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# AGREEMENT

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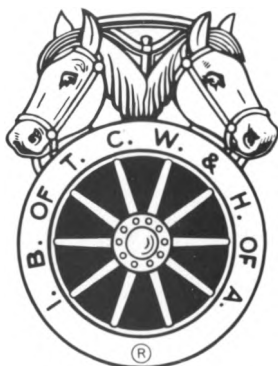
between

**The Pennsylvania State  
University**

and

**Teamsters Local Union**

**No. 8**



LU 8

for the period

**July 1, 1987 through June 30, 1990**

6/90

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## TABLE OF CONTENTS

Article	Page
I	Recognition . . . . . 5
II	Security . . . . . 9
III	Checkoff . . . . . 11
IV	Strikes and Lockouts . . . . . 11
V	Management Rights . . . . . 12
VI	Discipline and Discharge . . . . . 15
VII	Tardiness . . . . . 17
VIII	Grievance Procedure . . . . . 17
IX	Seniority . . . . . 24
X	Layoff . . . . . 32
XI	Recall . . . . . 38
XII	Job Vacancies . . . . . 40
XIII	Leave of Absence . . . . . 46
XIV	Leave of Absence for Union Business . . . . . 55
XV	Wages . . . . . 56
XVI	Shift Premium . . . . . 60
XVII	Overtime . . . . . 60
XVIII	Temporary Transfer . . . . . 65
XIX	Work Schedules . . . . . 67
XX	Job Information . . . . . 71
XXI	Reclassification of a Job Into the Bargaining Unit . . . . . 72
XXII	Contracting Out Work . . . . . 72
XXIII	Nondiscrimination . . . . . 73
XXIV	Vacations . . . . . 74
XXV	Holidays . . . . . 78
XXVI	Sick Leave . . . . . 83
XXVII	Absence for On-the-Job Injury . . . . 88

XXVIII	Other Paid Time Off . . . . .	90
XXIX	Health Care Insurance . . . . .	94
XXX	Life Insurance . . . . .	96
XXXI	VADD Insurance . . . . .	99
XXXII	Continuation of Insurance Into Retirement . . . . .	99
XXXIII	Pension . . . . .	101
XXXIV	Notice of Termination of Employment . . . . .	101
XXXV	Safety and Health Conditions . . . .	101
XXXVI	Educational Privileges . . . . .	103
XXXVII	Employees Holding Public Office . . . . .	103
XXXVIII	Stewards . . . . .	104
XXXIX	Union Activities . . . . .	107
XL	Employee Work Unit Personnel Files . . . . .	108
XLI	Agreement Subject to Applicable Law . . . . .	109
XLII	Term of Agreement . . . . .	110
	Appendix (Salary Schedule) . . . . .	113
	Index . . . . .	116

## AGREEMENT

This agreement made as of the first day of July 1987, by and between THE PENNSYLVANIA STATE UNIVERSITY (hereinafter referred to as the "University"),

AND

TEAMSTERS LOCAL UNION NO. 8, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, REPRESENTING THE SCHOLASTIC TECHNICAL SERVICE EMPLOYEES OF THE PENNSYLVANIA STATE UNIVERSITY (hereinafter referred to as the "Union").

WITNESSETH:

## ARTICLE I — RECOGNITION

1.1 For the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment, the University recognizes the Union as the exclusive bargaining representative of its regular technical-service employees in the bargaining unit composed of all such employees wherever employed by the University in the Commonwealth of Pennsylvania, except that at all locations other than University Park Campus, guards employed to enforce against employees, and other persons, rules to protect the property of the University or to protect the safety of persons on the University's premises shall be excluded from the bargaining unit. Guards and other security employees located at the University Park Campus are included in the bargaining unit under the provisions of Article IX, Section 904 of the Pennsylvania Public Employee Relations Act, which permits voluntary bargaining on matters inconsistent with said Act if such matter was provided for in a collective bargaining agreement in existence on January 1, 1970. In the event of any strike by technical-service employees, guards and other security personnel shall continue to perform assigned duties, including the enforcement against employees and other persons of laws or rules to protect the property of the University and the safety of persons on University premises.

1.2 The bargaining unit shall not include any employees working in an executive, administrative, academic, supervisory, professional, semi-profes-

sional, or clerical capacity, domestics in the residence of the University's President, or student employees as defined below. The University and the Union recognize the need for the University to provide financial assistance including employment of all types for its students employed while attending school, between semesters, or between school years. In addition, nonregular employees (non-students) as hereinafter defined shall not be in the bargaining unit.

### **1.3 Definitions**

(a) A regular employee is one who has completed the probationary period and who was or is hired into a regular job following a job announcement.

(b) A regular job is one that consists of thirty (30) hours or more of work each week and which is intended to last twenty (20) consecutive weeks or longer. If it is determined that a nonregular employee has worked on a job thirty (30) hours or more each week for twenty (20) weeks within a thirty (30) calendar week period, and the job is intended to continue to meet the requirements of a regular job beyond that time, the job shall be made regular and filled in accordance with the provisions of Article XII — Job Vacancies.

(c) A nonregular employee is one who works twenty (20) hours or less a week or who is hired into a job which is intended to last twenty (20) consecutive weeks or less. No such nonregular employee, not including students as hereinafter defined, shall be

hired in a work area, if there are qualified regular employees on layoff in the work unit who express interest in and are available to perform the work. Effective with the date of this contract, the University shall not establish any additional positions that are intended to last in excess of twenty (20) consecutive weeks of more than twenty (20) hours or less than thirty (30) hours per week.

(d) A student employee is a full-time (as determined by University educational policy) student employed to work twenty (20) hours or less a week. A student employee may work in a work area more than twenty (20) hours a week between semesters and school years, provided that there are no qualified regular employees on layoff from the work unit who express interest in and are available to perform the work. In addition, a student employee may work up to thirty (30) hours in a week in the Department of University Safety where special events on campus require hours of work by trained student assistants in excess of the twenty (20) hour limitation per student, provided there are no qualified regular employees on layoff from the work unit who express interest in and are available to perform the work. Special events include concerts, athletic events, cultural events, University social events, student charity events, large meetings and conferences, etc. The number of student employees employed in a work unit during any semester or summer session may not exceed the number of student employees employed in that work unit for the same semester or summer session the preceding year, if there are qualified regular employees



on layoff from the work unit who express interest in and are available to perform the work. With respect to each student who works more than forty (40) hours in a two-week pay period, the University shall provide to the Union the following information on a quarterly basis: name, work unit in which employed or formerly employed, dates of pay periods worked and the total number of hours worked per pay period. If there are qualified regular employees on layoff from a work unit who express interest in and are available to perform the work, the University shall provide to the Union the total number of student employees employed in such work unit during such semester or summer session and the total number of student employees employed in such work unit for the same semester or summer session the preceding year, within two (2) weeks of the University's receipt of the Union's written request therefor.

A job performed by a student as a formal and integral part of the student's educational program, or a job which is established under a program of student aid or work study and which is dependent in whole or in part on funding provided by an outside agency and specifically designated for such program, shall not be limited by the provisions of this subsection (d), if the job does not result in the displacement of bargaining unit employees.

(e) A volunteer at the Milton S. Hershey Medical Center is one who provides service to the Medical Center without pay. The University and the Union recognize the established tradition of volunteer work in health-care related institutions. How-

ever, volunteers shall not be utilized by the Medical Center in a manner that causes a layoff of bargaining unit employees.

(f) Whenever any words are used in this Agreement in the masculine gender, they shall be construed also as though they were used in the feminine gender in all situations where they would so apply.

**1.4** Where consistent with the University's work requirements, the University shall combine duties performed by nonregular employees (non-students) under the purview of a supervisor in order to create regular jobs.

If the Union has reason to believe that in a specified work area the University has nonregular employees (non-students) that perform duties that could be combined to create a regular job, the University shall review the matter and create a regular job, if in its judgment it is consistent with its work requirements. With respect to each nonregular employee, the University shall provide to the Union the following information on a quarterly basis: name, work unit in which employed or formerly employed, dates of pay periods worked and total number of hours worked per pay period.

## **ARTICLE II — SECURITY**

**2.1** Membership in the Union is not compulsory. Employees have a right to join, not join, maintain or drop their membership in the local Union as they see fit subject to other provisions of this article. Neither party shall exert any pressure on nor discriminate

against an employee in regards to such matter.

**2.2** With respect to employees located at the University Park Campus and its immediate environs, all employees in the bargaining unit on or subsequent to the effective date of this Agreement shall during the term of this Agreement be required to pay to the Union as a condition of employment amounts equal to the Union's regular initiation fees and periodic dues. The obligation to pay such amounts begins on the first of the month following the sixtieth calendar day of regular employment status. In the event this provision for Union security shall be declared to be invalid by any tribunal of competent jurisdiction, the Union shall indemnify and hold harmless the University from any and all damages, restitution of amounts paid hereunder, or other monetary liability which may accrue against the University by virtue of this provision.

**2.3** With respect to employees at locations other than University Park and its immediate environs, all employees who, at time of the execution of this Agreement, are members of the Union in good standing in accordance with its constitution and bylaws or who may thereafter become members shall, as a condition of employment remain members of the Union for the duration of this Agreement, except that any such employee may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement.

**2.4** The University shall inform the employees at the time of hire of the existence of this Agreement

and the obligation of employees at the University Park Campus and its immediate environs to pay to the Union as a condition of employment amounts equal to the Union's regular initiation fees and periodic dues. The University shall notify the Union after sixty (60) calendar days from the date of hire of the name and address of each employee so hired.

### **ARTICLE III — CHECKOFF**

**3.1** The University agrees to deduct amounts equal to the Union's regular dues and initiation fees from the wages of all regular employees covered by this Agreement who authorize the University in writing to make such deductions. Such checkoff authorization may be cancelled by an employee only in writing during a period of fifteen (15) days prior to the expiration of this Agreement.

**3.2** The University shall remit monthly to the Secretary-Treasurer of the Union the amounts deducted in accordance with the provisions hereof accompanied by a list of the names, social security number and computer printout page number of the employees for whom such deductions were made.

### **ARTICLE IV — STRIKES AND LOCKOUTS**

**4.1** There shall be no strikes, slowdowns or cessation of work by the employees or lockouts by the University during the term of this Agreement.

**4.2** The Union shall not authorize or ratify any strikes, work stoppages, slowdowns, interruptions of

operations or picketing at the University. Should any employee engage in such conduct without Union authorization or ratification the Union's sole obligation shall be to endeavor within twenty-four (24) hours after receipt of written notice thereof from the University to bring about a cessation of such conduct. Employees who have engaged in such conduct shall be subject to discharge and/or other discipline.

**4.3** The University shall not order, authorize, or ratify a lockout during the life of this Agreement. Should any lockout occur, the University, in good faith, shall endeavor within twenty-four (24) hours after receipt of written notice thereof from the Union to terminate the lockout and reinstate the employees, with no loss of pay or any other benefit.

**4.4** An employee who refuses to cross a picket line shall be subject to the terms of Section 1101 of Article XI of The Public Employee Relations Act of Pennsylvania (Act 195), except that the University agrees that it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon the property of any employer not subject to the provisions of The Public Employee Relations Act involved in a primary labor dispute or refuses to go through or work behind any primary picket lines set up at the property of any such other employer's place of business.

## **ARTICLE V — MANAGEMENT RIGHTS**

**5.1** The Union agrees that except for limitations of other provisions of this Agreement, expressed or

implied, there are functions, powers, responsibilities and authorities belonging solely to the University prominent among which, but by no means wholly inclusive are: the hiring of employees; the direction of the working force; the establishment and enforcement of work rules; the determination of the number of men or women to be employed or retained in employment; the employment of students; the scheduling of overtime and the determination of the amount of overtime required; the establishment and maintenance of standards of quality and performance; the determination of employee competency; the maintenance of discipline; the determination of the work to be performed; the determination of the physical layout, machines, tools and equipment to be used in the operation of the University; the determination of operation schedules; the determination of the number of shifts to be worked; the determination of the duties to be included in any job; the elimination, change or consolidation of jobs, departments, or subdivisions thereof; the reduction of the work force because of lack of work or administrative reasons; and the suspension, demotion or discharge of employees for just cause. The University shall meet and discuss on policy matters affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by the Union. The University agrees that in the exercise of its functions, powers, responsibilities and authorities, including but by no means wholly inclusive the establishment and enforcement of work rules, it shall take no action which is arbitrary or capricious or as a device to denude the

bargaining unit or for the purpose of undermining the Union. The University further agrees that a grievance may be filed in accordance with the grievance procedure to determine whether action taken by the University violates this Agreement or was arbitrary or capricious, or as a device to denude the bargaining unit or for the purpose of undermining the Union.

## **5.2 Supervisory Functions**

No supervisor shall perform bargaining unit work except and to the extent that such work is a part of his normal duties, or for the purpose of instruction and demonstration, or if qualified members of the bargaining unit are not readily available, or if an emergency or critical problem exists. An emergency or critical problem shall be defined to mean that immediate performance of work is required (a) to preserve life or property, or (b) to protect against damage to material or process.

The University will investigate all complaints of violations of this Section brought to its attention by the Union; if upon investigation the University determines that a supervisor has performed bargaining unit work in violation of this Section it will take appropriate action, including a cease and desist directive, to meet its commitment under this Section without requiring the Union to utilize the grievance and arbitration procedure. In the event that the University determines that a violation exists, but the action taken by the University does not, in the judgment of the Union, cause the violation to cease, the matter may be grieved at the third step of the grievance pro-

cedure. If the matter is referred to arbitration, and the arbitrator decides in favor of the Union, the arbitrator shall have the authority to issue a cease and desist order and to require the University to pay all or a part of the Union's share of the arbitrator's costs.

## **ARTICLE VI — DISCIPLINE AND DISCHARGE**

**6.1** The University shall have the right to discipline or summarily discharge an employee for just cause. The employee disciplined or discharged may file a grievance if filed within three (3) work days of the discipline or discharge. In the event of discharge, the grievance shall be heard at the Third Step of the grievance procedure.

### **6.2 Warning Letters**

The University may issue a letter of discipline (warning letter) to an employee in accordance with the following procedure:

(a) A meeting between the employee and the supervisor shall be held as soon as practicable. The employee's steward or alternate steward shall be present at the meeting unless the employee objects at the beginning of the meeting. At this initial meeting, the supervisor shall inform the employee that it is a disciplinary meeting and:

(1) if the facts warrant, that the employee is failing to meet acceptable standards of performance and that a warning letter will be issued; or

(2) that following an investigation of no more than seven (7) work days, a decision of whether to



issue a warning letter will be made.

(b) The supervisor shall have three (3) work days after the decision to issue a warning letter informing the employee of the date of the meeting(s) above mentioned, and the manner in which the employee is failing to meet acceptable standards of performance. Except in cases of a third warning letter, the warning letter also shall inform the employee what is expected to meet acceptable standards of performance and that dismissal will result if such standards are not met. A copy of the warning letter shall be provided to the Manager of Employee Relations.

(c) A warning letter is active for a twelve (12) month period following the date of issue. An employee with three (3) active warning letters will be discharged. A warning letter issued to an employee which has been on file for a period of more than twelve (12) months following the date of the letter shall not be used in considering the employee for promotion or transfer.

### **6.3 Discharge**

Discharge of an employee shall be on recommendation of the supervisor to the Dean or other appropriate administrative officer of the work unit.

