

AGREEMENT

between

**THE PENNSYLVANIA STATE UNIVERSITY POLICE
OFFICERS ASSOCIATION**

and

THE PENNSYLVANIA STATE UNIVERSITY

July 1, 2024

through

June 30, 2028

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AGREEMENT

This Agreement made and entered into this first day of July 2024 by and between THE PENNSYLVANIA STATE UNIVERSITY (hereinafter referred to as the “University”),

AND

PENNSYLVANIA STATE UNIVERSITY POLICE OFFICER ASSOCIATION
(hereinafter referred to as the “Union”).

ARTICLE 1

RECOGNITION

Section 1. Pursuant to the Order of Certification issued by the Pennsylvania Labor Relations Board in Case No. PERA-R-17-274-E, dated February 14, 2018 the University hereby recognizes the Union as the exclusive representative of the employees of the University in the bargaining unit described in Section 2 for the purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment and this Agreement shall apply only to such employees.

Section 2. The bargaining unit shall be a subdivision of the employer comprised of all full-time and regular part-time security guards as defined in Section 604(3) of the Act including Police Officers 1, Police Officers 2, Police Officers 3, Police Officers 4 and Public Safety Specialists 1; and excluding student auxiliary officers, management level employees, supervisors, first level supervisors and confidential employees as defined in the Public Employe Relations Act.

Section 3. For purposes of this Agreement, employees are hereby classified into the following categories:

- (a) Full-time Employee - A full-time employee shall mean an employee who is in a full-time position (Standing or Fixed Term I) which regularly consists of an average of 40 hours of work in a seven-day period in a calendar year.
- (b) Regular Part-time Employee – A regular part-time employee shall mean an employee who is in a position which regularly works an average of less than 40 hours in a seven-day period in a calendar year.
- (c) Temporary (Non-regular part-time) Employee - A temporary employee shall mean an employee who is in a position for which there is no reasonable expectation of continued employment, such as but not limited to one who is replacing an employee on leave of absence.

Section 4. This Agreement shall apply only to full-time and regular part-time employees as defined in Section 3. If an employee satisfies or fails to satisfy the definitions herein, the employee's bargaining unit status shall be adjusted accordingly, effective at the time of such determination.

ARTICLE 2

SECURITY

1. Membership

Membership in the Union is not compulsory. Employees have a right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on nor discriminate against an employee in regards to such matter.

2. Notification

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

ARTICLE 3

AGREEMENT SUBJECT TO APPLICABLE LAW

Section 1. If any Article or section of this Agreement or of the supplements or riders thereto shall be invalidated 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 its supplements or riders shall not be affected.

Section 2. In the event any Article or section is invalidated or enforcement of or compliance with has been restrained as above set forth, the parties shall enter into 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 Article or section. If the parties do not agree on a mutually satisfactory replacement within 90 days after receipt of such written notice, either party may submit the matter to arbitration in accordance with the provisions of this Agreement, a tribunal of competent jurisdiction, and/or the Pennsylvania Labor Relations Board.

ARTICLE 4

MANAGEMENT RIGHTS

It is understood and agreed that the University will have the right to manage and operate its business and operations, in accordance with applicable law. The Union agrees that 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 determination of the number of persons to be employed or retained in employment;
- the employment of students;
- the determination of the physical layout, machines, technology, tools and equipment to be used;
- the direction of the work force;
- the determination of work to be performed and duties to be included in any job;
- the establishment and maintenance of standards of quality and performance;
- the determination of employee competency;
- the establishment and enforcement of work rules including work rules and policies addressing health and safety issues and providing for healthy and safe conditions for the employees and the University community, such as rules related to a tobacco and smoke free workplace and campus;
- the determination of operation schedules;
- the scheduling of overtime and the determination of the amount of overtime required;
- the addition, elimination, change or consolidation of jobs, work areas, departments, or subdivisions thereof;
- and the discipline or discharge of employees.

The listing of specific rights in this Article is not intended to be, nor should be considered, restrictive or a waiver of any of the rights of management or of matters of inherent managerial policy whether or not such rights have been exercised by the University in the past.

The University agrees that in the exercise of its functions, powers, responsibilities, and authorities it will take no action which is arbitrary or capricious or is 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 is a device to denude the bargaining unit or for the purpose of undermining the Union.

