10	29.14	32.16	37.26	41.13
	REGULAR BIWEEKLY (26.08 PAYS)	1,882.50	2,185.50	2,412.00	2,794.50	3,084.75
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,448.08	1,681.15	1,855.38	2,149.62	2,372.88
	REGULAR ANNUAL	49,096	56,998	62,905	72,881	80,450
7	HOURLY	25.72	29.82	32.95	38.19	42.15
	REGULAR BIWEEKLY (26.08 PAYS)	1,929.00	2,236.50	2,471.25	2,864.25	3,161.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,483.85	1,720.38	1,900.96	2,203.27	2,431.73
	REGULAR ANNUAL	50,308	58,328	64,450	74,700	82,445
8	HOURLY	26.38	30.58	33.77	39.14	43.22

	REGULAR BIWEEKLY (26.08 PAYS)	1,978.50	2,293.50	2,532.75	2,935.50	3,241.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,521.92	1,764.23	1,948.27	2,258.08	2,493.46
	REGULAR ANNUAL	51,599	59,814	66,054	76,558	84,538
<b>9</b>	HOURLY	27.07	31.35	34.60	40.13	44.30
	REGULAR BIWEEKLY (26.08 PAYS)	2,030.25	2,351.25	2,595.00	3,009.75	3,322.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,561.73	1,808.65	1,996.15	2,315.19	2,555.77
	REGULAR ANNUAL	52,949	61,321	67,678	78,494	86,651
<b>10</b>	HOURLY	27.71	32.16	35.47	41.13	45.40
	REGULAR BIWEEKLY (26.08 PAYS)	2,078.25	2,412.00	2,660.25	3,084.75	3,405.00
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,598.65	1,855.38	2,046.35	2,372.88	2,619.23
	REGULAR ANNUAL	54,201	62,905	69,379	80,450	88,802
<b>11</b>	HOURLY	28.42	32.95	36.37	42.15	46.55
	REGULAR BIWEEKLY (26.08 PAYS)	2,131.50	2,471.25	2,727.75	3,161.25	3,491.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,639.62	1,900.96	2,098.27	2,431.73	2,685.58
	REGULAR ANNUAL	55,590	64,450	71,140	82,445	91,052
<b>12</b>	HOURLY	29.14	33.77	37.26	43.22	47.69
	REGULAR BIWEEKLY (26.08 PAYS)	2,185.50	2,532.75	2,794.50	3,241.50	3,576.75
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,681.15	1,948.27	2,149.62	2,493.46	2,751.35
	REGULAR ANNUAL	56,998	66,054	72,881	84,538	93,282
<b>13</b>	HOURLY	29.82	34.60	38.19	44.30	48.90
	REGULAR BIWEEKLY (26.08 PAYS)	2,236.50	2,595.00	2,864.25	3,322.50	3,667.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,720.38	1,996.15	2,203.27	2,555.77	2,821.15
	REGULAR ANNUAL	58,328	67,678	74,700	86,651	95,648
<b>14</b>	HOURLY	30.58	35.47	39.14	45.40	50.11
	REGULAR BIWEEKLY (26.08 PAYS)	2,293.50	2,660.25	2,935.50	3,405.00	3,758.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,764.23	2,046.35	2,258.08	2,619.23	2,890.96
	REGULAR ANNUAL	59,814	69,379	76,558	88,802	98,015
<b>15</b>	HOURLY	31.35	36.37	40.13	46.55	51.35
	REGULAR BIWEEKLY (26.08 PAYS)	2,351.25	2,727.75	3,009.75	3,491.25	3,851.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,808.65	2,098.27	2,315.19	2,685.58	2,962.50
	REGULAR ANNUAL	61,321	71,140	78,494	91,052	100,441
<b>16</b>	HOURLY	32.16	37.26	41.13	47.69	52.65
	REGULAR BIWEEKLY (26.08 PAYS)	2,412.00	2,794.50	3,084.75	3,576.75	3,948.75
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,855.38	2,149.62	2,372.88	2,751.35	3,037.50
	REGULAR ANNUAL	62,905	72,881	80,450	93,282	102,983

Appendix D  
 Pennsylvania State System of Higher Education  
 SCUPA Pay Schedule  
 Effective April 1, 2023