In the event of summary discharge or discharge as the result of a third warning letter, the supervisor shall not take action to discharge the employee or deliver said warning letter without the prior approval of the Dean, or other appropriate administrative officer, and the Manager of Employee Relations. At the time of delivery of said third warning letter, the employee

shall be notified that employment is terminated effective immediately.

**6.4** The University shall notify the Union of any discharge and submit to the Union a copy of any warning letter or discharge letter given to an employee. If discharge is based on a third warning letter, the University also shall submit copies of the other two (2) warning letters involved.

## **ARTICLE VII — TARDINESS**

**7.1** Tardiness is subject to disciplinary action. In any case, the employee will receive a salary deduction for time lost because of tardiness as follows:

(a) Less than eighteen (18) minutes in any one day — no salary deduction.

(b) Eighteen (18) minutes or more in any one day — salary deduction will be made starting from the beginning of the time missed and calculated as described in Section 7.2.

**7.2** Short absences are charged in units of one-tenth of an hour (six minutes). Fractional parts of a unit are not counted.

## **ARTICLE VIII — GRIEVANCE PROCEDURE**

**8.1** All disputes concerning the operation or interpretation of this Agreement shall be settled in accordance with the grievance procedure. If a grievance is once settled at any stage of the grievance procedure, it shall be considered closed.

## **8.2 Computing Time Limits**

Saturdays, Sundays and holidays shall not be applied in computing time limits under this Article, nor shall the normal work days off of the grievant employee or his immediate supervisor apply in computing the time limits of this Article. All time limits may be extended solely by agreement of the parties in writing. If the party against which a grievance is filed fails to comply with any such time limit or extension thereof, the grievance may be appealed to the next step at the expiration of such time limit.

## **8.3 Job Evaluation Grievance**

(a) If substantial changes are made in the regular duties and requirements of a job, either party may propose a revision of the job grade for that job. If there is a dispute between the Union and the University regarding the proposed job grade, such dispute shall be handled through the grievance procedure, except that the matter shall be heard at the Second Step by a Classification Analyst on behalf of the University, and at the Third Step by the Manager of Salary Administration and Classification Division or his designee.

(b) If the University creates a new job within the bargaining unit, it shall give to the Union the job title, job description together with the degree assigned to each factor in the evaluation and the job grade prior to assignment of an employee to the job. In the event the Union disputes the job grade, the University shall nevertheless have the right to assign an employee to that job in its job grade and such dispute

shall be handled in accordance with the grievance procedure, starting at the Third Step.

(c) In an arbitration hearing concerning the questions of substantial change and the grade of a job, the hearing shall be processed in two steps. In the first step the arbitrator will be asked to rule as to whether or not there has been substantial change in the job. If the arbitrator determines that substantial change has occurred, he shall then also rule on the grade of the job. If the arbitrator determines that substantial change has not occurred, he shall not rule on the grade of the job. If the arbitrator's decision results in a change in the grade of the job, the arbitrator's decision shall be retroactive to the date the grievance was filed.

#### **8.4 Safety Grievance**

A grievance concerning safety shall be discussed by the employee with the employee's supervisor. If the employee is not satisfied with the explanation or action taken by the supervisor, the grievance shall proceed directly to the Third Step of the grievance procedure.

#### **8.5 Grievance Procedure**

The grievance procedure shall be as follows:

**FIRST STEP:** The employee shall present his grievance orally to his immediate supervisor, with or without the presence of the shop steward at the employee's discretion. The grievance must be presented within three (3) days after the employee becomes aware of or should have become aware of the circumstances of which he grieves. The answer of the im-

mediate supervisor shall be given to the employee within two (2) days after the grievance is presented.

**SECOND STEP:** If the grievance is not settled at the First Step, the grievance must be put in writing describing the subject matter thereof, within three (3) days after the First Step answer and two (2) copies of same must be given to the employee's immediate supervisor and one (1) copy must be given to the Union. A hearing must be held within five (5) days after filing of the written grievance between the Manager of Employee Relations or his designee, the immediate supervisor, the next higher supervisor, and the personnel representative, all of the University, and the paid representatives of the Union, the shop steward if invited by the employee, and the employee [or up to three (3) employees within an aggrieved group for a group grievance]. The University and Union representatives may invite such person or persons as are intended to present testimony in the hearing at this step or any subsequent step subject to the provisions of Section 8.14 in order to ascertain the facts and/or resolve the dispute. The University must give a written answer within five (5) days after the hearing. The answer shall be given to the employee (or group representatives in a group grievance), with copies to the appropriate steward and the Union.

**THIRD STEP:** If the grievance is to be referred to the Third Step of the grievance procedure, a request for a meeting must be made in writing by an authorized Union representative to the Manager of Employee Relations within seven (7) days after the

University's decision in the Second Step. Paid representatives of the Union, a steward, the employee [or up to three (3) employees within an aggrieved group for a group grievance] shall meet within seven (7) days after such request with the Manager of Employee Relations, or his designee, the Dean or Administrative Officer or his designee, and such other University representatives as are appropriate. The University shall provide a decision in writing within seven (7) days to the Union, with copies to the employee (or group representatives in a group grievance), and the appropriate steward. However, before the written answer is given, it shall be reviewed for concurrence by the Vice President for Business and Operations or his designee. After consideration of such decision, further such meetings may be held by mutual agreement. A grievance of the University against the Union or a grievance of the Union against the University shall be initiated upon written request at the Third Step of the grievance procedure.

**FOURTH STEP:** If the grievance is not settled at the Third Step, the Union or the University has a right to request arbitration by giving notice to the other in writing within ten (10) days of the date of the University's answer at the Third Step.

### **8.6 Selection of Arbitrator**

(a) If arbitration is requested, the parties shall attempt to mutually agree on an arbitrator. If such agreement cannot be reached, the Federal Mediation and Conciliation Service will be requested to send a list of seven (7) suggested arbitrators. The parties

shall select the arbitrator from such list by each party alternately removing one name from the list until one name remains.

(b) In the case of job evaluation grievances, the parties agree to select a single arbitrator mutually agreeable to both parties, who will rule on all such grievances submitted to arbitration during the first year of this Agreement. The arbitrator selected shall be experienced in matters relating to job classification and evaluation and familiar with job rating plans of the type then currently in effect at the University, and the arbitrator selected by the parties shall make a decision based upon the principles of the job rating plan then currently in effect at the University.

If after each year of this Agreement the parties do not agree to either (1) continue with the same single arbitrator for another year or (2) select a different single arbitrator for another year, the parties shall select arbitrators for job evaluation grievances in the same manner as for general grievances, except that the arbitrators selected shall be from a list of arbitrators experienced in job evaluation as stated above.

### **8.7 Arbitrator's Decision**

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of testimony and argument. Compliance with the decision of the arbitrator shall be made at the earliest reasonable opportunity thereafter.

## **8.8 Arbitration Expenses**

The expenses for the service of the arbitrator shall be borne equally by the University and the Union. Stenographic service may be employed in connection with the arbitration at the discretion of either party at its expense. If the parties mutually agree upon stenographic service, the expenses therefore shall be borne equally by the University and the Union.

**8.9** There shall be no right to obtain and no arbitrator shall have any power to award or determine any change in, modification, or addition to, or subtraction from, any of the terms of this Agreement. Provided, however, nothing herein contained shall be deemed to limit the right of an arbitrator to interpret the terms of this Agreement and clarify apparent inconsistencies therein.

**8.10** In a discharge case, the arbitrator shall have the authority to sustain the discharge, or if he finds that the discharge was not proper, he shall have authority to order reinstatement and compensation for time lost in whole or in part, or to find that the penalty imposed upon the employee was too severe and award a less severe penalty.

**8.11** Any provision of the grievance procedure may be waived by agreement of the parties in writing.

**8.12** Special meetings may be arranged by agreement of the parties. International representatives, if requested by the Local Union, may participate in such special meetings. The party requesting



the special meeting shall notify the other party in writing of the subject to be discussed.

**8.13** The parties shall have the right to pursue any appropriate remedy, including the right to initiate a suit in Court in the event of a breach of the Article of this Agreement concerning Strikes and Lockouts without submission to the grievance and arbitration procedures of this Article or in the event of the failure to abide by an arbitrator's award. As soon as the offended party learns of a breach of the Article of this Agreement concerning Strikes and Lockouts, such party shall immediately notify the other party of such breach in order that both parties may endeavor to remedy the situation.

**8.14** Employees attending proceedings pursuant to the provisions of this Article as grievants or official Union representatives or witnesses shall be reimbursed at their normal rates of pay for any normal work time missed for such proceedings.

## **ARTICLE IX — SENIORITY**

**9.1** Employees shall accrue two kinds of seniority as follows: (a) bargaining unit seniority and (b) work unit seniority.

If more than one employee has the same seniority date, the seniority as between such employees shall be determined by chance by the employees in the presence of a Union representative and a member of management.

## **9.2 Bargaining Unit Seniority Defined**

Bargaining unit seniority is all continuous regular service in the bargaining unit from the first day of regular employment in the bargaining unit including periods of layoff and leave of absence without pay.

## **9.3 Work Unit Seniority Defined**

Work unit seniority is all continuous regular service in the work unit from the first day of regular employment in the work unit, including periods of lay-off or leave of absence without pay. Work unit seniority is lost upon the permanent transfer by an employee out of his work unit. (See Article XXXVIII, Section 38.6 regarding superseniority for Stewards.)

The work units at the University are:

1. Academic Colleges (each separately)
2. Allentown Campus
3. Altoona Housing and Food Services
4. Altoona, except Housing and Food Services
5. Applied Research Laboratory
6. Beaver Housing and Food Services
7. Beaver, except Housing and Food Services
8. Behrend College Housing and Food Services
9. Behrend College, except Housing and Food Services
10. Berks Campus
11. Bookstore (University Park)
12. Capital College Housing and Food Services
13. Capital College, except Housing and Food Services

14. Commonwealth Educational System at University Park
15. Computation Center
16. Delaware County Campus
17. Department of University Safety
18. Division of Undergraduate Studies
19. DuBois Campus
20. Fayette Campus
21. Field Stations (each separately)
22. Food Service Dining Commons
23. Food Service Vending and Snack Bars
24. Food Stores Building
25. Hazleton Housing and Food Services
26. Hazleton, except Housing and Food Services
27. Hetzel Union Building Food Services
28. Housing
29. Intercollegiate Athletics
30. King of Prussia Center for Graduate Studies
31. Laundry
32. McKeesport Housing and Food Services
33. McKeesport, except Housing and Food Services
34. Mont Alto Housing and Food Services
35. Mont Alto, except Housing and Food Services
36. New Kensington Campus
37. Nittany Lion Inn
38. Office of the Controller
39. Office of Intercollege Research Programs
40. Office of Physical Plant
41. Ogontz Campus
42. Pattee Library
43. Printing and Administrative Support Services
44. Purchasing Services

45. Ritenour Health Center
46. Schuylkill Campus
47. Shenango Valley Campus
48. Student Activities
49. The College of Medicine (Hershey)
50. The Milton S. Hershey Medical Center Teaching Hospital
51. Transportation Services
52. Wilkes-Barre Campus
53. Worthington Scranton Campus
54. York Campus

#### **9.4 Probationary Employee**

A newly hired employee on a regular job shall have no seniority or other benefit rights for the first sixty (60) calendar days of employment, except that the employee shall have the retirement and insurance coverages provided in this Agreement and shall accumulate vacation and sick leave allowance in accordance with this Agreement but shall not be permitted to use such vacation and sick leave until the completion of the sixty (60) calendar day probationary period. During this sixty (60) day probationary period, the employee shall be considered as a probationary employee and during said period the University may discharge such probationary employee without being subject to Article VI — Discipline and Discharge and Article VIII — Grievance Procedure. In the event the employment of any newly hired employee on a regular job is continued beyond sixty (60) days, such employee shall be immediately classified as a regular employee and the employee's seniority shall date

back to the date on which the employee was hired.

In the event a new employee changes or is transferred to a new job title with a different supervisor during the probationary period, such employee must serve a new probationary period in the new job before the employee will be classified as a regular employee. However, in the event a probationary employee is laid off, time spent in the probationary period prior to layoff will count toward completion of the probationary period provided the employee is recalled in the same job title within 120 calendar days of the date of layoff.

### **9.5 Bargaining Unit Seniority**

Bargaining unit seniority shall be applicable in determining the following employee rights:

(a) To award a job to an employee as a result of the job bidding procedure as provided for in the Article entitled "Job Vacancies" provided that the other requirements of said Article are satisfied;

(b) To determine the amount of layoff prior to termination of employment;

(c) To determine the order of layoff in accordance with the provisions of this Agreement concerning layoff;

(d) To determine the order of recall in accordance with the provisions of this Agreement concerning recall.

### **9.6 Work Unit Seniority**

Work unit seniority shall be applicable in determining the following employee rights:

(a) To assign overtime work among employees

in accordance with the overtime provisions of this Agreement.

(b) To determine vacation schedules from among the times made available by the University in accordance with the provisions of this Agreement concerning vacations.

(c) To determine the regular assignment of days on and days off and/or shifts where employees with the same job title within a work area or work group have work schedules providing for a variety of days on and days off and/or a variety of shifts in accordance with the following:

An employee in such an area or group, who wants to request a change in days off, and/or shift in that area or group, shall indicate a preference in writing to the supervisor during March each year. In fulfilling such requests, supervisors shall put the new schedules into effect for the next following fall semester.

In determining the assignment of days on and days off and/or shifts, work unit seniority shall not be applicable:

- (1) Where an employee requests two (2) weeks in advance a change of schedule because the employee is a member of the Armed Forces Reserve or National Guard and is required to report for a drill session of two days' duration or less, or
- (2) Where the assignment of work schedules in accordance with work unit seniority would result either in the payment of overtime or less days of work for the employee with such work

unit seniority.

**9.7** The parties mutually recognize that the employee with the greatest seniority may not be capable or qualified. The University shall, however, give employees with the greatest seniority first consideration. The determination of the qualifications of any employee in all circumstances rests with the University subject to the grievance procedure.

### **9.8 Termination of Seniority and Employment**

Seniority and employment shall be terminated for any of the following reasons:

- (a) Where an employee quits.
- (b) Where an employee is discharged for just cause.
- (c) Where an employee is absent from work for three (3) consecutive work days without properly notifying the University unless the employee can demonstrate that the absence was caused by an emergency and that it was impossible for the employee to give proper notification to the supervisor.
- (d) Where an employee fails to report to work on the date scheduled, or given in a "Notice of Recall," (in accordance with the provisions of Article XI, Recall), unless the failure to return is caused by an emergency and it is impossible for the employee to notify the supervisor.
- (e) Where an employee fails to return to work after physically being able to do so following a leave of absence for illness or injury, unless the failure to return is caused by an emergency and it is impossible for the employee to notify the supervisor.

(f) Where an employee fails to return from leave of absence on the required date, unless the failure to return is caused by an emergency and it is impossible for the employee to notify the supervisor, or misrepresents the reason for a leave of absence.

(g) Where an employee is laid off for a continuous period equal to the bargaining unit seniority the employee has acquired at the time of layoff or 120 calendar days, whichever is longer, but not exceeding two (2) years.

**9.9** To protect seniority, each employee shall keep the University informed of the employee's current home address and telephone number. At the time of layoff, an employee shall be given an opportunity to write the correct home address and telephone number over the employee's signature on a University form furnished for that purpose, and will receive a copy of such form.