ARTICLE 5

STRIKES AND LOCKOUTS

Section 1. There shall be no strikes, picketing, slowdowns, cessation of work, or interference of operations of the University by the employees or lockouts by the University during the term of this Agreement.

Section 2. The Union shall not authorize or ratify any strikes, picketing, slowdowns, cessation of work, or interruptions of operations of the University. Should any employee engage in such conduct without Union authorization or ratification, the Union shall be obligated to endeavor within 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 discipline up to and including termination.

Section 3. The University shall not lockout employees during the term of this Agreement. Should any lockout occur, the University, in good faith, shall endeavor within 24 hours after receipt of written notice thereof from the Union, to terminate the lockout and reinstate the employees.

ARTICLE 6

PROBATIONARY PERIOD

1. Police Academy Cadets will serve a two-part probationary period. The first part is their time at the Academy. The second is upon successful completion and graduation from the Police Academy and reclassification to Police Officer. Their classification seniority date as a Police Officer will be the same as their graduation date from the Police Academy. The length of the probationary period as a Police Officer is as provided for in point 2 of this Article.
2. A Police Officer will serve a 12-month probationary period from date of appointment into the Police Officer classification.
3. A Public Safety Specialist shall serve a 12-month probationary period from the date of hire.
4. In the event an existing Penn State University employee accepts a Police Academy Cadet, Police Officer, or Public Safety Specialist position, a new

probationary period will apply regardless of previous University service or a probationary period that was served in another University position.

5. Neither the Discipline, Article 22, nor the Grievance and Arbitration, Article 23, will apply to employees during the probationary period. At the request of the Union, the University shall discuss the discipline or termination of a probationary employee with the Union President or Vice President.
6. Time on unpaid leave, with the exception of military leave, shall not count toward any probationary period.

ARTICLE 7

SENIORITY

This Article is applicable to full-time employees only. Regular part-time employees do not accrue seniority.

Section A. Full-time employees' seniority is defined as all continuous service, including periods of layoff and unpaid leaves of absence, in the employee's current classification title. The seniority date is the date on which the employee was most recently appointed to their current classification title. The seniority date is also referred to as the employee's classification seniority date.

Section B. When employees share a common seniority date, the seniority order of such employees will be determined by the last four digits of their Penn State identification number, the lower the number, the more senior the employee. However, any seniority order determined by an alternate tie-breaker prior to April 4, 2019 will continue in effect until such employee changes to a different classification title or seniority terminates.

Section C. When a full-time University employee in a non-bargaining unit sworn position accepts a position in the bargaining unit as a Police Officer, that employee's seniority date will be the date on which the employee began serving the University in a sworn capacity, regardless of whether that service was in a bargaining unit position, provided the employee has continuously served in a sworn position. If the employee has not continuously served in a sworn position, then the seniority date will be the date on which the employee most recently began continuous service in a sworn position.

Section D. Termination of seniority and employment will result for any of the following reasons:

1. an employee quits;
2. an employee is terminated.

Section E. Posting of Seniority Lists

Two seniority lists will be maintained by the University, the first will list employees by classification title in seniority order, the second will list employees by campus location and classification title in seniority order.

Both lists will show the following information for each employee: first and last name of the employee, classification title, classification seniority date, University hire date, classification seniority number, and assigned campus.

On or before the following dates: February 1, April 1, July 1, and October 1, the University will provide the Union with updated seniority lists for review. The Union will review the lists to ensure accuracy and contact the University with any concerns by February 15, April 15, July 15, and October 15 as appropriate. Once finalized, the University will notify all employees via email that the seniority lists have been updated.

ARTICLE 8

VACATION

Section A. Accumulating Vacation

1. A full-time employee shall accumulate vacation based upon the length of continuous regular, full-time University service as follows:

Criteria	Monthly Rate of Accumulation	Maximum Accumulation Allowed
During the first 10 years of continuous employment in a standing or fixed-term I position	12 hours	192 hours
From the beginning of the 11th year to and including the 25th continuous year	16 hours	240 hours
From the beginning of the 26th continuous year and thereafter	18 hours	264 hours

2. An employee earns vacation in any calendar month in which the employee is paid for at least 88 hours in the month, excluding overtime hours paid and payouts for accumulated vacation at time of layoff, leave of absence, or termination of employment.