PAY STEP		PAY RANGE 35	PAY RANGE 38	PAY RANGE 40	PAY RANGE 43	PAY RANGE 45
1	HOURLY	22.64	26.23	28.99	33.61	37.10
	REGULAR BIWEEKLY (26.08 PAYS)	1,698.00	1,967.25	2,174.25	2,520.75	2,782.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,306.15	1,513.27	1,672.50	1,939.04	2,140.38
	REGULAR ANNUAL	44,284	51,306	56,704	65,741	72,568
2	HOURLY	23.23	26.91	29.72	34.45	38.01
	REGULAR BIWEEKLY (26.08 PAYS)	1,742.25	2,018.25	2,229.00	2,583.75	2,850.75
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,340.19	1,552.50	1,714.62	1,987.50	2,192.88
	REGULAR ANNUAL	45,438	52,636	58,132	67,384	74,348
3	HOURLY	23.79	27.61	30.42	35.29	38.95
	REGULAR BIWEEKLY (26.08 PAYS)	1,784.25	2,070.75	2,281.50	2,646.75	2,921.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,372.50	1,592.88	1,755.00	2,035.96	2,247.12
	REGULAR ANNUAL	46,533	54,005	59,502	69,027	76,186
4	HOURLY	24.39	28.26	31.19	36.18	39.92
	REGULAR BIWEEKLY (26.08 PAYS)	1,829.25	2,119.50	2,339.25	2,713.50	2,994.00
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,407.12	1,630.38	1,799.42	2,087.31	2,303.08
	REGULAR ANNUAL	47,707	55,277	61,008	70,768	78,084
5	HOURLY	24.97	28.99	31.98	37.10	40.93
	REGULAR BIWEEKLY (26.08 PAYS)	1,872.75	2,174.25	2,398.50	2,782.50	3,069.75
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,440.58	1,672.50	1,845.00	2,140.38	2,361.35
	REGULAR ANNUAL	48,841	56,704	62,553	72,568	80,059
6	HOURLY	25.60	29.72	32.80	38.01	41.95
	REGULAR BIWEEKLY (26.08 PAYS)	1,920.00	2,229.00	2,460.00	2,850.75	3,146.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,476.92	1,714.62	1,892.31	2,192.88	2,420.19
	REGULAR ANNUAL	50,074	58,132	64,157	74,348	82,054
7	HOURLY	26.23	30.42	33.61	38.95	42.99
	REGULAR BIWEEKLY (26.08 PAYS)	1,967.25	2,281.50	2,520.75	2,921.25	3,224.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,513.27	1,755.00	1,939.04	2,247.12	2,480.19
	REGULAR ANNUAL	51,306	59,502	65,741	76,186	84,088
8	HOURLY	26.91	31.19	34.45	39.92	44.08



	REGULAR BIWEEKLY (26.08 PAYS)	2,018.25	2,339.25	2,583.75	2,994.00	3,306.00
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,552.50	1,799.42	1,987.50	2,303.08	2,543.08
	REGULAR ANNUAL	52,636	61,008	67,384	78,084	86,220
<b>9</b>	HOURLY	27.61	31.98	35.29	40.93	45.19
	REGULAR BIWEEKLY (26.08 PAYS)	2,070.75	2,398.50	2,646.75	3,069.75	3,389.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,592.88	1,845.00	2,035.96	2,361.35	2,607.12
	REGULAR ANNUAL	54,005	62,553	69,027	80,059	88,392
<b>10</b>	HOURLY	28.26	32.80	36.18	41.95	46.31
	REGULAR BIWEEKLY (26.08 PAYS)	2,119.50	2,460.00	2,713.50	3,146.25	3,473.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,630.38	1,892.31	2,087.31	2,420.19	2,671.73
	REGULAR ANNUAL	55,277	64,157	70,768	82,054	90,582
<b>11</b>	HOURLY	28.99	33.61	37.10	42.99	47.48
	REGULAR BIWEEKLY (26.08 PAYS)	2,174.25	2,520.75	2,782.50	3,224.25	3,561.00
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,672.50	1,939.04	2,140.38	2,480.19	2,739.23
	REGULAR ANNUAL	56,704	65,741	72,568	84,088	92,871
<b>12</b>	HOURLY	29.72	34.45	38.01	44.08	48.64
	REGULAR BIWEEKLY (26.08 PAYS)	2,229.00	2,583.75	2,850.75	3,306.00	3,648.00
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,714.62	1,987.50	2,192.88	2,543.08	2,806.15
	REGULAR ANNUAL	58,132	67,384	74,348	86,220	95,140
<b>13</b>	HOURLY	30.42	35.29	38.95	45.19	49.88
	REGULAR BIWEEKLY (26.08 PAYS)	2,281.50	2,646.75	2,921.25	3,389.25	3,741.00
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,755.00	2,035.96	2,247.12	2,607.12	2,877.69
	REGULAR ANNUAL	59,502	69,027	76,186	88,392	97,565
<b>14</b>	HOURLY	31.19	36.18	39.92	46.31	51.11
	REGULAR BIWEEKLY (26.08 PAYS)	2,339.25	2,713.50	2,994.00	3,473.25	3,833.25
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,799.42	2,087.31	2,303.08	2,671.73	2,948.65
	REGULAR ANNUAL	61,008	70,768	78,084	90,582	99,971
<b>15</b>	HOURLY	31.98	37.10	40.93	47.48	52.38
	REGULAR BIWEEKLY (26.08 PAYS)	2,398.50	2,782.50	3,069.75	3,561.00	3,928.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,845.00	2,140.38	2,361.35	2,739.23	3,021.92
	REGULAR ANNUAL	62,553	72,568	80,059	92,871	102,455
<b>16</b>	HOURLY	32.80	38.01	41.95	48.64	53.70
	REGULAR BIWEEKLY (26.08 PAYS)	2,460.00	2,850.75	3,146.25	3,648.00	4,027.50
	DISTRIBUTED BIWEEKLY (20 pay over 26)	1,892.31	2,192.88	2,420.19	2,806.15	3,098.08
	REGULAR ANNUAL	64,157	74,348	82,054	95,140	105,037