### **9.10 Posting of Seniority Lists**

Each year, during the months of April and October, within each work unit, two seniority lists of employees in the work unit shall be posted as follows:

(a) Work unit seniority list. Employees shall be grouped by job title, by grade in work unit seniority order.

(b) Bargaining unit seniority list. Employees shall be listed in bargaining unit seniority order. The list shall show the employee's name, job title and grade.

The lists above shall be posted in all usual places for posting official announcements for employees in



that work unit and two copies of the lists shall be made available to the Union. Such lists shall remain posted for the applicable period.

## **ARTICLE X — LAYOFF**

### **10.1 Definition**

A layoff is any curtailment of the work force.

### **10.2 Order of Layoff**

(a) Layoffs of employees shall be made in a work unit by job title in order of bargaining unit seniority. Provided, however, that where layoffs of employees in a job title occur in Food Service Dining Commons work areas only on varying dates within ten (10) work days, the specific date of layoff for each such employee shall be the date the employee's specific job is curtailed and such employee shall not be subject to bumping during that period. For purposes of this subsection (a), a work day is a week day, Monday through Friday.

(b) In the event the jobs being curtailed are performed by senior employees in that job title, such employees shall replace the employees with the least bargaining unit seniority in that job title in the work unit on any established shift selected by the senior employees.

(c) In the event the employees so replaced have more bargaining unit seniority than other employees within the same or lower grade in the work unit such employees shall bump the least senior employees on any established shift in the work unit in the same or

the next two lower grades. Bumps of the least senior employees beyond the next two lower grades shall be at the option of the employees and may be to any established shift in the work unit. The employees so bumped shall have the same bumping obligations and options so that the least senior employees in the work unit shall be the first laid off. Provided, however, that any employee bumping into a different job title shall be capable of performing the work and, except when bumping into grade 9 through 12, shall have sufficient previous related training and experience. The University is not obligated to train an employee in order to qualify the employee for bumping.

(d) In 10.2(b) and (c) above, an employee shall fill an available vacancy on the selected shift in the job title that remained unfilled following the announcement procedure rather than displace or bump another employee. Where a number of eligible employees bump into the same job title concurrently, the choice of available jobs in that job title shall be offered to employees in accordance with bargaining unit seniority. The senior employee need not bump a least senior employee who has fewer regularly scheduled hours of work, but, in that event, may bump the least senior employee who has the same number of hours of regularly scheduled work.

**10.3** Except for training purposes, such as when a new dining commons is opened and new employees must be familiarized with the work area and equipment for a short period of time prior to beginning normal operations of the unit, no new regular em-

employees shall be hired in a job title if any employee in the work unit in that job title is on layoff and subject to recall in accordance with the provisions of the Agreement.

#### **10.4 Notice of Layoff**

Notice of curtailment of the work force in a work unit shall be posted two (2) calendar weeks prior to its beginning date, except that lesser notice may be given in the event of unforeseen circumstances. A copy of the notice of layoff shall be provided to the Union.

#### **10.5 Rights of Employee During Layoff**

An employee on layoff shall:

(a) Maintain all group insurance coverages in which enrolled for the first 120 calendar days of the employee's layoff by payment in advance, or following a billing as specified at the time of layoff, of the regular biweekly contributions due during the layoff, unless the employee notifies the University in writing prior to the date of the layoff that the employee does not wish to continue such coverage, which notice of termination shall terminate all insurance coverage as of the end of the final pay period. No claim shall be paid unless an employee is paid up for all his insurance. An employee who has not paid the amount due for contributions when billed by the University, shall have the full amount due deducted from the first full salary check upon return to regular employment.

(b) Be eligible for educational privileges for the first 120 calendar days of the employee's layoff.

(c) Accumulate work unit and bargaining unit seniority.

(d) Not contribute to retirement unless paid for days during the layoff or unless the employee is a member of and makes private arrangements to contribute to TIAA-CREF.

(e) Receive the cash equivalent of accumulated vacation and compensatory time if recall to regular full-time employment is not anticipated within 120 calendar days from the date of layoff. If recall is anticipated within 120 days from the date of layoff, the following conditions apply:

1. At the option of the employee all or part of accumulated vacation and compensatory time may be carried over to the return to regular full-time employment.

2. If the employee elects to receive payments of the cash equivalent of accumulated vacation for all or part of the work days included in the layoff, and such work days extend into more than one pay period, the cash equivalent paid shall be distributed over the appropriate work days of the employee's regular work schedule as though the employee were not on layoff.

Accumulated vacation and compensatory time paid under this Section (e)2 shall extend the employee's active employment status except with respect to the date of the layoff. If an employee is receiving payment for accumulated vacation or compensatory time under Section (e)2 herein and is recalled and required to return to work, the em-

ployee shall receive overtime pay in accordance with Section 17.1(d) of this Agreement.

(f) Not accumulate vacation and sick leave except as specified in (e)2 above and may not use previously accumulated sick leave.

(g) Receive holiday pay for any holiday that occurs within the first thirty (30) days of the layoff (or voluntary leave of absence without pay when granted to an employee in lieu of working during a period of layoff), if the employee has completed six (6) months of continuous regular employment status immediately preceding the date of the layoff. Employees who have completed their probationary period but who have less than six (6) months of continuous regular employment status immediately preceding the date of layoff will receive pay for any of the National holidays observed by the University occurring during the said first thirty (30) day period.

### **10.6 Alternate Work**

(a) An employee who does not bump into a job in accordance with Section 10.2 shall accept alternate work in the bargaining unit offered on a temporary basis which is not more than two (2) grades below the grade of the employee's regular job. Alternate work offered on a temporary basis which is more than two (2) grades below the employee's regular job may be accepted at the employee's option. Alternate work may be in any work unit, including the employee's normal work unit. A job grade shall be established by the University for such alternate work and the employee shall be paid the rate of the alter-

nate job grade at the appropriate point in the salary scale attained by the employee.

(b) During the period the employee is working in the alternate work the employee shall:

1. Continue as a regular employee of the employee's normal work unit, except that (i) time worked on the alternate work shall not be counted toward the completion of a learning or training period in the employee's normal job; (ii) time worked on the alternate work shall be counted toward the completion of the probationary period only if the employee worked forty-five (45) days in his normal job; (iii) accumulated vacation time shall be scheduled in accordance with the procedures of the work unit of the alternate work.

2. Be subject to recall in accordance with the provisions of this Agreement.

(c) An employee shall be placed on layoff during any period of unemployment prior to starting in an alternate work assignment or returning to the employee's normal job.

(d) Except as modified above, all terms and provisions of this Agreement shall be applicable to an employee on such alternate work.

### **10.7 Pay Rate for Paid Time Off**

An employee, who due to layoff of 120 calendar days or less, bumps temporarily into another job or is assigned to alternate work, shall for that period receive pay for vacation, compensatory time, sick leave, holidays and other paid time off at the rate of his normal job.

## **10.8 Time of Issuance of Paycheck for Employees on Layoff**

When a University Park Campus employee's last scheduled work day before going on layoff is the date before a regularly scheduled pay date, the University shall make the paycheck that he would have received on the pay day available at 2:00 p.m., on the date before the scheduled pay day or by the end of the employee's shift on that day, whichever is later.

## **ARTICLE XI — RECALL**

### **11.1 Order of Recall**

(a) When any job becomes available within a work unit, an employee in that work unit who had bumped into another job, had been temporarily assigned in lieu of layoff or had been laid off shall have recall rights on the basis of bargaining unit seniority, provided the employee is capable of performing the job and the job grade is at the same or lower grade as the grade of his regular job. An employee must accept recall to a vacancy in the same grade or no more than two grades lower than the grade of the employee's regular job. An employee may elect not to exercise recall rights to other vacancies. Such recall rights shall continue for a period equal to the bargaining unit seniority the employee had acquired immediately prior to displacement or layoff, but not exceeding two (2) years.

(b) An employee who bumped into another job or who was temporarily assigned alternate work in lieu of layoff shall not be recalled for short-term

work in his work unit, if there are other employees available for such work. For the purpose of this article, short-term work is defined as a period up through fifteen (15) consecutive calendar days.

(c) The University shall, prior to a layoff (except in the case of an emergency), notify an employee who is required to work a known short-term assignment in his regular work unit during the layoff of the dates of such short-term assignment. If additional short-term assignments become available during the layoff, and management does not fill such assignments by temporary transfer, the following order for filling such assignments is established:

1. Employees unemployed at the University due to layoff who are qualified.
2. Interruption of leaves of absence of qualified employees who expressed interest in working such short-term assignments.
3. Interruption of leaves of absence of least senior qualified employees.

## **11.2 Notice of Recall**

(a) The University may recall an employee by any available means, including notice given at time of layoff. If an employee is not contacted by other means, the University shall mail a notice of recall to the employee's last known address. Such mailed notice shall be by certified mail, except that regular mail may be used if the employee had been given an estimated date of recall prior to layoff.

(b) If an employee is not given notice of recall at time of layoff, such notice shall be made (or post-



marked) at least ten (10) calendar days prior to the date the employee is to report back to work. If work is available, however, the employee may return sooner at the request of the supervisor, if the employee desires to do so.

(c) Where recall in a job title is made to more than one area, or where a variety of days on and days off exist, the date of recall shall be the date an employee's specific job is resumed.

## **ARTICLE XII — JOB VACANCIES**

### **12.1 Notification of Job Vacancies**

(a) Whenever a position classified as technical-service becomes available, the University shall prepare and distribute a notice of vacancy for appropriate University bulletin boards as provided in this article, and shall make a copy available to the Union at that time. At a facility other than University Park, the Union copy shall be made available to a steward designated by the Union at the facility.

(b) The notification procedure shall not be used for an employee to change from the employee's present job to another within the employee's work unit with the same job title and grade. Such moves are lateral moves and shall be made at the discretion of management, on the basis of work unit seniority, prior to announcing a vacancy. If an employee has a substantial reason for wanting to make such a lateral move, the employee shall discuss it with the employee's supervisor. In order to be considered for such a lateral move, an employee must indicate in writing a

desire to make such a move at least five (5) calendar days prior to the date of a job announcement. A lateral move request shall be submitted on a duplicate form and signed by the employee and the supervisor. The employee will retain one copy and submit the other copy to the supervisor. Such a request shall be valid for a twelve (12) month period. An employee who has not submitted a request at least five (5) calendar days prior to the announcement will not be given consideration for such a move at the time a job is announced. Once it is determined to grant a request for a lateral move, such move shall be made no later than two (2) weeks following the decision.

Once all such moves within job title and grade have been made by management, the resulting vacancy shall be filled in accordance with the other sections of this Article.

(c) The notification procedure applies only to employees at the campus location where the vacancy exists. An employee working at another University facility who is interested in being considered for vacancies at a different University facility location, shall contact the Employment Division at University Park to express such interest. For a six (6) month period following such expression of interest, the individual's name will be applied automatically to vacancies of the type and at the facility for which interest was indicated.

## **12.2 Annual Notification Concerning Food Service Job Titles**

In addition to the regular notification procedures

used for filling vacancies, each appropriate campus or facility where a summer layoff occurs shall announce all Food Service job titles at the location in March of each year on all bulletin boards. Employees interested in being considered for any food service vacancy which may exist for the fall reopening shall apply in the normal manner. The regular notification procedures shall be reinstated for vacancies occurring after the first fifteen (15) calendar days of the Fall semester. Vacancies shall be filled in accordance with the provisions of this Article.

### **12.3 Job Announcement Procedure**

(a) Job vacancy notices shall be distributed to all work units at University Park for vacancies at the University Park Campus. Notices for such vacancies at facilities other than University Park shall be distributed within the facility which has the vacancy. This notice shall be called a job announcement. The job title and grade, a summary of the duties of the announced job vacancy, shift and general location information, and any education, or equivalent, and/or experience preferred shall be included on the notice.

(b) Job announcements shall be displayed for a period of seven (7) calendar days. In the calculation of the seven (7) calendar day period, University holidays shall not be counted, and if the seventh day is a Saturday, Sunday, or University holiday, the announcement shall continue to the next University business day. Except for an announced apprentice program vacancy, a regular employee who applies shall be considered for an announced job vacancy in

another work unit only after the employee has completed at least six (6) months of regular employment, beyond time spent in a learning period, in the employee's present work unit, unless waived by management. Special consideration, however, shall be given to waiving said six (6) months' restriction in a circumstance where an employee who applies for a position in grades 1-5 possesses a special skill and is qualified. In no case, however, shall it be necessary that time required in the present work unit exceed twelve (12) months (including periods of layoff).

(c) An announced job vacancy shall be awarded by management to the employee in the bargaining unit with the longest bargaining unit seniority who is judged to have the ability and physical fitness sufficient to satisfactorily perform the job.

#### **12.4 Consideration of Bidders**

(a) Eligible applicants shall be given the opportunity to provide to the University complete information in writing on their background and experience. The qualifications of each eligible applicant shall be reviewed in seniority order and each job vacancy shall be filled by the most senior employee on the list of eligible bidders who is judged to have the abilities and physical fitness sufficient to satisfactorily perform the job. The parties mutually recognize that the employee with the greatest seniority may not be capable or qualified. The University shall, however, give employees with the greatest seniority first consideration. The determination of the qualifications of any employee in all circumstances rests with the Uni-

versity subject to the grievance procedure. In considering ability to do the job, a review shall be made of such things as an employee's work history, attendance record, educational background, aptitudes and past work performance. A warning letter issued to an employee which has been on file for a period of more than twelve (12) months following the date of the letter shall not be used in considering the employee for promotion or transfer. The University shall inform each senior bidder if a less senior bidder is awarded the job.

(b) Conditions of trial periods of up to twenty (20) calendar days:

1. A trial period is not granted to a bidder who clearly meets the qualifications and physical fitness requirements of the job.

2. A trial period is not granted to a bidder who clearly does not meet the qualifications and physical fitness requirements of the job.

3. A trial period may be granted to a bidder who requests it in writing within three (3) work days of written notification of rejection and who is determined not to be in 1 or 2 above, where there is question as to whether or not the employee meets the minimum qualifications and physical fitness requirements of the job. The employee shall be informed of deficiencies at a meeting prior to the beginning of the trial period. The employee's steward or alternate steward shall be present at the meeting unless the employee objects at the beginning of the meeting.

4. Consideration of requests for trial periods for

a job shall be made on a bargaining unit seniority basis, if more than one employee makes such request.

5. Only one trial period may be granted for each job vacancy. If an employee granted a trial period withdraws the request before commencing the trial period, other requests made shall be considered in accordance with (b) 4 above.

6. If the University denies the request for a trial period, the employee may file a grievance, unless a trial period for the job has been granted to a more senior employee. The grievant shall be required to justify meeting the minimum qualifications and physical fitness requirements of the vacancy sufficient to warrant a trial period.

7. If the University determines an employee does not demonstrate satisfactory performance in the job during the trial period, the employee shall be returned to the employee's previous job title without loss of seniority.

8. Trial periods shall not be granted for job vacancies in the Department of University Safety.

### **12.5 Notification of Job Vacancy Status**

(a) Once each week, lists containing the following information will be displayed on work unit bulletin boards:

1. Each job filled within the preceding week indicating the name and bargaining unit seniority date of the person appointed to the job.

2. Each job in which employees have applied and no final selection has been made and for which the closing date of the announcement is at least two

(2) calendar weeks prior to the date of this publishing of this list.