3. Vacation is available for use on the first day of the month following the month in which it is accrued.
4. An employee preparing for a major life event, including but not limited to, the birth or adoption of a child or finishing a degree, may request approval to accumulate a vacation balance in excess of the maximum accumulation. Requests will be considered on a case-by-case basis and will be approved or denied at the University's sole discretion. The University's decisions will not be subject to the grievance process. In all cases, the approved accumulation in excess of the maximum accumulation must be used within 12 months following the date of the approval. If the employee terminates employment, then the vacation payout described below will not include any vacation in excess of the maximum accumulation.
5. In the event that an unexpected work-related situation causes an employee to miss or delay using vacation accumulations, a request for approval to accumulate a vacation balance in excess of the maximum accumulation limit may be allowed. Requests will be considered on a case-by-case basis and will be approved or denied at the University's sole discretion. The University's decisions will not be subject to the grievance process. In all cases, the approved accumulation in excess of the maximum accumulation must be used within 12 months following the date of the approval. If the employee terminates employment, then the vacation payout described below will not include any vacation in excess of the maximum accumulation.

Section B. Scheduling Vacation

1. Absences charged to an employee's vacation accumulation are subject to approval by the supervisor.
2. 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.

3. The University shall accept vacation requests no later than November 30 the year prior for the January through June shift bid cycle, and no later than May 31 of that year for the July through December bid cycle. These vacation requests will be reviewed and responded to between December 1 and December 5 and June 1 and June 5, as appropriate. During these periods the University will consider employees' vacation requests within a unit, by shift, and in order based on employees' classification seniority dates so that the most senior employee's requests are considered first.
4. Vacation requests submitted in advance, at times other than the established vacation scheduling period referenced in Section B3, shall be considered on a first-submitted basis after requests received during the period have received full consideration. Classification seniority date will not be a consideration for these vacation requests. Vacation requests not responded to by the supervisor within seven (7) calendar days, may be forwarded by the employee to the Deputy Chief in their respective District for consideration.
5. Vacation requests not submitted in advance may be approved by the supervisor in cases where the supervisor judges the circumstances to be an emergency. Classification seniority date will not be a consideration for these vacation requests.
6. Time off for vacation shall be charged against accumulated vacation on the basis of the hours of absence from the scheduled shift.
7. If an employee on vacation desires to return to work before the scheduled vacation ends, the employee shall contact the employee's supervisor to determine if such a return is permissible.

Section C. Vacation Donation

1. A full-time employee who experiences a personal catastrophic illness or event that results in absence from work for 30 calendar days or more, and has exhausted all applicable paid time off, may request through Human Resources a vacation donation request be sent to employees in the University Police and Public Safety to elect to donate some of their accumulated vacation time for the employee to use during their

extended absence.

2. A full-time employee may receive up to 240 hours of vacation donation per announcement. A second (and final) announcement may be made if deemed necessary for the same purpose.
3. Employees are not required to donate any of their vacation accumulation in response to a vacation donation request, but may donate either 8 or 16 hours of vacation accumulation per announcement provided they have the amount available in their vacation balance.
4. The employee must use donated time continuously and consecutively until able to return to full duty. Donated time may not be used intermittently. Any donated balance remaining will be forfeited upon return to work and returned to original donor.

Section D. Vacation Payout

1. The University prefers that employees provide a minimum of 14 days' notice of resignation or retirement. Provided the employee has completed one continuous year of full-time employment, a full-time employee whose employment terminates because of resignation, retirement, or dismissal shall receive the cash value of unused vacation accumulation, computed up to and including the last full day worked. An employee may not use the employee's vacation accumulation to extend the employee's termination date.
2. A full-time employee whose employment terminates because of death shall receive the cash value of unused vacation accumulation, computed up to and including the last full day worked.
3. No vacation payout shall exceed the maximums cited in Section A.

ARTICLE 9 **OTHER PAID TIME OFF**

Section A. Bereavement Leave – Full-time employees shall be granted absence with full pay due to a death in the employee's family on the following basis:

1. Up to 40 hours of leave to be used consecutively: for an employee's spouse, brother

or sister (including half-brother or half-sister, step-brother or step-sister); for an employee's or an employee's spouse's parent (including stepparent, guardian, or foster parent); child or stepchild (including the spouse of the child or stepchild); or grandchild. A guardian as used in this section will mean a person who served in the place of the parent for a substantial portion of the employee's life up to the age of majority under Pennsylvania law.