## APPENDIX E

### RULES OF THE ACCELERATED GRIEVANCE PROCEDURE

#### RULE 1. – The Joint State Committee (Committee)

##### Section 1.      Function

It shall be the sole purpose of the Committee to hear unresolved grievances from Step 1 of the grievance procedure set forth in the parties' collective bargaining agreement for those professional employees in the bargaining unit described and certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-11,447-C.

##### Section 2.      Composition

The Committee shall be made up of an equal number of representatives selected by the respective parties with half being designated by SCUPA, and the half being designated by the State System – from persons not directly involved in the case. Each Committee Panel will consist of six (6) members. In addition, each party shall designate one of its Committee representatives as a Co-Chairperson for the purpose of ensuring the orderly execution of the established procedures.

#### RULE 2. Committee Meetings

##### Section 1.      Time and Place

The Committee shall meet in accordance with the schedule mutually developed by the parties. Unless the docket includes a case involving a discharge or continuing liability, the Committee will not, however, meet (except by mutual agreement) in any month in which there are two (2) or fewer cases docketed.

##### Section 2.      Meeting Dockets

A docket indicating the cases scheduled to be heard at each Committee meeting will be furnished by the designated docketing representative at least thirty (30) calendar days prior to the date of each meeting. Copies are to be provided to: the Office of the Chancellor, Labor Relations; SCUPA, Mechanicsburg office; and appropriate university (or universities).

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

A discharged professional employee, or professional employees in cases of conflicting seniority claims, shall be notified by SCUPA within a reasonable time prior to the hearing of the time and place of the grievance meeting, and of the professional employee's rights, including the right to be present at such hearing. In the event SCUPA does not give notice to the professional employee,

the Committee nevertheless, may in its discretion hear and decide the case. However, in the event the case is not heard, no further liability shall accrue to the State System.

### RULE 3. Procedure on Grievances

#### Section 1. Filing of Grievances

The grievance shall be reduced to writing by SCUPA. Copies of the same shall be submitted to the docketing agent, with copies to the Office of the Chancellor, Labor Relations; SCUPA, Mechanicsburg office; and the appropriate university.

#### Section 2. Selection of Panel

SCUPA and the State System will designate their respective Co-Chairpersons prior to the start of each meeting. The position of Acting Chairperson for each Committee Meeting will be alternately filled by each side. Each Co-Chairperson shall select his/her panel members to hear each case on the docket. Any Joint Committee panel hearing a case shall consist of three (3) representatives designated by each party.

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

#### Section 3. Settlements

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

#### Section 4. Postponement of Cases

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

#### Section 5. Default

In the event either party in a dispute fails to appear before the Committee, or a panel thereof, without an authorized postponement, the Committee shall render a default decision in favor of the appearing party. If either party in a case which is scheduled to be heard at a particular meeting fails to appear at the time their case is called, that case will be moved to the end of the docket and will be called again after all of the cases preceding it have been heard. At that time, when the case is called for the second time, if the party again fails to appear, the Committee shall render a default decision in favor of the appearing party.