(b) Such lists shall be displayed on bulletin boards at the campus or facility which has the vacancy and shall remain on bulletin boards until the next list is distributed.

(c) If no decision is reached following a thirty (30) calendar day period after the end of a job announcement, each eligible candidate shall be contacted to outline the status of the vacancy.

(d) The University shall provide the Union with a copy of each notice of job vacancy.

### **12.6 Alternate Work**

The provisions of this Article shall not apply to alternate work temporarily assigned to a regular employee subject to layoff.

For any alternate work assignments made after October 31, 1978, new job descriptions and evaluations will be made and supplied to the Union as new positions.

## **ARTICLE XIII — LEAVE OF ABSENCE**

### **13.1 Purpose of Leave**

A leave of absence without salary may be granted for absence in excess of accumulated sick leave, military service, maternity, child care, or for any other reason determined to be at the convenience of the University.

(a) Absence in Excess of Accumulated Sick Leave

An employee who has used all of his accumu-

lated sick leave during a period of illness or injury (non-work related) shall, at the employee's option, charge additional absence against accumulated vacation or be granted a leave of absence in accordance with Section 13.2 of this Article.

(b) Absence for Military Service

A leave of absence for extended active military service and a leave of absence for annual military training duty shall be granted in accordance with University policy applicable to all other employees of the University.

(c) Maternity Leave

When it is determined that an employee cannot continue actively at work prior to childbirth, the employee shall first charge such absence to accumulated sick leave. If accumulated sick leave is expended, the employee shall be placed on leave of absence without pay, with the employee's option to use or not use all or part of accumulated vacation, personal holiday, or compensatory time off prior to the leave commencing. Normally, cessation of work prior to childbirth shall not commence earlier than the eighth month of pregnancy, nor shall absence for childbirth continue more than six (6) weeks following the birth of the child, unless there are medical complications related to the pregnancy or childbirth which require earlier cessation of work or extension of the time following childbirth. An employee requesting either exception may be required by the University to submit a written statement from her attending physician. Such request may be subject to review by the Uni-



versity before approval.

(d) Child Care Leave

Leaves of absence for child care are of two types: (1) A leave for child care not to exceed three (3) consecutive calendar months may be granted by the University when an employee has expended accumulated vacation, unused service days and compensatory time off, as applicable and: (a) the child has an extended illness or incapacitation; or, (b) there is extended breakdown in arrangements an employee has made for independent child care. For purpose of this subsection (d) (1), the definition of child shall include any natural born child, legally adopted child, step child or a child continually cared for in the home of the employee in the absence of the child's parent in the home, through the normal age for high school graduation. The definition also includes physically handicapped or mentally retarded children who are incapable of self-sustaining employment, regardless of age. (2) Upon request, a leave for child care shall be granted following the birth of a natural child or adoption of a child, to continue up to the time the child is six (6) months of age.

Leaves of absence for child care shall not be granted to run concurrently for both employee parents, nor shall it be granted if one parent (nonemployee) is available and capable of caring for the child during the employee's work hours.

(e) Absence for Other Reasons

On recommendation of the dean or administrative officer, a regular employee may be eligible for

consideration for leave of absence without salary for any reason determined to be at the convenience of the University. If an employee requests leave because of a compelling family emergency, such as a terminal illness in the employee's immediate household, special consideration shall be given to granting the leave. Nevertheless, the granting of a leave for personal reasons, and the length of such leave, is at the discretion of the University.

### 13.2 Length of Leave

The period during which a regular employee may be on leave of absence without salary is governed by the following conditions:

(a) A leave is granted for a specific period of time to begin on a date specified by the University.

(b) A leave of absence granted to an employee because of his inability to perform his duties due to illness or injury (non-job related) is limited as follows:

<b>Length of Continuous Regular Service of Any Type With the University at the Start of the Leave</b>	<b>Maximum Length of Leave Granted</b>
Completion of probationary period through 6 months	Up to 1 month
End of 6th month through 1st year	Up to 3 months
End of 1st year through 2nd year	Up to 6 months
End of 2nd year through 3rd year	Up to 9 months
End of 3rd year through 4th year	Up to 12 months
End of 4th year through 5th year	Up to 15 months
End of 5th year through 10th year	Up to 18 months
End of 10th year or more	Up to 24 months

(c) A leave of absence without salary for other than illness or injury normally shall not exceed twelve (12) consecutive calendar months. In no case, may it exceed a maximum of twenty-four (24) consecutive calendar months, except for a leave of absence following a work related illness or injury [maximum thirty-six (36) consecutive calendar months] or a military leave of absence (maximum as determined by law).

(d) If an employee returns to active employment following a leave of absence, and within sixty (60) calendar days returns to leave of absence status for the same illness or injury, the amount of time previously charged to leave of absence shall be counted against the appropriate allowance for maximum length of leave.

**13.3** Absence for extended sick leave in accordance with the time limits established above shall be continued only for the period of time the employee is unable to perform his duties because of his illness or injury. If the employee does not report for work after being physically able to report to work, his employment shall be terminated. If, at the end of his leave of absence he is still unable to work, all benefits of the leave of absence without salary shall be terminated.

**13.4** If an employee is scheduled for summer employment and cannot report for work because he is ill the day the job begins, another employee shall be selected to fill his job until such time as the ill em-

ployee is able to return to work.

### **13.5 Membership in Group Insurance Plan and Retirement Plan While on Leave**

A regular employee on leave of absence without salary for reasons under Section 13.1 (a), or (c) of this Article, personal leave granted for formal study, or voluntary leave in lieu of layoff, who is a member of the group life insurance plan, and/or health care insurance plan shall be required to retain his membership during his leave or for two (2) years, whichever is shorter.

An employee on leave for any other reason than those already enumerated in the above paragraph in this section is required to continue membership in all group insurance plans in force prior to commencement of the leave for up to thirty-one (31) calendar days. If the leave extends beyond thirty-one (31) days, the employee may elect to continue membership in those plans for the length of the leave or for two (2) years, whichever is shorter, by paying the entire cost (employee and University costs) for those benefits. Such an election is available only if the entire group of insurances is continued. If the employee is a member of a retirement plan in effect at the University, the employee is not eligible to contribute to that plan unless the employee is a member of and makes private arrangements to contribute to TIAA-CREF. However, retirement contributions will be deducted from any amounts earned from the University during any leave.

### **13.6 Return to Active Service**

If the job conditions are the same at the end of the leave of absence as they were when the leave began, the employee will be expected to return to active service. If he does not return to his job at the end of the leave of absence, his employment is terminated.

### **13.7 Replacement of Employee While on Leave of Absence**

If the absent employee requests and is granted a leave of absence for more than five (5) calendar months and it is determined by management that it is desirable to fill the position on a regular employee basis, the position shall be filled under the provisions of Article XII — Job Vacancies except that:

- (1) the vacancy shall be posted within the work unit;
- (2) the vacancy shall be posted for five (5) calendar days;
- (3) the vacancy shall not be announced campus wide.

The appointment of an employee selected for the vacant position (hereafter called the second employee) shall be for a period not longer than the duration of the leave of absence of the original employee. If the original employee does not return to employment, the second employee shall retain the position. If the original employee returns to employment, the second employee shall return to his or her former position. Subsequent vacancies occurring following the appointment of the second employee described above shall be handled by management in the most convenient manner.

### **13.8 Early Return to Active Service**

If an employee while on leave of absence, desires to return to work before his approved leave ends, he should contact his supervisor to determine if such a change is permissible.

### **13.9 Rights of Employee During Requested Leave of Absence of 120 Calendar Days or Less During University Recesses**

An employee who requests and is granted a leave of absence during a period of layoff of 120 calendar days or less in the employee's work unit shall:

(a) Maintain group life insurance, health care insurance, and voluntary accidental death and dismemberment insurance (if enrolled) for the first 120 calendar days of the employee's leave by payment in advance, or following a billing as specified at the time of leave, of the regular biweekly contributions due during the leave, unless the employee notifies the University in writing prior to the date of the leave that the employee does not wish to continue such coverage, which notice of termination shall terminate all insurance coverage as of the end of the final pay period. No claim shall be paid unless an employee is paid up for all his insurance. An employee who has not paid the amount due for contributions when billed by the University, shall have the full amount due deducted from the first full salary check upon return to regular employment.

(b) Be eligible for educational privileges for the

first 120 calendar days of the employee's leave.

(c) Accumulate work unit and bargaining unit seniority.

(d) Not contribute to retirement unless paid for days during the leave or unless the employee is a member of and makes private arrangements to contribute to TIAA-CREF.

(e) If return to employment is anticipated within 120 days from the date of leave, the following conditions apply:

1. At the option of the employee all or part of accumulated vacation and compensatory time may be carried over to the return to regular full-time employment.

2. If the employee elects to receive payment of the cash equivalent of accumulated vacation for all or part of the work days included in the leave, and such work days extend into more than one pay period, the cash equivalent paid shall be distributed over the appropriate work days of the employee's regular work schedule as though the employee were not on leave.

Accumulated vacation and compensatory time paid under this Section (e)2 shall extend the employee's active employment status except with respect to the date of the leave. If an employee is receiving payment for accumulated vacation or compensatory time under Section (e)2 herein and is recalled and required to return to work, the employee shall receive overtime pay in accordance with Section 17.1(d) of this Agreement.

(f) Not accumulate vacation and sick leave except as specified in (e)2 above and may not use previously accumulated sick leave.

(g) Receive holiday pay for any holiday that occurs within the first thirty (30) days of the voluntary leave of absence without pay when granted to an employee in lieu of working during a period of layoff, if the employee has completed six (6) months of continuous regular employment status immediately preceding the date of the leave. Employees who have completed their probationary period but who have less than six (6) months of continuous regular employment status immediately preceding the date of leave will receive pay for any of the National holidays observed by the University occurring during the said first thirty (30) day period.

## **ARTICLE XIV — LEAVE OF ABSENCE FOR UNION BUSINESS**

**14.1** The University shall grant necessary time off without loss of seniority rights, but without continuation of other benefits or rights, to any employee in the bargaining unit designated by the Union to act as a full-time paid Union Officer or Business Agent to serve the bargaining unit. Any employee desiring leave of absence from his employment for this purpose shall secure the written permission of both the Union and the University, which permission shall not be unreasonably withheld by the University. The period of the leave of absence shall be commensurate



with the term of office as Union Officer or Business Agent and shall be renewed from time to time by the University at the request of the Union and the employee involved.

**14.2** Any employee granted a leave of absence for Union business will be permitted to continue to be covered under the University's insurance program provided said employee and/or the Union pays the total cost of the premiums for same for the period of such leave of absence.

**14.3** Up to five members of the Local No. 8 Executive Board shall be continued on the payroll by the University for the number of normal work hours missed for a maximum of twelve (12) meetings of the Local No. 8 Executive Board per calendar year. This action will be contingent upon the Union reimbursing the University for all hours paid including the University's contributions for retirement and social security.

## **ARTICLE XV — WAGES**

**15.1** The regular hourly wage rates for the various job classifications covered by this Agreement are set forth in accordance with the wage rate schedules appended to this Agreement and made a part hereof.

**15.2** The wage rates provided for in the wage rate schedules appended to this Agreement shall be subject to adjustment as follows:

(a) Because gratuities are received there shall be a reduction of the grade 11 rates paid to Table Attendants at the Nittany Lion Inn to the extent

permitted by law but not to exceed thirty percent (30%) of the appropriate grade 11 rate then currently in effect; provided, however, such reduction shall not apply to paid time off.

(b) In the event new jobs are created which involve the payment of gratuities to the employee, the amount of the deduction from the regular wage rate shall be mutually agreed upon by the parties. If the parties cannot agree, the University may make the deduction it considers proper and the Union shall have the right to refer the matter to arbitration in accordance with the grievance procedure.

(c) There shall be deductions for employees eligible to receive meals on the basis of \$0.14 cents per hour per meal.

There shall be deductions for Nittany Lion Inn employees eligible to receive meals on the basis of \$0.15 cents per hour per meal.

(d) If an employee lives in University facilities, there shall be a deduction for such lodging.

**15.3** Each grade shall have a hiring rate range, a "B" rate, an "A" rate, and a job grade rate.

(a) Each new employee hired in a job in grades 8 through 11 is to be paid a rate or rates up to or including the maximum hiring rate for the grade of the job. Such rates shall be determined by management and shall be based on the time required for the employee to learn the job and meet the minimum requirements for the job as related to the work experience and training that the employee brings to the job.

(b) An employee hired into a job in grades 12,

11, 10, or 9 shall be hired at the maximum hiring rate.

(c) An employee hired at the maximum hiring rate shall be paid the "B" rate at the end of six (6) full pay periods from the date of hire.

(d) An employee shall be paid the "A" rate at the end of twenty-six (26) full pay periods at the "B" rate.

(e) An employee shall be paid the job grade rate at the end of twenty-six (26) full pay periods at the "A" rate.

(f) An employee hired into a job in grades 8, 7, or 6 at less than the maximum hiring rate shall receive an increase of ten (\$0.10) cents per hour at the end of six (6) full pay periods from the date of hire. An employee hired into a job in grades 5, 4, 3, 2, or 1 at less than the maximum hiring rate shall receive an increase of thirteen (\$0.13) cents per hour at the end of six (6) full pay periods from the date of hire.

(g) All increases are effective beginning with the first day of a pay period. Subsequent increases in the hiring rate range may be granted at intervals of six (6) pay periods of time.

(h) The employee is eligible to receive the "B" rate when in the judgment of management the employee has met the basic requirements of the job after serving at least a minimum of six (6) complete pay periods in the hiring rate range.

(i) At the discretion of the University, an employee in a job requiring a special skill or knowledge may be hired at the "B" rate or at the "A" rate. In

such situation, the employee shall be paid the next rate for the grade of the job at the end of six (6) full pay periods from the date of hire and thereafter future rate moves in the grade shall be in accordance with Section 15.3(d) or (e) as appropriate.

(j) When an employee is promoted from one grade to another, the employee is paid a promotion rate one-half way between the employee's present step rate and the rate for the same step for the grade of the new job; provided, however, the employee may be paid the full step rate, if the employee previously held the job or had attained such rate on temporary transfer prior to the promotion and the employee is still qualified for the full job grade rate. The length of time that the employee's pay remains at the promotion rate is determined by management and is based on the time required for the employee to learn the job and meet the minimum requirements for the job. The minimum time for attaining the new step rate shall be no sooner than the completion of six (6) full pay periods, and movement thereafter in the grade of the new job, if applicable, shall be in accordance with the time limits of this Section 15.3.

(k) Time spent on a leave of absence without pay shall not count toward the completion of any learning or training period.

(l) Any employee who is paid on a red-circle rate shall receive either the full rate of any wage rate increase for the employee's current job grade, or the new rate of the employee's current job grade (at the appropriate point in the salary scale attained by the employee), whichever rate is higher.

## **ARTICLE XVI — SHIFT PREMIUM**

An employee who begins work between the hours of 1:00 p.m. and 4:59 a.m. shall be paid a shift premium for all continuous hours worked on that shift. Such shift premium shall be thirty cents (30¢) per hour for shifts beginning between 1:00 p.m. and 9:59 p.m., and thirty-five cents (35¢) per hour for shifts beginning between 10:00 p.m. and 4:59 a.m. The shift premium shall be added to the base rate before the calculation of overtime for employees who receive overtime pay on a shift which qualified for shift differential.