2. Up to one scheduled shift to be used from the date of death and through the date of the funeral or memorial service: for the employee's or employee's spouse's grandparent, niece, nephew, aunt or uncle, and spouse's of aunts and uncles or, the employee's spouse's brother or sister and spouse's of same or the spouse of the employee's brother or sister.
3. An employee who would qualify for bereavement leave who already is receiving paid time off, will have such time off as applicable charged instead to bereavement leave, up to the limits allowed under the provisions of this section. Additional time off, if requested and approved, will be charged against the employee's paid time off accumulations or as a payroll deduction, at the employee's option.
4. Bereavement leave as provided in the Sections above is reflected in the following table:

Bereavement Leave	
Family Member	Benefit Amount
Spouse	up to 40 consecutive hours
Brother or sister	up to 40 consecutive hours
Spouse of brother or sister	up to one scheduled shift
Parent (employee's or spouse's)	up to 40 consecutive hours
Child or stepchild	up to 40 consecutive hours
Spouse of child or stepchild	up to 40 consecutive hours
Grandchild	up to 40 consecutive hours
Grandparent (employee's or spouse's)	up to one scheduled shift
Nephew or niece (employee's or spouse's)	up to one scheduled shift
Aunt or uncle (employee's or spouse's)	up to one scheduled shift
Spouse's brother or sister	up to one scheduled shift
Spouse of Aunt or Uncle	up to one scheduled shift

Section B. Volunteer Emergency Responder – Due to the nature of the work of employees in the bargaining unit their primary responsibility must be to their University positions and therefore any absences due to their membership in organizations that provide emergency response are subject to the approval of management at its sole discretion. In those cases

where management approves the absence the following will apply:

1. Ambulance Service - The full pay of a full-time employee will be paid during the time spent by the employee during the employee's scheduled shift in nonscheduled ambulance service for a volunteer ambulance club or organization serving the community where the employee's campus or center is located.
2. Civil Air Patrol - The full pay of a full-time employee, who is a member of a Civil Air Patrol Group involved in an air search and rescue mission, will be paid during the time spent by the employee during the employee's scheduled shift provided there is an authorized mission and the Civil Air Patrol authorities have requested the employee to report for duty.
3. Emergency Rescue - The full pay of a full-time employee will be paid during the time spent by the employee during the employee's scheduled shift when engaged in an organized emergency rescue, provided the employee is a member of a bona fide search and rescue organization and the rescue activity is in the area in which the employee's campus or center is located.
4. Fire Fighting - The full pay of a full-time employee will be paid during the time spent by the employee during the employee's scheduled shift 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.
5. In Sections B1 through B4, paid time off provided by these sections shall include time spent during the employee's scheduled shift in the activity described, plus travel time, time necessary for normal sleeping, etc., as determined by management. Section B does not apply where the employee is compensated by the emergency response agency or organization during the time spent by the employee during the employee's scheduled shift.

Section C. Equivalent Time Off for Essential Personnel – All employees in the bargaining unit are considered essential personnel and are expected to work their scheduled shift during

official University Closedowns; provided, however, that the University may notify employees prior to their scheduled shift that they do not need to report to work during an official University Closedown. An official University Closedown is defined as a closure of the University by the University President or a closure of a campus by the chief executive officer or chancellor of that campus or their designees.

1. A full-time employee shall be granted equivalent time off for the hours worked during the official University Closedown period. Subject to the following limitations:
 - a. Hours worked before and/or after the University Closedown do not qualify for equivalent time off.
 - b. Equivalent time off shall not be granted for hours worked during the University Closedown for which the employee is eligible for overtime pay.
2. Equivalent time off shall be scheduled in the same manner as vacation accumulation.
3. A full-time employee who is otherwise scheduled to work during the closure, and is approved to take time off, must charge the time off to accumulated paid time off.
4. The following provisions shall apply to full-time employees who are notified not to report to work during an official University Closedown:
 - a. The employee shall receive pay for the part of the work schedule missed during the official University Closedown.
 - b. The status of an employee on a regularly scheduled day off, layoff, or leave of absence without pay does not change because of the official University Closedown.

Section D. Jury Service – Employees who are called for jury service on a scheduled shift must immediately notify their supervisor and provide a copy of the official notification. Employees shall be excused from their scheduled shift for the day. The full pay of a full-time employee will be paid for the shift. For an employee whose scheduled shift begins on or after 8:00 PM on the day prior to the day called for jury service, that shift shall be considered to be the shift for which this language applies.