### RULE 4. Operation of Committee

Section 1. Rules

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

Section 2. Order of Cases

Docketed discharge cases will be heard during the time period scheduled for the committee. All other cases will be heard by the Committee in order to which the Chairpersons mutually agree.

Section 3. Hearings

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

“THE FOLLOWING STATEMENT IS BEING GIVEN BY ME FREELY AND WITHOUT COERCION FOR OFFICIAL PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION BUSINESS AND WILL BE CONSIDERED FOR ALL PURPOSES, INCLUDING ACTIONS UNDER THE STATUTES OF THIS COMMONWEALTH, JUST AS THOUGH IT HAD BEEN SWORN OR AFFIRMED BEFORE A COURT OF LAW OR FORMAL ARBITRATION PANEL.”

Unless otherwise agreed to by the parties in any specific case, these statements will not be admissible as direct testimony at any arbitration hearing.

All evidence to be presented must be made known to the other party within a reasonable time prior to the hearing. However, no later than forty-eight (48) hours prior to the scheduled meeting of the committee. The following are the only permissible exceptions: bargaining history, precedent setting arbitration awards, precedent setting settlements court decisions, and labor board decisions. Failure to comply with this rule by either party shall constitute grounds for the Committee to refuse to consider the evidence in question if an objection to its introduction is raised. During the hearing, only panel members, alternate members of the Committee, the parties presenting the case, and those directly involved in the specific case being heard shall be allowed to sit in the immediate area where the hearing is being conducted. Other members of the Committee, except for the designated panel hearing the case, shall not participate in the presentation, the discussion, or the questioning.

In discharge, involuntary demotion, suspension, and reprimand cases, the State System must present its evidence first; in all other cases, SCUPA will present its evidence first. Each party shall

declare, prior to the presentation of its case, whether there will be co-presenter on the respective case. The number of co-presenters shall be limited to two (2) individuals, and a co-presenter shall only supplement the presentation of the case in chief. Both sides will have an opportunity to summarize and rebut, however, when co-presenters are used, only one (1) of the co-presenters may respond during the Summation and Rebuttal portion of the presentation. After each party has presented its case and its official rebuttal testimony, the panel members will be free to ask questions of the parties. After such questioning, the panel of the Committee will retire to executive session and will vote, and thereby render its decision. Voting by a show of hands will be deemed to be sufficient. When the panel goes into executive session in order to decide the case, all others must retire from the room. After a decision has been reached by a majority vote of the panel, the decision shall be reduced in writing and provided to the parties in a manner agreed upon by the Committee.

#### Section 4. Recess

A recess may be requested by either party during the hearing of a case. However, if such request is granted by the Acting Chairperson, it shall not exceed one (1) hour. The Acting Chairperson may also call for recess at any time, but such recess not to exceed one (1) hour in duration.

#### Section 5. Minutes

The State System shall prepare written minutes of each committee meeting, briefly outlining the facts and the decision reached by the Committee in each case heard. Copies of all such minutes and decisions shall be provided to SCUPA; the Office of the Chancellor, Labor Relations; and the appropriate university. Such minutes will be approved and signed by the Co-Chairperson at the next meeting of the Committee and will form the official record of the Committee action.

APPENDIX F

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION  
STATE COLLEGE AND UNIVERSITY PROFESSIONAL ASSOCIATION  
SICK LEAVE BANK RULES AND PROCEDURES  
JULY 2005

I. Membership

- A. The Sick Leave Bank is a mandatory benefit program for all employees of the State College and University Professional Association (SCUPA) bargaining unit. All employees of the bargaining unit are eligible to benefit from the program.
- B. New employees to the bargaining unit shall become eligible for Sick Leave Bank benefits after thirty (30) days.

II. Qualifications for Use of the Sick Leave Bank

Sick Leave Bank hours shall be granted only in cases of a long-term, continuous absence necessitated by a serious illness, disability, or accident.

- A. Accumulated Sick Leave – all accumulated sick leave must have been used before an individual is eligible for any Sick Leave Bank hours.
- B. Waiting Period – for an individual to receive benefits from the Sick Leave Bank, all accumulated sick leave must be exhausted. The point in time at which an individual becomes eligible for benefits is based on the amount of sick leave accumulated by the individual as of the previous January 1 or July 1, whichever provides the greater waiting period benefit. The following scale demonstrates the waiting period and is based upon accumulated sick leave. The waiting period is measured in compensable work hours.