## **ARTICLE XVII — OVERTIME**

### **17.1 Definition**

Overtime is all authorized time worked by an employee that is:

(a) In excess of forty (40) hours a workweek. In any workweek in which a University holiday including a personal holiday occurs on an employee's regularly scheduled work day or an employee has scheduled time off in advance chargeable to either accumulated vacation or compensatory time, such holiday or time off shall be considered as time worked in computing the forty (40) hours.

(b) In excess of an employee's scheduled work day, if that employee is regularly scheduled to work forty (40) hours per workweek.

(c) Performed on a day that is regularly scheduled as a day off for that employee.

(d) Performed on a day previously scheduled as

a vacation day for that employee if the employee is required to work, but such time shall not be charged against vacation.

(e) In excess of eighty (80) hours in a fourteen (14) day period, or eight (8) hours in a single work day, for certain employees at the Milton S. Hershey Medical Center assigned to a work schedule consisting of eighty (80) hours in a fourteen (14) day period.

### **17.2. Limitation of Overtime**

Overtime work shall be performed only upon assignment by the University and shall be limited to strict necessity.

### **17.3 Overtime Pay**

Overtime work is paid at the rate of time and one-half the hourly rate. If any overtime work is performed on a personal holiday, a holiday (as defined in this Agreement), or a day granted as a holiday in accordance with Article XXV, Section 25.5, such overtime is paid at the rate of twice the hourly rate.

### **17.4 Rotation of Overtime**

Overtime work shall be rotated through a cycle on the basis of work unit seniority among employees with the same job title in a work area. In such rotation, an employee who refuses overtime work that is estimated by management to last one hour or more shall lose that turn in the cycle. If no employee in the work area with the same job title is available, the work shall be offered to the employee with the longest work unit length of service in the work area who has the ability and who is qualified to perform the job. Overtime that is to last four (4) hours or

more and that is scheduled three (3) work days in advance will, if no qualified employee in the work area desires such work, be offered to qualified employees in that job title in the work unit who have volunteered for such work. Such overtime work shall be rotated in the same way overtime work is rotated within the work area. The rate paid shall be time and one-half the employee's regular rate, provided that if the work is in a grade lower than the employee's present grade, and the overtime is voluntary, the employee shall be paid the rate of the lower grade job at the appropriate point in the salary scale attained by the employee and provided further if the work is in a grade higher than the employee's present grade, the employee shall be paid a rate based on the provisions of Section 18.2, Article XVIII — Temporary Transfer. If through an oversight an employee misses a turn of overtime, that employee shall be provided an opportunity to work sufficient overtime hours to compensate for the overtime hours missed, at a time mutually agreeable to the employee and the employee's supervisor, and the employee shall be paid at the rate of twice the hourly rate for such hours worked.

### **17.5 Emergency Overtime**

Overtime work of a sudden emergency nature (such as a break in a water pipe) shall be performed by the employee determined by the supervisor to be the most available and able to do the job, without regard for work unit seniority.

### **17.6 Regular Annual Overtime**

In cases of regular annual overtime, such as snow

removal by night janitorial workers, rotation of overtime on a car-pool basis or other special basis, may be authorized if sanctioned by a majority of the affected employees in the work area.

**17.7** In rotating overtime work, the qualified employee, or employees if more than one employee is needed, in that job title in that work area or work group, with the least work unit seniority must accept the overtime work in the employee's (or employees') turn unless other employees accept the overtime in accordance with Section 17.4 above. Whenever overtime is to be worked, the employee or employees with the shortest work unit seniority in the job title in the work area or work group shall be notified that overtime work will be required if employees with more work unit seniority in their turn do not accept the work. Such notification shall take place as early as feasible.

### **17.8 Call-Outs**

(a) An employee shall be paid for a minimum of four (4) hours at the overtime rate if the employee is called out and reports for overtime work that is required at a time not adjacent to the employee's regular work hours, provided the employee has received less than three (3) calendar days' notice of such assignment.

(b) An employee shall be paid for a minimum of two (2) hours at the overtime rate if the employee is called out and reports for overtime work that is required at a time not adjacent to the employee's regu-



lar work hours, provided the employee has received three (3) calendar days' or more notice of such assignment.

(c) Work performed on a call-out shall be limited to that work which necessitated the call-out; provided, however, that if another work situation occurs which would require a call-out, an employee already working on a call-out may be required to perform such additional work; in such event there shall be no pyramiding of the call-out minimum time. If call-out work is performed on a holiday, the employee shall be paid at a rate of twice the hourly rate.

### **17.9 Meals for Certain Overtime Situations**

If an employee is required to work beyond the employee's regular eight (8) hour shift, and the employee works more than two (2) such overtime hours which occur during a normal meal period, the University shall provide sufficient time off without pay for the employee to eat a meal supplied by the University or to purchase a meal. Such time off shall be granted during the normal meal period, unless an emergency prevents granting the time off during that period. If the employee is authorized to purchase a meal, the employee will be reimbursed not to exceed Four Dollars and Fifty-Five Cents (\$4.55) per meal. If the employee normally receives meals while on the job, the employee shall not have meal deductions for such overtime hours worked. An employee shall not be required to work for more than six (6) consecutive hours without the opportunity for a meal.

**17.10** If an employee is offered an opportunity

to remain overnight in University facilities without charge, so as to be available for work on the next day, and the employee remains overnight, the University shall provide normal scheduled meals which the employee has not had the opportunity to supply in advance or which the employee normally does not receive on the job.

## **ARTICLE XVIII — TEMPORARY TRANSFER**

An employee in the bargaining unit may be assigned temporarily by the University to perform duties other than those to which the employee is regularly assigned. The University shall determine the grade of the temporary assignment, and the employee so assigned shall receive a rate of pay determined in accordance with the provisions of this Article.

### **18.1 The Same or Lower Grade**

If the grade determined by the University is the same as or lower than the employee's regular grade, the employee shall receive his attained rate.

### **18.2 A Higher Grade**

(a) If the grade determined by the University is higher than the employee's regular job grade, the employee shall be eligible for a rate higher than the employee's attained rate provided that:

1. The duties are performed for one (1) hour. [Once the one (1) hour requirement is met, the higher rate is paid retroactively to the start of the temporary assignment.]

2. If the new duties consist primarily of lead man or group leader responsibilities, the employee must be designated as the lead man or group leader by the supervisor. [Management need not designate any employee to fill in for an absent group leader or lead man. Also, employees whose regular duties require that they work in the place of the lead man or group leader on the regular days off of the group leader or lead man in seven (7) day operations shall not be considered as having assumed the group leader or lead man duties on such regular days off.]

(b) If the employee is eligible as described above for a higher rate and if:

1. The higher grade determined by the University is grade 11, 10, or 9, the rate paid shall be the rate for the job at the appropriate point in the salary scale attained by the employee, or if

2. The higher grade is grades 8 through 1 inclusive, the rate paid shall be the rate the employee would receive if promoted to that grade.

(c) An employee determined eligible for a higher temporary transfer rate may also be considered for one or more increases in the employee's temporary rate up to and including the rate for the job at the appropriate point in the salary scale attained by the employee based on the employee's ability in performing the temporary assignment and meeting the minimum requirements as determined by management. The minimum time for attaining such an increase shall be no sooner than the completion of six (6) full pay periods on the temporary assignment or, if assigned to

the higher graded assignment on a recurring basis, a combined amount of time equal to six (6) full pay periods.

**18.3** When an employee is temporarily transferred on a full-time basis to an assignment determined to be in a grade higher than the employee's regular grade and the transfer exceeds twenty (20) weeks in a thirty (30) calendar week period, that position shall be made regular and filled under Article XII — Job Vacancies, except:

(a) Where the employee temporarily assigned is filling the position of an absent employee expected to return, or

(b) Where the temporary assignment does not replace an absent employee and the assignment will be completed shortly thereafter on an estimated date specified by management.

**18.4** The University shall not assign more than one employee in sequence to a temporary assignment for the purpose of extending the time limit provisions of this section.

**18.5** An employee on temporary transfer who receives pay for accumulated vacation, sick leave, holiday pay, or other paid time off shall be paid based on the rate of the employee's normal job.

## **ARTICLE XIX — WORK SCHEDULES**

**19.1** The establishment of work schedules is a function of management to be determined solely by the University, subject to the following limitations:

(a) Employees shall be scheduled to work their regular hours on a five (5) day per week or less basis, and days not scheduled as work days shall be considered as regularly scheduled days off. Provided, however, the hours may be scheduled by the University over six (6) days to cover normal operations of the University which function on a schedule in excess of five (5) days per week (such as the normal operation of snack bars and catering services, work in conjunction with class schedules, animal and poultry caretaking, operation of the creamery, operation of the mushroom plant, operation of Physical Education facilities and the operation of the Milton S. Hershey Medical Center), or where permitted by law, on a fourteen (14) day cycle basis during which eighty (80) hours may be scheduled without the payment of overtime. The establishment of any additional operation on a schedule in excess of five (5) days per week shall be reviewed with the Union prior to implementation by the University.

(b) An employee shall be entitled to a meal period on an employee's time, to be determined by the University, but not less than thirty (30) minutes or more than sixty (60) minutes, during each work day, except in circumstances, as determined by management, wherein management requires continuous employment during an employee's entire shift because of the nature of the work.

(c) The University shall give an employee one (1) calendar week's notice of either a temporary change in the employee's regular work schedule lasting less than sixty (60) calendar days, or a permanent

change that is not to a significantly different shift [see 19.1 (e) below], except that such period of notice shall not apply in the case of an emergency. If a temporary change of schedule is made which requires temporary assignment of work on a Saturday or Sunday for an employee normally not scheduled to work on a Saturday or Sunday, such temporary change of schedule shall not change the employee's regular work schedule for the purpose of computing overtime under Section 17.1 (c), (work on a regularly scheduled day off).

(d) The University shall give an employee two (2) calendar weeks' notice of a change in the employee's regular work schedule which results in a permanent reduction in weekly hours of work, except that such period of notice shall not apply in the case of an emergency.

(e) The University shall give an employee sixty (60) calendar days' notice of a permanent change of shift if the change is to a significantly different shift such as a change from day shift to night shift or to working on Saturday or Sunday, except in the case of an emergency.

(f) An employee who reports to work and there is no work available shall be paid for three (3) hours on a straight time basis, unless:

1. The employee has been informed not to report to work by telephone, personal contact or letter mailed to his last known address; or
2. An emergency prevents work; or
3. The employee refuses suitable alternate work.

**19.2** Nothing herein shall be construed to guarantee a forty (40) hour week.

### **19.3 Paid Break Time**

Where consistent with the University work requirements, employees shall be provided thirty (30) minutes paid break time within a regular work shift (nonaccumulative).

**19.4** Employees at the Milton S. Hershey Medical Center working in areas which require "on call" schedules such as operating rooms, radiology department, clinical laboratories, etc., shall as a condition of employment, when designated to be "on call" remain within twenty (20) minutes travel time from the hospital. An employee "on call" must keep the hospital informed of the employee's location and telephone number while "on call".

(a) The rate of pay for "on call" is Twelve Dollars (\$12.00) for each eight (8) hours of "on call" time. If computed on a per hour basis, a rate of One Dollar and Fifty Cents (\$1.50) per hour is utilized. An employee called to work when "on call" shall receive "on call" pay for all hours of the on-call assignment and, in addition, shall receive pay of time and one-half the employee's regular hourly rate for hours worked on the call-in.

(b) An employee called in to work from "on call" shall be paid for a minimum of four (4) "call-in" hours, if the "call-in" hours are at a time not adjacent to the employee's regular work hours; the employee shall be entitled to only one (1) such four (4) hour minimum during each eight (8) hour or

less period spent "on call" even though called in more than once.

## **ARTICLE XX — JOB INFORMATION**

**20.1** The principal duties of each employee's regular job are contained in a job description. The primary use of the description is the basis for the establishment of the classification and evaluation of the job.

In addition, it may be necessary for an employee to perform other occasional assignments not related or similar to the duties contained in the job description. In the event the occasional assignment of other job duties results in the employee performing a higher graded job, the provisions of Article XVIII — Temporary Transfer shall be applicable. In the event the occasional assignment of other duties results in the employee performing the same or lower graded job, the employee is paid his regular rate. If the occasional assignment is to be performed on an overtime basis, the provisions of this Article shall not be applicable and the provisions of Section 17.4, Article XVII — Overtime, shall be applicable.

**20.2** If the University creates a new job, or revises a job description, a copy of the new description together with the degree assigned to each factor in the evaluation shall be given to the Union.



## **ARTICLE XXI — RECLASSIFICATION OF A JOB INTO THE BARGAINING UNIT**

**21.1** In the event that a study of duties of an existing non-bargaining unit job indicates that the job should be in the bargaining unit, the job shall be placed in the bargaining unit, the incumbent employee in the job shall remain on the job and the job shall not be announced.

**21.2** The incumbent employee shall thereafter be subject to the Union Security provisions of this Agreement.

**21.3** Bargaining unit and work unit seniority of the incumbent employee shall begin as of the effective date of the reclassification of the job.

**21.4** University seniority shall be from the first date of regular, continuous full-time University employment in any type of University employment.

**21.5** In the event the University studies the duties performed by an employee in the bargaining unit and determines that the classification should be changed to a non-bargaining unit category, the Union will be notified of such change.

## **ARTICLE XXII — CONTRACTING OUT WORK**

**22.1** The University will not contract out work which will cause a layoff from University employment of bargaining unit employees. However, the University reserves the right to contract out work under such circumstances as:

(a) skills or equipment are not available at the particular campus or other location, or

(b) time of delivery of products or production of services or completion of projects cannot be met with existing employees at the particular campus or other location.

**22.2** Nothing contained herein shall limit the University's rights with respect to layoff, except for contracting out work, nor shall it limit the University's management right to use new technology, equipment, machinery, tools, energy or labor-saving devices, nor shall anything contained herein limit the University's management right to discontinue or reduce services or to purchase or use new, processed, refined or different products or materials in providing products or services to all members of the University community. Nothing contained herein shall be deemed to require the University to hire additional personnel in the bargaining unit.

## **ARTICLE XXIII — NONDISCRIMINATION**

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the University nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, color, creed, sex, age or handicap as provided by law, or national origin. Nothing herein shall be construed to permit Union

activity which interferes with the operations of the University or violates this Agreement.

## **ARTICLE XXIV — VACATIONS**

### **24.1 Eligibility**

An employee shall be eligible to accumulate vacation earnings in accordance with this Article upon date of hire into a regular job; however, vacation may not be used until after completion of the sixty (60) calendar day probationary period.

### **24.2 Accumulating Vacation Time**

(a) A regular employee normally scheduled for forty (40) hours per week shall accumulate vacation based upon the length of continuous regular service of any type with the University as follows:

A day of vacation accumulation is equal to eight (8) hours.

	<b>Monthly Rate of Accumulation</b>	<b>Maximum Accumulation Allowed</b>
During first five (5) years (60 months) of regular employment	1 Day	18 Days
From beginning of sixth (6th) year up to and including the tenth (10th) year (61 months to 120 months)	1 ¼ Days	21 Days
From beginning of eleventh (11th) year up to and including fifteenth		

(15th) year (121 months to 180 months)	1½ Days	24 Days
From beginning of sixteenth (16th) year up to and including twentieth (20th) year (181 months to 240 months)	1¾ Days	27 Days
From the beginning of twenty-first (21st) year up to and including the twenty-fifth (25th) year (241 months to 300 months)	2 Days	30 Days
From beginning of twenty-sixth (26th) year (301 months, and continuing thereafter)	2¼ Days	33 Days

An employee earns the appropriate accumulation in any calendar month in which the employee is paid for regular work days amounting to two (2) full work weeks plus one (1) full work day in that month, except that pay received for accumulated vacation at time of layoff exceeding 120 calendar days or termination of employment shall not be credited.