Section E. Subpoenaed Witness – Employees who are subpoenaed as a witness and are not a party to the legal action, on a scheduled shift must immediately notify their supervisor, and

provide a copy of the official notification. Employees shall be excused from their scheduled shift for the time spent during their scheduled shift as a witness. A full-time employee who is subpoenaed as a witness and is not a party to the legal action, will be paid the employee's full salary for the time spent by the employee during the employee's scheduled shift as a witness. This includes time spent in the activity described, plus travel time, time necessary for normal sleeping, etc., as determined by management.

Section F. Friday following Thanksgiving

1. Full-time employees whose regularly scheduled shift includes the Friday following Thanksgiving and who are not required to work, will be paid at their regular rate of pay for the number of hours of their regularly scheduled shift.
2. Full-time employees whose regularly scheduled shift includes the Friday following Thanksgiving and who are required to work, will receive pay at the appropriate rate for the number of hours worked and, in addition, compensatory time off equivalent to the number of hours worked, up to eight (8) hours.
3. Full-time employees whose regularly scheduled shift does not include the Friday following Thanksgiving and are not required to work, will receive eight (8) hours of compensatory time off.
4. Full-time employees whose regularly scheduled shift does not include the Friday following Thanksgiving and are required to work, will receive pay at the appropriate rate for the number of hours worked and, in addition, compensatory time off equivalent to the number of hours worked, up to eight (8) hours.
5. Compensatory time off which is earned as a result of this section will be scheduled in the same manner in which vacation is scheduled and will be used for absences before accumulated vacation is used.
6. Compensatory time off will not be paid out to the employee at the time of separation from employment.

Section G. Paid Parental Leave

Full-time employees who have six (6) months of continuous full-time service with the

University are eligible for a paid parental leave from work for the purpose of bonding with a newborn child/children, placement of a child/children upon adoption, or appointment as a legal guardian of child/children as follows:

1. Birth of a Child/Children:

Salary and benefits for eligible employees shall be continued for up to four consecutive weeks within 90 calendar days following the birth of the child/children for the birthing and non-birthing parent.

2. Adoption or Legal Guardianship of a Child/Children:

Salary and benefits for eligible employees shall be continued for up to four consecutive weeks within 90 calendar days following the legal adoption or guardianship of the child/children.

3. It is the responsibility of the employee to notify Absence Management of their intention to request the Paid Parental Leave at least 30 days in advance, if the need is foreseeable.
4. Any time taken under the Paid Parental Leave must be utilized consecutively within the first 90 calendar days from the date of the qualifying event.
5. If both parents work for the University and meet the eligibility requirements of this program, each employee is individually eligible for up to four consecutive weeks of Paid Parental Leave as outlined above. Paid Parental Leave for both parents can run concurrently, overlap, or be over separate four-week periods during the first 90 calendar days from the date of the qualifying event.
6. Paid Parental Leave taken under this policy will run concurrently with any remaining leave available under the Family and Medical Leave Act (FMLA).
7. Holidays that occur during Paid Parental Leave will be charged to holiday pay but will not extend the total Paid Parental Leave entitlement. However, for paid Parental Leave that occurs during the December break beginning the first holiday in December the leave will be suspended and resumed the day after the New Years holiday. This extension will not extend the 90 days referenced in point 4 above.
8. Employees will be required to present the requisite documentation to verify the qualifying event.
9. The University will maintain enrolled benefits for employees during the Paid Parental Leave period at the employee contribution rate.

ARTICLE 10

HOLIDAYS

This Article is applicable to full-time employees only.

Section A. Holidays

1. A holiday is a 24-hour period which begins at 12:00 AM on the following days which are established as holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Thanksgiving Day
- December 25th and five additional holidays
- A Personal Holiday

2. When December 25th comes on these days, the six holidays are:

Day	Holidays
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

3. A newly hired employee commencing employment in December will receive only the December 25th holiday and New Year's Day holiday but will not receive paid time off for the additional University holidays in December during that first December holiday period. If the employee is required to work on any of the additional University holidays occurring that December, the employee will be paid at the employee's regular rate, but will not be granted holiday compensatory time off as provided in Section B.
4. One personal holiday is earned each calendar year on January 1, except that a new employee in the first year of employment will earn a personal holiday for that year after completing two months of employment. Employees hired on or after November 1 will not accrue a personal holiday in the year they were hired. The personal holiday provides the benefit of eight hours of paid time off. The personal

holiday is scheduled during the vacation scheduling period(s) established in Article 8, Vacation, and will be considered in classification seniority order after vacation requests are considered. Personal holidays will not be unreasonably denied. If not used, the personal holiday will be carried over into the next calendar year but not thereafter.