<u>Accumulated Sick Leave</u>	<u>Waiting Period</u>
0 – 97.5 hours	90 hours
97.6 – 195 hours	49 hours
195.1 – or more hours	37.5 hours

- C. Compensable Status – employees can only use hours from the Sick Leave Bank for periods of time when they would have been in compensable status.

III. Sick Leave Bank Committee

- A. The Sick Leave Bank Committee (Committee) shall be made up of five (5) members who shall be appointed by the SCUPA Executive Committee.
- B. The Committee shall be responsible for keeping all records for the Sick Leave Bank.

- C. The Committee is responsible for an annual review of the Rules and Procedures. Any changes to the Rules and Procedures shall be presented to the parties of the collective bargaining agreement establishing the Sick Leave Bank prior to implementation.
- D. The Committee shall provide a report to SCUPA and the State System at the end of each contract year. The report shall include the previous year's balance, hours contributed, hours deducted (awards), unused hours returned, and contract year's balance as of June 30 of the contract year, as well as, names of the recipients, amount of each award, and the date of each award.
- E. The Committee shall maintain a Sick Leave Bank Application form which shall be sent by the Sick Leave Bank Chairperson to the following:
  - 1. Office of the Chancellor
  - 2. University Human Resource Office
  - 3. SCUPA Office
  - 4. SCUPA Campus Representative
- F. The Committee shall have the right to have any information requested on the Sick Leave Bank Application form verified by either the Office of the Chancellor or the respective University Human Resource Office.

#### IV. Review of the Cases

All applications shall be reviewed for final decision by the Committee, which has the sole authority to grant hours from the Sick Leave Bank.

- A. Waiting Period – The Committee may consider exceptions to Section II.B above where a certified chronic illness necessitates intermittent periods of absence, which may accumulate to the equivalent of a long-term, continuous absence. The Committee may consider other exceptional situations.
- B. Abuses of Sick Leave
  - 1. The Committee has no standing authority to make a determination of sick leave abuse.
  - 2. Allegations of sick leave abuse shall not influence decisions of the Committee. Only documented (i.e., disciplinary action applied, admission of abuse) cases of abuse shall be considered by the Committee in its decision. The Committee shall have access to such documented information for review. Such access shall be limited to the Sick Leave Bank Chairperson and an employer representative.
- C. Confidentiality

All parties, including the Committee, the University Human Resource Office, and Payroll Office, shall take the necessary steps to insure the confidentiality of decisions and all associated information.

D. Certification by Physician

1. The Committee shall require a physician's certification to verify the need for Sick Leave Bank hours.
2. The Committee may require the applicant to secure a second certification from a physician of the Committee's choice. Any expense of securing the second certification shall be by the applicant.

E. The Committee shall apply the Rules and Procedures equitably and uniformly to all applicants.

V. Distribution of Hours by the Sick Leave Bank

A. Under most circumstances, the Committee may grant up to a maximum of 225 hours per individual request from the Sick Leave Bank.

B. If need exists for leave beyond the hours granted in Section V.A above, the request shall be resubmitted to the Committee, and leave may be granted in increments up to a maximum of 225 hours.

C. The maximum number of hours that the Committee can award to any one individual is 900 hours without authorization from the SCUPA Executive Committee.

D. Exclusions – the Committee shall not award sick leave for the following reasons:

1. Elective cosmetic surgery.
2. Workers' Compensation cases until after the first year and then only as a supplement to Workers' Compensation, so as to continue the individual in compensated status when the individual has used all of his/her sick leave entitlement.
3. Maternity cases; except in extraordinary cases related to the birth of the child when the employee is designated as disabled and is unable to work.
4. Bariatric surgery; unless complications result from such surgery.

VI. Allocation of Sick Leave Hours to the Sick Leave Bank

A. In accordance with the side letter of December 15, 2004, employees are required to contribute to the Sick Leave Bank earned sick leave in the amount equal to 1% of regular hours paid each biweekly pay period.



- B. The Employer shall credit hours to the Sick Leave Bank at quarterly intervals each calendar year, and report the transfer to the Chairperson.
- C. The sole responsibility of the State System for the Sick Leave Bank program will be the allocation of sick leave hours to the Sick Leave Bank at the appropriate time and honoring approved awards for utilization when presented by the Committee.
- D. In the event the Sick Leave Bank is disbanded, the Committee will continue to operate until all sick leave hours in the Sick Leave Bank have been allocated to eligible employees of the bargaining unit in accordance with the original purpose of the Sick Leave Bank.