(b) Each regular employee normally scheduled for less than forty (40) hours per week shall accumulate vacation on the basis of eight (8) hours for each one hundred sixty-eight (168) hours paid up to the limits specified in (a) above.

(c) Vacation accumulates while an employee is not actively at work as long as the employee is being paid full salary. For example, an employee being

paid during a vacation or a sick leave continues to accumulate vacation during that period.

### **24.3 Scheduling Vacations**

(a) The work requirements of the University shall take priority over the scheduling of vacation or other time off for an employee. Nevertheless, the University shall give consideration to any specific request for vacation by an employee. An employee requesting vacation should do so as far in advance of the proposed date of commencement of the vacation as feasible. In turn, the University should respond to the request promptly. Work unit seniority shall determine competitive requests for vacation within a work area or work group. A department or other appropriate work unit may, at its option, establish periods of time during which vacations are to be taken and/or periods of time submitted. Vacation requests submitted at times other than during the specified periods shall be considered after requests received during the period have received full consideration.

(b) If vacation or other time off is to be charged to the vacation accumulation of an employee, it shall be scheduled and approved by the supervisor in advance. If an employee is absent without advance approval by the supervisor, he shall not be paid for the time and shall be subject to disciplinary action. A supervisor may allow time off that is not scheduled in advance to be charged to vacation accumulation in any case where the supervisor judges the circumstances to be an emergency.

(c) Time off for vacation shall be charged against accumulated vacation on the basis of the hours of absence from the normal work schedule.

(d) If an employee on vacation desires to return to work before the scheduled vacation ends, the employee shall contact his supervisor to determine if such a return is permissible.

#### **24.4 Termination of Employment**

An employee whose employment terminates because of resignation or dismissal shall receive the cash value of unused vacation accumulation, computed up to and including the last full day worked, provided the employee has completed one (1) continuous year of regular employment status immediately preceding the date of resignation or dismissal and the employee has given at least one (1) week advance notice in the event of resignation. An employee who resigns with more than one (1) continuous year of regular employment status immediately preceding the date of resignation who has not given one (1) week advance notice of resignation shall receive only the cash value of unused vacation accumulation which is in excess of the employee's maximum allowable vacation accumulation for the twelve month period immediately preceding the date of resignation.

When an employee retires on a pension, the employee shall have the option to either use his vacation accumulation prior to the effective date of retirement or receive the cash value of unused vacation accumulation.

## ARTICLE XXV — HOLIDAYS

**25.1** (a) Except at the Milton S. Hershey Medical Center, the following days are established as holidays:

A Personal Holiday  
New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Six days at Christmas time

(b) When Christmas comes on these days the six (6) holidays are:

Sunday	December 25, 26, 27, 28, 29, 30
Monday	December 22, 25, 26, 27, 28, 29
Tuesday	December 24, 25, 26, 27, 28, 31
Wednesday	December 23, 24, 25, 26, 27, 30
Thursday	December 24, 25, 26, 29, 30, 31
Friday	December 24, 25, 28, 29, 30, 31
Saturday	December 23, 24, 25, 27, 28, 29

(c) The personal holiday is granted to provide paid time off for an employee and is scheduled in the same way in which vacation is scheduled. A probationary employee does not earn a personal holiday. If not used, the personal holiday shall be carried over into the next calendar year, but not thereafter. The personal holiday shall be earned upon completion of the probationary period on the 61st calendar day of employment and on the first calendar day of each year, January 1, thereafter.

If an employee is required to work on a day previously scheduled as a personal holiday, pay for such day will be handled under the provisions of Section 25.4, holiday falling on the employee's regularly scheduled workday.

**25.2** (a) The following days are established as holidays for the Milton S. Hershey Medical Center:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

(b) Because of the necessary operation of the Milton S. Hershey Medical Center, regular employees at the Medical Center shall earn six (6) service days each calendar year in lieu of the personal holiday and the additional holidays granted at Christmas time to other regular University employees. The Christmas Day holiday shall be applicable at the Medical Center as at all other University facilities. One and one-half (1½) service days shall be earned for each fully completed calendar quarter of continuous service as a regular employee.

(c) To determine whether the three (3) months in a quarter have been worked to qualify for service day earnings for that quarter, only months in which the employee is paid for eleven (11) or more days shall be counted; provided, however, that vacation and service day time paid at time of a layoff exceeding 120 calendar days or termination of employment



shall not be credited toward satisfying the eleven (11) paid days requirement.

(d) Earned service days shall be scheduled in the same way vacation is scheduled. Service days earned may be carried over into the next calendar year but not thereafter.

(e) An employee whose employment terminates because of resignation or dismissal shall receive the cash value of unused service days, computed up to and including the last full day worked, provided the employee has earned at least three (3) service days and the employee has given at least one (1) week advance notice in the event of resignation. When an employee retires on a pension, the employee shall have the option to either use the unused service days prior to the effective date of retirement or receive the cash value of unused service days. An employee who is placed on layoff who has unused service days shall be compensated for such days in the same manner as accumulated vacation in accordance with Section 10.5 (e) of this Agreement.

**25.3** A holiday is a twenty-four (24) hour period which begins at 12:01 a.m. on any of the holidays established by the University pursuant to this Agreement.

**25.4** Where a holiday falls on the employee's regularly scheduled work day:

(a) If the employee is not required to work, the employee shall receive his regular pay for that day.

(b) If the employee is required to work on a holiday in accordance with the employee's regular

schedule, the employee shall receive his regular pay for that entire day, plus a payment of twice the employee's regular hourly rate times the number of hours worked on the holiday. When an employee's regular work schedule begins at 8:00 p.m. or earlier on a holiday or ends at 4:00 a.m. or later on a holiday, that employee's entire shift shall be considered to be on the holiday and subject to the provisions herein. However, no employee shall receive double holiday benefits for the same holiday.

(c) The employee shall not be granted equivalent time off for hours worked on the holiday.

(d) If the employee is required to work on a holiday, the employee shall work his regular shift; however, employees may exchange shifts on a holiday with approval of the University.

**25.5** Where a holiday falls on the employee's regularly scheduled day off:

(a) If the employee is not required to work, he shall be granted another day of time off with pay as his holiday. Such time off shall be scheduled in the same way in which vacation is scheduled and shall be used for absences before accumulated vacation is used.

(b) If an employee is required to work, he shall be granted another day of time off with pay as his holiday, and in addition, he shall receive a payment of twice his regular hourly rate for each of the hours worked on the holiday. Such time off shall be scheduled in the same way in which vacation is scheduled and shall be used for absences before accumulated

vacation is used.

(c) If an employee subsequently is required to work on a scheduled paid day off, which was granted in accordance with (a) or (b) of this Section 25.5, payment for such day will be handled under the provisions of Section 25.4, holiday falling on employee's regularly scheduled workday.

**25.6** If a holiday occurs while an employee is using accumulated vacation or sick leave, the employee shall receive his regular pay for the day and such time shall not be charged against accumulated vacation or sick leave.

**25.7** If a holiday, except Christmas, occurs on a Sunday, the University shall observe it on the following Monday.

**25.8** If an employee works in a seven-day operation (for example, Food Service, Power Plant, the Dairy Barns, etc.) and is required to work on a holiday which falls on one of his regularly scheduled work days, he shall be paid for such work in accordance with the provisions of Section 25.4 hereof. If an employee is scheduled to work on a holiday and does not report to work on such a day, he is subject to disciplinary action and will not be paid for the day unless the absence is approved.

**25.9** An employee on layoff shall be paid for a holiday that occurs within the first thirty (30) days of layoff in accordance with Article X, Section 10.5(g).

**25.10** An employee on leave of absence without pay is not granted holidays that occur during the

leave, except voluntary leave when granted to an employee in lieu of working during a period of layoff [see Article X, Section 10.5 (g)].

## **ARTICLE XXVI — SICK LEAVE**

### **26.1 Monthly Sick Leave Rate**

An employee who regularly works forty (40) hours per week shall accumulate one (1) day (8 hours) of sick leave with pay for each calendar month in which the employee is paid for regular work days amounting to two (2) full work weeks plus one (1) full work day in that month, except that pay received for accumulated vacation at time of layoff exceeding 120 calendar days or termination of employment shall not be credited.

An employee who regularly works less than forty (40) hours each week shall accumulate eight (8) hours of sick leave for each one hundred sixty-eight (168) hours paid. Paid sick leave may not be used until after completion of the sixty (60) calendar day probationary period.

### **26.2 Absence Chargeable as Sick Leave**

Absence is chargeable as sick leave only when the employee is unable to perform his duties because of his illness or injury. However, time off for an employee's routine appointment with a physician, dentist, hospital, or optometrist is charged to sick leave, provided it is not possible for the employee to schedule the appointment on his own time. The request for such time off shall be made as far in advance as possible. An employee is expected to return to the job as

soon as the appointment is completed. A supervisor may request the employee to submit a written statement from the person with whom he had the appointment.

### **26.3 Fitness to Return to Employment**

Where the University questions an employee's fitness or ability to perform his or her work following an absence due to illness or injury, the University may require written certification from a University physician specifying the employee's fitness and ability to perform his or her work. Such a determination by the University concerning the employee's fitness or ability may be grieved by the employee pursuant to Article VIII of this Agreement. If a personal contact between the employee and the physician is required by the University in making the determination, the employee will be paid straight time at the employee's regular rate for the time spent with the physician, if the employee is then determined by the University to be fit and able to return to work.

### **26.4 Termination of Employment**

Except as provided below, accumulated sick leave is not reimbursable upon termination of employment. An employee who retires on a pension who is eligible for continuation of insurance into retirement in accordance with Article XXXII shall receive one-fourth ( $\frac{1}{4}$ ) the cash value of the employee's unused sick leave; provided, however, such payment shall not exceed an amount equal to (a) twelve and one-half ( $12\frac{1}{2}$ ) days of pay (100 hours) or (b) fifteen (15) days of pay (120 hours) if the employee's accumu-

lated sick leave balance is at least three-fourths ( $\frac{3}{4}$ ) of all sick leave earned.

### **26.5 Absence for Sickness in Excess of Accumulated Sick Leave**

If an employee has used all of his accumulated sick leave during a period of illness or injury (non-job related), additional absence, at the option of the employee, is:

(a) Charged against other accumulated paid time off (see Article XXV, Section 25.5) and accumulated vacation, or

(b) The employee is granted a leave of absence without pay in accordance with the provisions of the Article concerning leave of absence for sickness.

### **26.6 Unusual Use of Sick Leave**

(a) Where sick leave use is unusual, the University may, by notification in writing, require the employee to present a doctor's certificate for each of the next three (3) sick leave absences that occur during the next six (6) months of active work. This notification is not a warning letter and does not necessarily mean the employee has violated policy.

If the employee has more than three (3) sick leave absences before the completion of the six (6) month period, nothing herein shall preclude the University's sending another letter regarding unusual use of sick leave prior to completion of the six (6) month period.

(b) An employee shall be sent a warning letter in accordance with the Article of this Agreement concerning Discipline and Discharge, and shall not be paid for his absence if the employee fails to present a

doctor's certificate or if the employee has asked to have his absence charged to sick leave falsely.

### **26.7 Notification of Illness**

(a) If illness or injury prevents an employee from reporting to work, he shall notify his supervisor or an alternate designated by his supervisor as far in advance as possible, but in no case later than one (1) hour after the time that the employee ordinarily reports to work. In work areas where special arrangements for earlier notification are established by the supervisor, such notification shall be given at least one-half ( $\frac{1}{2}$ ) hour prior to the beginning of the shift. For certain employees designated by the University whose jobs are related to patient services at the Milton S. Hershey Medical Center, notification of illness shall be given at least two (2) hours in advance of the employee's normal reporting time (one hour if the employee's normal reporting time begins between 6:00 a.m. and 11:00 a.m.). Otherwise, the absence will result in a salary deduction unless it can be shown that it was impossible for such notice to be given to the supervisor or the designated alternate. All special arrangements for earlier notification established by the University will either be posted in the work area or given to the employee in writing, and a copy will be provided to the Union.

(b) If an employee has a telephone available to him, he shall call to give such notification unless it would be a substantial physical hardship to make the call. If the employee does not have a telephone available to him, he shall make advance arrangements

with his supervisor for a mutually agreeable method of notification.

(c) In the event a supervisor or the alternate cannot be reached, a notification may be given to the University telephone operator and such notification shall be deemed to comply with this Section. However, it is the employee's responsibility to make every effort to contact his own supervisor or the alternate. An employee who calls the University telephone operator without making every effort to first contact his supervisor or the alternate shall be deemed as not giving proper notification.

### **26.8 Sickness and Accident Supplement**

(a) An employee with five (5) or more years of bargaining unit seniority who is absent beyond sixty (60) continuous calendar days for an illness or injury will be covered by the University's Sickness and Accident Supplement. However, an employee shall not be eligible for this Sickness and Accident Supplement if such employee has used more than six (6) sick days of accumulated sick leave without doctor's certification in the twelve (12) month period immediately preceding the absence. The doctor's certification must be submitted to the University prior to the beginning of the absence.

(b) The Sickness and Accident Supplement shall entitle an employee to receive one-third (1/3) of pay for work days missed due to illness or injury under the following conditions:

1. Such pay is available beginning with the sixty-first (61st) day of the absence and ending on



the one-hundred-eightieth (180th) day of absence.

2. Such pay is not available for any day for which the employee elects to charge accumulated sick leave at the regular rate in order to receive full pay for the day. However, the employee may elect and receive the Sickness and Accident Supplement pay and charge one-third ( $1/3$ ) of a day accrued sick leave and receive two-thirds ( $2/3$ 's) pay for the day. If an employee has used all of his accumulated sick leave, additional absence, at the option of the employee, may be charged as provided herein against other accumulated paid time off (see Article XXV, Section 25.5) and accumulated vacation.

3. Such pay shall be reduced by amounts for which the employee is eligible from Worker's Compensation, Social Security or other disability coverages not paid for entirely by the employee.

## **ARTICLE XXVII — ABSENCE FOR ON-THE-JOB INJURY**

If an employee is absent from work as a result of an injury or illness compensable under the Worker's Compensation Act, Occupational Disease Act, or similar legislation, the following conditions apply:

(a) Absence during the first seven (7) calendar days. If the employee is absent during the first seven (7) calendar days following the date of injury, full salary shall be paid and the employee shall be charged one-third ( $1/3$ ) of a day of sick leave for each work day of absence, or if sick leave balance is ex-

hausted, the employee, at the option of the employee, may use vacation at the rate of one-third (1/3) of a day for each day of absence. If an employee who has charged sick leave or vacation in order to receive salary during this seven (7) day period subsequently received a Worker's Compensation insurance check for that period, the employee shall endorse that check and return it to the University. The charge to sick leave accumulation, or vacation accumulation if appropriate, shall then be adjusted and prorated to the difference between the employee's gross salary and the amount of the check, but not to exceed one-third (1/3) day for each day of absence.