5. An employee's holiday shift is defined as the scheduled shift with half or more of the scheduled hours occurring on the holiday. In instances, where an employee has two scheduled shifts which meet this definition, the shift that begins on the holiday will be considered the holiday shift. In no circumstances will an employee receive holiday compensation for more than one shift.
6. If a holiday occurs during approved vacation or sick leave it will not be charged as a day of vacation or sick leave.
7. If an employee is required to work on a holiday and does not report to work, the employee is subject to disciplinary action and will not receive holiday compensation as provided in Section B unless the absence is approved by the University.
8. An employee on an unpaid leave of absence will not receive holiday compensation as provided in Section B.
9. In the event the University schedules only two 12-hour shifts on a holiday, employees at the campus whose regular schedule includes the day of the week on which the holiday falls will be assigned by the University to a holiday shift pool for either the morning 12-hour holiday shift or the evening 12-hour holiday shift as outlined in Article 15, Work Schedule, Section B. Any shift that normally starts on or after 1300 hours will be considered an evening shift for the term of this holiday process. Once assigned, the employee will not be eligible for other holiday shift pools.
10. Holidays will be assigned in the following manner:
 - a. Holiday staffing needs will be determined by the University by campus, by unit, and by shift;
 - b. Based on staffing needs, employees whose regularly scheduled shift

- occurs on the holiday will be offered the option to work by campus, by unit, by shift, and in classification seniority order;
- c. Staffing needs not filled as described in 10b, will be filled on a voluntary basis through the overtime process defined in Article 20, Overtime. Any holiday shifts filled in accordance with this Section, 10c, will be offered for the entirety of the holiday shift, for example, 10 hours, 12 hours, 8 hours, and will not be divided into smaller increments;
 - d. Staffing needs not filled as described in 10c, will be filled by the least senior available employee by campus, by unit, by shift;
 - e. Staffing needs not filled as described in 10d, will be filled no earlier than 60 calendar days before and no later than 30 calendar days before the start of the holiday shift through the mandatory overtime process defined in Article 20, Overtime, Sections B7 and B8.

Section B. Holiday Compensation

- 1. If a holiday falls on an employee's regularly scheduled shift and the employee is not required to work, the employee will receive pay at their regular rate of pay for the number of hours of their regularly scheduled shift.
- 2. If a holiday falls on an employee's regularly scheduled shift and the employee is required to work, the employee will receive pay at the regular rate, for the number of hours of their regularly scheduled shift. In addition, the employee has the option to:
 - a. receive holiday compensatory time off at a rate of two times the number of hours worked; or
 - b. receive holiday compensatory time off for the number of hours worked and pay at the employee's regular rate for the number of hours worked; or
 - c. receive pay at two times the employee's regular rate of pay for the number of hours worked.
- 3. If a holiday falls on a day which is not the employee's regularly scheduled shift and the employee is not required to work, the employee will receive eight hours of holiday compensatory time.

4. If a holiday falls on a day which is not the employee's regularly scheduled shift and the employee is required to work, the employee will receive eight hours of holiday compensatory time and will be paid at the rate of two times the employee's regular rate of pay for the number of hours worked.
5. Time worked on a holiday in excess of the employee's scheduled shift will be paid at two times the employee's regular rate of pay. No additional holiday compensatory time will be earned for such additional hours worked.
6. Holiday compensatory time off will be used for absences where vacation accumulation would be used and scheduled in the same manner as vacation in accordance with Vacation, Article 8, of the Agreement.

Section C. Holiday compensatory time and personal holiday payout

Holiday compensatory time and personal holiday will not be paid out to the employee at time of separation from employment.

ARTICLE 11
MILITARY LEAVE

Leave of absence for the performance of duty with the United States Armed Forces, including a reserve component, shall be granted in accordance with applicable law and University policy applicable to all other University employees, HR19 Leave of Absence for Active Military Service or Training, version dated June 1, 2011.