## APPENDIX G

As a result of bargaining between the Employer and SCUPA over the impact of a new classification system being implemented as a result of the process outlined in Article 12, Section 4, the following applies:

1. The new classification system will be implemented effective with the first full pay period in January 2017.
2. If the Employer has determined that a position should be upgraded with the implementation of the new classification system, the professional employee will be placed at a step in the new pay range that is equal to the minimum step of the new pay range or two (2) steps above the professional employee's current rate of pay, whichever is greater. In no event shall a professional employee's pay rate exceed the maximum of the pay range.
3. If the Employer has determined that a Grant-Funded Program Coordinator position should be upgraded with the implementation of the new classification system, the pay increase described in 2. above will be administered on that date only if there is funding available in the grant to pay for such increase without using the university's budgeted money. If there is not funding available in the current grant to pay for such increase, the pay increase described in 2. above shall be effective at the beginning of the next grant cycle.
4. If the Employer has determined that a position should be downgraded with the implementation of the new classification system, the professional employee shall be downgraded to the proper classification and pay range without any reduction in salary.
5. A professional employee whose salary exceeds the maximum of his/her applicable pay range as a result of 4. above shall have subsequent general pay increases and service increments administered in accordance with Article 10 (Salaries and Wages).
6. Employee appeals filed in accordance with Section 2 of Article 12 (Classification) of the Collective Bargaining Agreement shall be processed in accordance with the classification system in place on the date the professional employee files his/her written appeal with the University Human Resource Office.

August 10, 2009

Mr. Marc Kornfeld  
UniServ Representative  
Pennsylvania State Education Association  
4746 Delbrook Road  
Mechanicsburg, PA 17050

Dear Mr. Kornfeld:

The below agreement is entered into by State College and University Professional Associate (SCUPA) and Pennsylvania State System of Higher Education (PASSHE) regarding the 20/26 Pay Option for 9-month SCUPA employees.

This agreement creates an annual window from April 1<sup>st</sup> to April 30<sup>th</sup> each year for 9-month SCUPA employees to have the option of modifying their biweekly salary distribution from 20 pays to 26 pays per academic year or 26 pays to 20 pays per academic year. The change will be effective with the first pay date of the following academic year.

9-month SCUPA employees must submit the enclosed Election for 9-month SCUPA Employees of Pay Periods for Academic Year's Salary form to their University Human Resource Office between April 1<sup>st</sup> and April 30<sup>th</sup> each year. Late submission of this election form will not be honored.

Sincerely

Michael A. Mottola  
Assistant Vice Chancellor for Labor Relations

MAM/ale

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Marc Kornfeld  
On behalf of SCUPA

Date

Enclosure

c     Frank DeStefano  
       Joan Smith  
       Human Resource Directors  
       Labor Relations Staff

**ELECTION FOR 9-MONTH SCUPA EMPLOYEES  
OF PAY PERIODS FOR ACADEMIC YEAR'S SALARY**

I hereby irrevocably elect to receive my 2010-2011 academic year's salary over:  
(Place an "X" in the appropriate box).

Twenty-six (26) Biweekly Pay Periods

Twenty (20) Biweekly Pay Periods

I understand that if I elect payment over twenty-six (26) biweekly pay periods, these payments shall commence at the beginning of the 2010-2011 academic year, as would be the case if I were being paid over twenty (20) biweekly pay periods. Also, if I elect to receive payment over twenty-six (26) biweekly pay periods, in no event shall I receive more compensation in twenty-six (26) biweekly pay periods than I would have received in twenty (20) biweekly pays. I understand that this election will continue for subsequent academic years and that no additional change to this election may be made by me until April of 2011, effective for 2011-2012 academic year. I also understand that this election shall in no way diminish any additional compensation to which I may be entitled.

I understand that by signing this form, I also agree not to file a grievance if an error occurs during the processing of my pay option change.

\_\_\_\_\_  
Signature of SCUPA Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of SCUPA Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Identification Number of SCUPA Employee

\_\_\_\_\_  
University

Return one completed copy of this form to your Human Resource Office between April 1, 2010 and April 30, 2010. Any forms received after April 30, 2010 will not be processed.