(b) Absence for eight (8) or more calendar days. If the employee is absent for eight (8) or more calendar days following the date of injury, the employee shall have the option to continue to receive full salary and be charged one-third (1/3) of a day of accumulated sick leave, or accumulated vacation if sick leave is expended, or to be placed on leave of absence without pay. Any compensation checks the employee may receive while receiving full salary shall be endorsed and returned to the University. The charge to sick leave accumulation, or vacation accumulation if appropriate, shall then be adjusted and prorated to the difference between the employee's gross salary and the amount of the check, but not to exceed one-third (1/3) day for each day of absence. If the employee requests leave of absence, such leave shall commence the eighth (8th) calendar day of absence and may extend up to a maximum of thirty-six

(36) months. The employee shall retain any Worker's Compensation insurance checks received for the period of the leave of absence without pay. If the amount received from Worker's Compensation is less than the employee's normal rate of pay, the employee may elect to charge sick leave accumulation in the appropriate amount, or in the absence of sick leave accumulation the employee may charge vacation accumulation in the appropriate amount, in order to make up the difference in pay during the first twenty-four (24) months of the leave.

(c) Insurances during leave of absence without pay. The employee's biweekly contribution for group life insurance, health care insurance, and voluntary accidental death and dismemberment insurance (if enrolled) shall be paid by the University, if the employee is on leave of absence without pay following an on-the-job injury, for the first twenty-four (24) months of such leave, provided the employee continues to receive Worker's Compensation insurance payments.

## **ARTICLE XXVIII — OTHER PAID TIME OFF**

### **28.1 Jury Service**

If an employee is on jury duty, the University shall pay the employee's full salary for time absent from work. If the approved time absent (as described above) results in the employee missing more than half of the employee's regularly scheduled work

shift, the employee shall be excused from the remainder of the shift with no loss of salary (see Section 28.6 below).

### **28.2 Volunteer Fire Fighting**

The full pay of an employee shall be paid during the time spent by the employee during the employee's regular working hours in fighting fires or in answering other public alarms, provided that the employee is a member of the volunteer fire department that is engaged in the activity or, in the event of a forest fire, the employee is engaged in an organized forest fire fighting operation in the area in which the employee's campus or center is located (see Section 28.6 below). A member of a volunteer fire department shall be permitted to wear a device necessary for receiving alarm messages, but shall not respond to an alarm unless permission to leave work has been granted by the employee's supervisor either at the time or by advance arrangement.

### **28.3 Ambulance Driving**

(a) A member of a volunteer ambulance club or organization shall be permitted to wear a device necessary for receiving alarm messages, but shall not respond to an alarm unless permission to leave work has been granted by the employee's supervisor either at the time or by advance arrangement.

(b) The full pay of an employee shall be paid during the time spent by the employee during the employee's regular working hours in nonscheduled driving of an ambulance for a volunteer ambulance club or organization serving the community where the

employee's campus or center is located.

(c) If an employee is a volunteer ambulance driver for a volunteer ambulance club or organization that does not primarily serve the community where the employee's campus or center is located, the full pay of the employee shall be paid during the time spent by the employee during the employee's regular working hours in driving an ambulance provided:

1. The driving is limited to unplanned emergencies, and
2. The employee is not called from work to drive (see Section 28.6 below).

#### **28.4 Subpoenaed Witness**

If an employee is subpoenaed as a witness, the employee's full salary shall be paid for the time spent by the employee during the employee's working hours as a witness (see Section 28.6 below).

#### **28.5 Certified Air-Raid Wardens, Airplane Spotters, Civil Defense Officials, and Civil Air Patrol Members**

An employee who is certified as an air-raid warden, airplane spotter, or civil defense official shall be paid the employee's full salary for the time spent by the employee during the employee's regular working hours on such duties provided there is an authorized alert and the Civil Defense authorities have requested him to report for duty. A member of a Civil Air Patrol Group involved in an air search and rescue mission shall be paid the employee's full salary for the time spent by the employee during the employ-

ee's regular working hours provided there is an authorized mission and the Civil Air Patrol authorities have requested the employee to report for duty (see Section 28.6 below).

### **28.6 Definition of Paid Time Off**

In Sections 28.1 through 28.5 above paid time off shall include time spent in the activity described, plus travel time, time necessary for normal sleeping, etc., as determined by management.

### **28.7 Death in Family**

Absence from work because of death in an employee's family shall be allowed with full pay on the following basis, provided the employee attends the funeral:

(a) For an employee's husband, wife, parent (including step parent, guardian, or foster parent), son or step son, daughter or step daughter, grandchild, brother or sister (including half brother or half sister), father-in-law, mother-in-law, step father-in-law, or step mother-in-law, up to four (4) work days (32 hours) within a seven (7) consecutive day period commencing with the date of death provided such amount of leave is required. A guardian as used in this Section 28.7 shall mean a person who raised the employee and served in the place of the parent for a substantial portion of the employee's minority.

(b) For the employee's grandmother, grandfather, son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse of brother-in-law and sister-in-law, niece, nephew, aunt or uncle, and the employ-

ee's spouse's aunt or uncle, niece or nephew, or grandparent, up to one (1) work day from the date of death through the date of the funeral inclusive.

(c) An employee who would qualify for death-in-family paid time off for regular work hours missed under the provisions of this Section who already is receiving paid time off chargeable either to vacation accumulation, compensatory time, a personal holiday or sick leave accumulation shall have such time off as applicable charged instead to death-in-family paid time off, up to the limits allowed under the provisions of this Section.

Additional time off shall be charged against the employee's vacation accumulation or as a payroll deduction, at the employee's option.

## **ARTICLE XXIX — HEALTH CARE INSURANCE**

**29.1** Employees in the bargaining unit shall be insured in the University's health care programs for hospital/surgical/major medical benefits, dental coverage, and vision care coverage. Employees in the HealthPass network hired on or after the effective date of this Agreement shall be covered in HealthPass. Eligible dependents of an employee may be insured at the option of the employee.

**29.2** The schedule of employee deductions for the employee's share of a portion of the cost shall be as follows:

Employee Only	\$1.41 biweekly
Employee and Spouse	3.74 biweekly

Employee and Child/Children	3.63 biweekly
Employee, Spouse and Child/Children	3.97 biweekly

Employees hired prior to July 1, 1980 who elected portions of the health care coverage for dependents shall have proportionate deductions based upon the above schedules. The amount of such proportionate deductions shall be provided individually to such employees.

**29.3** Health care coverage is effective as follows:

Coverage for dependents is effective on the first day of employment, provided the employee has submitted a signed insurance enrollment card for dependent coverage on or prior to that date. If dependents are not insured by the employee within thirty-one (31) days after becoming eligible, there shall be a waiting period as specified in the insurance contracts.

**29.4** If employment is terminated, the employee's health care insurance coverage is terminated on the last day of his final pay period, provided however, if an employee or a covered dependent is totally disabled as of the time of the employee's termination, a major medical claim established for that disability shall continue to the end of the next following calendar year.

**29.5** An employee or covered spouse at age sixty-five (65) shall have the opportunity to elect to continue coverage in the University's hospital/surgical/major medical plan or to elect coverage instead



in Medicare. Information regarding the effect of either election shall be provided prior to the sixth-fifth (65th) birthday.

Dental and Vision Care coverages for employees and their eligible dependents continue until retirement, or until the 70th birthday of an eligible dependent (for that dependent) if the employee has not yet retired.

**29.6** In the event of layoff, coverage shall be in accordance with Article X concerning layoff.

## **ARTICLE XXX — LIFE INSURANCE**

**30.1** Each employee in the bargaining unit shall as a condition of employment be enrolled in the University's life insurance program providing life insurance together with accidental death and dismemberment benefits in an amount dependent upon an employee's annual salary. The cost of the first Five Thousand (\$5,000) Dollars of such insurance shall be paid by the University and the balance will be paid by the employee.

The amount of such insurance coverage and the employee's cost shall be in accordance with the following schedules and conditions below:

Annual Salary		Life Insurance	A.D.&D.	Employee Cost Per Pay Period
\$ 7,500 to	9,999	15,000	15,000	2.08
10,000 to	11,999	20,000	20,000	3.12
12,000 to	13,999	24,000	24,000	3.95
14,000 to	15,999	28,000	28,000	4.78

16,000 to 17,999	32,000	32,000	5.61
18,000 to 19,999	36,000	36,000	6.44
20,000 to 21,999	40,000	40,000	7.27
22,000 to 23,999	44,000	44,000	8.10
24,000 to 25,999	48,000	48,000	8.93
26,000 to 27,999	52,000	52,000	9.76
28,000 to 29,999	56,000	56,000	10.59
30,000 and over	60,000	60,000	11.42

(a) For employees who were on the payroll prior to October 1, 1979 and who continue employment past the June 30 following their 65th birthday, the amounts of insurance and cost shall be the following:

Annual Salary	Life Insurance	A.D.&D.	Employee Cost Per Pay Period
\$ 7,500 to 9,999	10,000	10,000	1.04
10,000 to 11,999	13,000	13,000	1.66
12,000 to 13,999	15,600	15,600	2.20
14,000 to 15,999	18,200	18,200	2.74
16,000 to 17,999	20,800	20,800	3.28
18,000 to 19,999	23,400	23,400	3.82
20,000 to 21,999	26,000	26,000	4.36
22,000 to 23,999	28,600	28,600	4.90
24,000 to 25,999	31,200	31,200	5.44
26,000 to 27,999	33,800	33,800	5.98
28,000 to 29,999	36,400	36,400	6.52
30,000 and over	39,000	39,000	7.06

(b) For employees who are hired on October 1, 1979 or later, the amounts of insurance and cost shall be in accordance with the following charts following age 60:

**Effective July 1 coincident with or next following  
the 60th birthday**

<b>Annual Salary</b>	<b>Life Insurance</b>	<b>A.D.&amp;D.</b>	<b>Employee Cost per Pay Period</b>
\$ 7,500 to 9,999	9,800	9,800	1.00
10,000 to 11,999	13,000	13,000	1.66
12,000 to 13,999	15,600	15,600	2.20
14,000 to 15,999	18,200	18,200	2.74
16,000 to 17,999	20,800	20,800	3.28
18,000 to 19,999	23,400	23,400	3.82
20,000 to 21,999	26,000	26,000	4.36
22,000 to 23,999	28,600	28,600	4.90
24,000 to 25,999	31,200	31,200	5.44
26,000 to 27,999	33,800	33,800	5.98
28,000 to 29,999	36,400	36,400	6.52
30,000 and over	39,000	39,000	7.06

**Effective July 1 coincident with or next following  
the 65th birthday**

<b>Annual Salary</b>	<b>Life Insurance</b>	<b>A.D.&amp;D.</b>	<b>Employee Cost Per Pay Period</b>
\$ 7,500 to 9,999	6,400	6,400	.29
10,000 to 11,999	8,500	8,500	.73
12,000 to 13,999	10,200	10,200	1.08
14,000 to 15,999	11,900	11,900	1.43
16,000 to 17,999	13,600	13,600	1.79
18,000 to 19,999	15,300	15,300	2.14
20,000 to 21,999	16,900	16,900	2.47
22,000 to 23,999	18,600	18,600	2.82
24,000 to 25,999	20,300	20,300	3.18
26,000 to 27,999	22,000	22,000	3.53
28,000 to 29,999	23,700	23,700	3.88
30,000 and over	25,400	25,400	4.23

**30.2** Life insurance is effective on the first day an employee is appointed to a regular position in the bargaining unit. If employment is terminated, except for retirement, an employee's life insurance coverage is terminated at the end of thirty-one (31) calendar days following the last day of an employee's final pay period.

## **ARTICLE XXXI — VADD INSURANCE**

An employee in the bargaining unit may be insured, at the employee's option, in the University's plan of voluntary accidental death and dismemberment (VADD) insurance, in accordance with the terms and conditions thereof.

## **ARTICLE XXXII — CONTINUATION OF INSURANCE INTO RETIREMENT**

### **32.1 Eligibility**

Employees in the bargaining unit shall be eligible to continue part of their group insurance into retirement in the amounts in accordance with Section 32.2 of this Article, provided either of the following conditions is met:

(a) The employee had at least fifteen (15) years of continuous participation in the group insurance plans immediately preceding retirement at age 60 or older (employees hired prior to July 1, 1984 shall be subject to terms and conditions in effect at time of hire), or

(b) The employee had at least twenty-five (25)

years of regular University employment, including at least ten (10) years of continuous participation in the group insurance plans immediately preceding retirement prior to his 60th birthday.

### **32.2 Amounts of Life Insurance**

(a) Eligible employees employed prior to May 1, 1954 may continue all life insurance in effect at time of retirement into retirement up to a maximum of \$10,000. Such employees shall receive a minimum life insurance policy of \$5,000 which shall be paid by the University.

If such employee desires the additional insurance up to the \$10,000 maximum, the employee must pay the cost of the premium for such additional insurance which is in excess of the \$5,000 being paid for by the University.

(b) Eligible employees employed on or after May 1, 1954 may continue one-half (50%) of life insurance in effect at time of retirement into retirement up to a maximum of \$5,000 of insurance, which shall be paid by the University.

### **32.3 Health Care Insurance**

(a) Hospital/Surgical/Major Medical — Eligible employees who retire prior to age sixty-five (65) may continue to be insured, together with their eligible dependents under age 65, in the Plan A hospital/surgical/major medical coverages by continuing to make contributions for themselves and, if applicable, for dependent coverage. At age sixty-five (65), all eligible retirees, or dependents are insured in the University Medicare Supplement plan designed to

supplement the benefits of the federal Medicare plans. Retirees and dependents are expected to participate in Medicare at their own expense.

(b) Dental and Vision Care — Benefits coverage for employees and their eligible dependents, except for certain continuances as specified in the insurance contracts, shall terminate on the last day of the pay period in which an employee retires, or on the seventieth (70th) birthday of an eligible dependent (for that dependent) if the employee has not yet retired.

### **ARTICLE XXXIII — PENSION**

Each employee in the bargaining unit, except those who previously waived participation, shall be a member of the appropriate retirement plan in effect at the University.

### **ARTICLE XXXIV — NOTICE OF TERMINATION OF EMPLOYMENT**

An employee shall give two (2) calendar weeks' notice of termination of employment.

### **ARTICLE XXXV — SAFETY AND HEALTH CONDITIONS**

#### **35.1 Safety**

The safety of employees is an important concern to both the University and the Union.

(a) If an employee has reason to believe that a

particular assignment or piece of equipment or apparatus would present undue hazard to the employee or to others, the employee has responsibility for informing the employee's supervisor of this condition.

(b) If an employee refuses to perform a particular assignment giving abnormal safety hazard as the reason for refusal, a University Safety Representative shall conduct a review of the facts to determine if such refusal was justified. If the University determines that the refusal was not justified, the employee may be subject to disciplinary action.

(c) If an employee has knowledge that a University vehicle that he operates violates local, state, or federal codes or regulations governing weight, width or defective equipment, the employee has responsibility for informing the employee's supervisor of the condition. The University shall be responsible for the payment of monetary fines for such violations, unless the employee knew or should have known of the defect or condition and failed to report the same to the employee's supervisor, or unless the employee failed to follow directions to remedy the defect or condition.

(d) The University shall provide such items of safety equipment to an employee as are required by law.

(e) The University shall notify the Union of a bargaining unit employee lost-time accident.

(f) The two (2) full-time paid Union Officers shall be members of the University's Safety Council.

## **35.2 Safety Glasses**

The University shall provide safety goggles or shields where necessary for the safety of an employee. Where an employee's regularly assigned duties require the use of machine tools to work to precise or close tolerances, the University shall pay the additional costs for having the lenses made of tempered, industrial quality glass, provided the employee submits a statement to the employee's supervisor from a licensed optometrist or ophthalmologist on which the cost of the treated glass (excluding the prescription and grinding) is indicated.

## **ARTICLE XXXVI — EDUCATIONAL PRIVILEGES**

A regular employee is subject to the provisions of the University policy of educational privileges for employees and their eligible dependents in effect on July 1, 1987; provided, however, the University may amend or entirely eliminate said policy only to the extent required by any act of the General Assembly or in order to receive any appropriation from the Commonwealth of Pennsylvania.

## **ARTICLE XXXVII — EMPLOYEES HOLDING PUBLIC OFFICE**

**37.1** A regular employee in the bargaining unit may hold public office provided it does not interfere with the employee's performance of University



duties.

**37.2** An employee who campaigns for any public office shall resign from the position or request formal leave of absence without salary for the duration of the campaign, if the campaign would interfere in any way deemed significant by officers of the University with the performance of assigned University duties.

**37.3** If an employee is elected or appointed to a public office that would interfere in any way deemed significant by officers of the University with the performance of assigned University duties, the employee shall resign from the position or petition the University for a leave of absence without salary which may or may not be granted at the discretion of the University.

## **ARTICLE XXXVIII — STEWARDS**

**38.1** The University recognizes the rights of the Union to designate a reasonable number of Shop Stewards and alternates from the University's employment roles. The authority of Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities within their assigned areas of responsibilities as mutually agreed upon by the parties:

(a) The investigation and participation in the processing of grievances with the University or its designated representatives in accordance with the provisions of the collective bargaining agreement.

(b) The collection of initiation fees and dues when authorized by the Union, provided that such collection shall be made at a time other than the work duty time of either the employee or the Steward.

(c) The transmission to the University of such messages and information which shall originate, and are authorized by the Union or its officers, and which are in writing unless of a routine nature, provided that the act of such transmission does not cause any work stoppages, slowdowns, or other interference with the operation of the University.

**38.2** Stewards and alternates have no authority to take any strike action, or any other action interrupting the University's functions. The University recognizes these limitations upon the authority of the Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The University, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event a Steward has caused unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

**38.3** Stewards shall be permitted reasonable time to investigate or participate in the processing of grievances in accordance with the grievance procedure for employees in the Steward's area of responsibility on the University's property without loss of time or pay during their regular working hours; and where mutually agreed to by the Union and the University, off University property without loss of time or pay. Such time spent in handling grievances dur-

ing the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

The Steward shall make arrangements with the supervisor before making such investigations and shall also make arrangements with the supervisor of the employee to whom the Steward is rendering assistance.

A Steward may participate in the grievance procedure unless such participation is specifically objected to by the employee.

**38.4** The Union shall notify the Manager of Employee Relations of the name of the Steward and alternates for each specific area of responsibility mutually agreed upon by the parties. Any change in the number of Stewards or alternates or any change in the specific geographic area served by a Steward or alternate shall be mutually agreed upon by the parties.

**38.5** The Steward is entitled to time off without salary to attend Union functions such as labor institutes, or the time may be counted as part of the Steward's annual vacation period. The Steward shall select which option the Steward desires. Arrangements for such time off shall be scheduled far enough in advance to enable the supervisors to provide coverage for the Steward's work in the Steward's absence.

#### **38.6 Superseniority for Stewards**

A Steward shall have bargaining unit seniority that

supersedes all other employees in the Steward's job title within the Steward's work unit for layoff purposes only. This superseniority shall be contingent upon continued active service as a Steward. Such superseniority shall not apply to alternate Stewards.

In the event of layoff where there is a reduction in the number of operating areas to be served by Stewards, and where there are more Stewards with superseniority than the number of areas to be served, the determination of which Stewards shall have superseniority shall be determined by the Stewards' regular bargaining-unit seniority.

## **ARTICLE XXXIX — UNION ACTIVITIES**

### **39.1 Holding Meetings**

The Union may hold a meeting in a University building with the prior approval of the University. Such approval shall be granted by the Manager of Employee Relations.

### **39.2 Posting Notices**

The University agrees to provide space on existing bulletin boards to enable the Union to post notices. Such notices shall be posted by Union Stewards in their own area of responsibility.

(a) If any notices are posted that are detrimental to the interest of the University or derogatory to the University, such notices shall be immediately removed by the Union upon request by the University.

(b) Such notices shall be posted by the Steward

or an alternate at times other than the Steward's University working hours.

**39.3** An employee may not attend a meeting of the Union during the employee's working hours unless permission is granted by the supervisor. The time off shall be charged against vacation accumulation or shall be treated as a pay deduction.

#### **39.4 Visits to Work Areas**

A full-time paid Union Officer or Business Agent designated under Article XIV of this Agreement may visit a University work area not otherwise restricted by University requirements upon request made to the Manager of Employee Relations or his designee. Such request shall be made sufficiently in advance to provide for arrangements for an alternate time for the visit if the time first requested would interfere with University operations. During such visit the Union Officer or Business Agent shall not interrupt the employees in the performance of their duties or permit interruption to take place, without the consent of the University. Nothing in this section, however, shall preclude the Union Officer or Business Agent conferring with an employee on the employee's own time.

### **ARTICLE XL — EMPLOYEE WORK UNIT PERSONNEL FILES**

**40.1** After the effective date of this Agreement, all internal correspondence to an employee regarding conduct or performance, warning letters, letters of

commendation and formal performance evaluations may not be placed in the employee's work unit personnel file unless the employee shall have had an opportunity to review the material and sign it; such signature by the employee shall not indicate concurrence in its contents. The employee shall have the right to submit two copies of a written statement concerning any material the employee finds objectionable within thirty (30) days of the receipt of such material. One (1) copy of such statement shall then become part of the employee's work unit personnel file and one (1) copy shall be provided to the employee's supervisor.

**40.2** (a) An employee shall be given reasonable access to the employee's work unit personnel file to review the file during regular business hours of the office where the file is maintained. Request for such access to the file shall be made by the employee to the employee's supervisor, and a member of management shall be present with the employee during the employee's review of the file.

(b) An employee shall be permitted to make handwritten notes from the file, but shall not be permitted to remove the file or portions thereof.

## **ARTICLE XLI — AGREEMENT SUBJECT TO APPLICABLE LAW**

**41.1** If any article or section of this Agreement or of the supplements or riders thereto, shall be held

invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement and all supplements or riders thereto shall not be affected thereby.

**41.2** In the event any article or section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of desired amendments by either the University or Union solely for the purpose of arriving at a mutually satisfactory replacement for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of such written notice, either party may submit the matter to arbitration in accordance with the provisions of this Agreement.

## **ARTICLE XLII**

### **TERM OF AGREEMENT**

Subject to the wage reopener option, this Agreement shall be in full force and effect from July 1, 1987 through June 30, 1990, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date and in the year first above written:

THE PENNSYLVANIA STATE UNIVERSITY

By: Steve A. Garban  
Senior Vice President for Finance and Operations

TEAMSTERS LOCAL UNION NO. 8, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, REPRESENTING THE SCHOLASTIC TECHNICAL SERVICE EMPLOYEES OF THE PENNSYLVANIA STATE UNIVERSITY.

By: Earl W. Lutz

By: Jeffery M. McGhee



## UNION NEGOTIATING AND EXECUTIVE COMMITTEE

Earl W. Lutz, President

Paul A. Yatchik, Vice President

Jeffery M. McGhee, Secretary-Treasurer

Harry R. Meyers, Recording Secretary

Michael R. Kelleher, Trustee

Gregory A. Sampsell, Trustee

Bill D. Tibbens, Trustee

Kathy Dobson

Patricia Hankinson

Stiles Mader

David Snyder

Barbara Wellar

THE PENNSYLVANIA STATE UNIVERSITY  
SALARY SCHEDULE FOR REGULAR TECHNICAL-SERVICE EMPLOYEES  
EFFECTIVE JULY 1, 1987 THROUGH JUNE 30, 1990

Effective July 1, 1987

<u>Grade</u>	<u>Maximum Hiring Rate*</u>	<u>B Rate</u>	<u>A Rate</u>	<u>Job Grade Rate</u>
1	\$10.70	\$11.39	\$12.10	\$12.87
2	10.22	10.87	11.58	12.30
3	9.76	10.39	11.05	11.77
4	9.33	9.93	10.55	11.22
5	8.85	9.43	10.02	10.66
6	7.68	8.54	9.08	9.67
7	7.20	7.99	8.50	9.05
8	6.96	7.75	8.23	8.76
9	6.66	7.40	7.87	8.38
10	6.46	7.18	7.63	8.11
11	6.25	6.95	7.39	7.86
12	6.09	6.77	7.20	7.66

Effective July 1, 1988

<u>Grade</u>	<u>Maximum Hiring Rate*</u>	<u>B Rate</u>	<u>A Rate</u>	<u>Job Grade Rate</u>
1	\$11.24	\$11.96	\$12.71	\$13.51
2	10.73	11.41	12.16	12.92
3	10.25	10.91	11.60	12.36
4	9.80	10.43	11.08	11.78
5	9.29	9.90	10.52	11.19
6	8.06	8.97	9.53	10.15
7	7.56	8.39	8.93	9.50
8	7.31	8.14	8.64	9.20
9	6.99	7.77	8.26	8.80
10	6.78	7.54	8.01	8.52
11	6.56	7.30	7.76	8.25
12	6.39	7.11	7.56	8.04

**Effective July 1, 1989**  
**(Subject to Wage Reopener Option)**

<u>Grade</u>	<u>Maximum Hiring Rate*</u>	<u>B Rate</u>	<u>A Rate</u>	<u>Job Grade Rate</u>
1	\$11.80	\$12.56	\$13.35	\$14.19
2	11.27	11.98	12.77	13.57
3	10.76	11.46	12.18	12.98
4	10.29	10.95	11.63	12.37
5	9.75	10.40	11.05	11.75
6	8.46	9.42	10.01	10.66
7	7.94	8.81	9.38	9.98
8	7.68	8.55	9.07	9.66
9	7.34	8.16	8.67	9.24
10	7.12	7.92	8.41	8.95
11	6.89	7.67	8.15	8.66
12	6.71	7.47	7.94	8.44

\*The hiring rate is specified in each job according to the time required to learn the job under past practice of the University. The more experience and training the new employee has, the greater the hiring rate. An employee hired into a job in grades 12, 11, 10, or 9 shall be hired at the maximum hiring rate.

# INDEX

	Section	Page
Absence		
chargeable as sick leave	26.2	83
due to death in family	28.7	93
for child care	13.1	48
for maternity leave	13.1	47
for military service	13.1	47
in excess of accumulated sick leave	26.5	85
leave of	13.1	46
on the job injury	27	88
unauthorized	9.8	30
vacation	24	74
Accident		
insurance (VADD)	31	99
on the job	27	88
Agreement		
term of	42	110
Air-raid wardens	28.5	92
Airplane spotters	28.5	92
Alternate work	10.6, 12.6	36, 46
Ambulance driving	28.3	91
Announcements		
job	12.3	42
union related	39.2	107
Annual		
notification of Food Service vacancies	12.2	41
rotation of overtime	17.4	61

Arbitration		
decisions	8.7	22
expenses	8.8	23
selection of Arbitrators	8.6	21
Attending meetings	8.14	24
	39.1	107
Bargaining unit seniority	9.5	28
Bidders		
consideration of	12.4	43
Civil Air Patrol members	28.5	92
Civil Defense officials	28.5	92
Computing time limits	8.2	18
Death in family	28.7	93
Discharge	6.3	16
Discipline	6.2	15
Dues checkoff	3.1	11
Employee		
definition of	1.3	6
holding public office	37	103
nonregular	1.3	6
regular	1.3	6
student	1.3	7
Educational privileges	36	103
Grievance procedure	8	17
Holidays		
definition of	25.1	78
listing of	25.1,25.2	78,79
pay provisions	25.4,25.5	80,81
Illness		
notification of	26.7	86

Injury		
absence for (on-the-job)	27	88
Insurances		
amounts of life	30.1	96
continuation of into		
retirement	32.1	99
dental	29.1	94
during leave without pay	13.5	51
hospitalization	29.1	94
life	30.1	96
major-medical	29.1	94
surgical	29.1	94
VADD	31	99
vision	29.1	94
Job announcements	12.3	42
Job evaluation grievance	8.3	18
Job information	20.1	71
Jury service	28.1	90
Layoff		
definition of	10.1	32
employee rights during	10.5	34
notice of	10.4	34
order of	10.2	32
time of issuance		
of paycheck	10.8	38
Leave of absence		
early return from	13.8	53
for child care	13.1	48
for maternity	13.1	47
for military	13.1	47
for other reasons	13.1	48

for Union business	14.1	55
length of	13.2	49
memberships in group		
insurances	13.5	51
purpose of	13.1	46
return to active service	13.6	52
Meal costs for eligible		
employees	15.2	56
Meetings		
attendance at (Special)	8.12	23
holding of (Union)	39.1	107
Membership in the Union	2	9
Military leave of absence	13.1	47
Nondiscrimination	23	73
Notice of recall	11.2	39
Notification of job vacancies	12.1	40
On the job injury	27	88
Order of recall	11.1	38
Other paid time off	28	90
Overtime		
call outs	17.8	63
definition of	17.1	60
emergency	17.5	62
limitation of	17.2	61
meals	17.9	64
pay for	17.3	61
regular annual	17.6	62
rotation of	17.4	61
Pay rate for paid time off	10.7	37
Pension	33	101



Postings		
of union notices	39.2	107
of seniority lists	9.10	31
Probationary employee	9.4	27
Recall		
order of	11.1	38
Reclassification		
into bargaining unit	21.1	72
Retirement	33	101
Safety		
council	35.1	101
glasses	35.2	103
grievance	8.4	19
Seniority		
bargaining unit	9.5	28
superseniority	38.6	106
work unit	9.6	28
Seniority listings	9.10	31
Shift		
change of	19.1, 9.6	67, 28
premium	16	60
Sick leave		
absence chargeable	26.2	83
accumulation of	26.1	83
fitness to return to		
employment	26.3	84
requirement of doctor's		
certificate	26.6	85
termination payoff	26.4	84
unusual use of	26.6	85

Sickness and accident supplement	26.8	87
Stewards	38	104
Strikes and lockouts	4	11
Subcontracting	22	72
Subpoenaed witness	28.4	92
Supervisory functions	5.2	14
Tardiness	7.1	17
Temporary transfer		
definition of	18	65
on a full time basis	18.3	67
to a higher grade	18.2	65
to a lower grade	18.1	65
to a same grade	18.1	65
Term of Agreement	42	110
Termination		
notice of	34	101
of employment	9.8	30
of seniority	9.8	30
Trial period	12.4	43
Union activities	39	106
Vacations		
accumulation of	24.2	74
eligibility	24.1	74
rights at termination of		
employment	24.4	77
scheduling of	24.3	76
Volunteer fire fighting	28.2	91
Wages	15	56
appendix	113,114,115	

employees receiving		
gratuities	15.2	56
job grade rates	15.3	57
Warning letters	6.2	15
Work schedules		
change of	19.1	67
establishment of	19.1	67
meal periods	19.1	68
paid break time	19.3	69
Work units		
identification of	9.3	25



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