For employees whose scheduled shift occurs during drill weekends, the employees may request a change in their previously scheduled days off to accommodate their weekend drill schedule. Such requests shall not be unreasonably denied provided notice of the scheduled drill weekend is provided to their supervisor a minimum of 30 days in advance.

ARTICLE 12

SICK LEAVE

Section A. Accumulating Sick Leave

1. A full-time employee will accumulate eight hours of paid sick leave for each calendar month in which the employee is paid for at least 88 hours in the month, excluding overtime hours and payouts for accumulated vacation at time of layoff, leave of absence, or termination of employment.
2. Sick leave is available for use on the first day of the month following the month in which it is accrued.

Section B. Usage of Sick Leave

1. Except as otherwise provided in Section B7, absence is chargeable as sick leave only when the employee is unable to perform the employee's duties because of the employee's own illness or injury.
2. Time off shall be charged against sick leave on the basis of the hours of absence from the employee's scheduled shift.
3. To be eligible for benefits under this Article, an employee shall notify the employee's supervisor, or an alternate designated by the employee's supervisor, as far in advance as possible, but at least one (1) hour before the start of the employee's scheduled shift. If notification is not given in accordance with this Section B3, the employee shall not be paid for time missed from work and shall be subject to disciplinary action unless it can be shown that it was not reasonably possible for such notice to be given to the supervisor or the designated alternate.
4. In instances of three or more consecutive days of absence or in instances where management suspects abuse of sick leave, employees shall be required to submit documentation from their healthcare provider prior to approval for use of sick leave.
5. Time off for appointments with a healthcare provider may be charged to sick leave when it is not possible for the employee to schedule the appointment on the employee's own time. Requests for such time off are to be made as far in advance

as possible. In instances where management suspect abuse of sick leave, employees shall be required to submit documentation from their healthcare provider detailing the date and time of the visit.

6. If an employee is charging sick leave and the employee's vacation accumulation reaches the maximum, the employee may charge vacation accumulation instead of sick leave, so that vacation accumulations are not lost. If an employee expends all sick leave, additional absence, at the option of the employee, may be charged to all or part of accumulated paid time off. The employee may be required to submit documentation from their healthcare provider to substantiate the need for such absence(s).
7. An employee may use up to 80 hours of their accumulated sick leave per calendar year to care for a sick family member. Family member as used in this Article is defined as the familial relationships identified within Article 9, Other Paid Time Off, Section A, Bereavement Leave. The care provided may include such activities as bed-side care, accompanying the family member to a medical appointment, and emotional support.
8. Any paid or unpaid time used for a Family and Medical Leave Act (FMLA) qualifying absence will be deducted from the total FMLA leave available to the employee.

Section C. Sick Leave Payout

1. The University prefers that employees provide a minimum of 14 days notice of retirement.
2. A full-time employee whose full-time employment terminates because of retirement and meets one of the following two criteria:
 - a. the employee is at least 60 years of age and has 15 years of continuous full-time University employment immediately preceding retirement, or
 - b. the employee is any age and has at least 25 years of total full-time University employment.

is eligible to receive 1/4 of the cash value of the employee's unused sick leave; not

to exceed 136 hours of pay.

3. A full-time employee whose full-time employment terminates because of resignation or dismissal shall not receive the cash value of any unused sick leave.

ARTICLE 13

UNPAID LEAVE

Section A. On approval by the University, full-time employees shall be granted unpaid leave, without loss of seniority or other benefits or credits, as applicable, in accordance with the following:

1. Medical Leave

Employees who have expended all of their sick leave shall be granted an unpaid medical leave under the following conditions:

- a. They are unable to perform their duties due to a non-work-related illness or injury.
- b. The employee has the option to use or not use all or part of accumulated paid time off prior to the unpaid leave commencing.
- c. Length of Leave

Length of Continuous Full-time Service with the University at the Start of the Leave	Maximum Length of Leave Granted*
Through first 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

* The listed maximums are subject to applicable law, which in some cases may mean the employee is entitled to a longer leave.

- d. Absence for extended sick leave in accordance with the time limits established in Section A1c above will be continued only for the period of time the employee is unable to perform the employee's duties because of the employee's illness or injury. If the employee does not report to work after being physically able to report to work, employment shall be terminated. If, at the end of the leave of absence the employee is still

unable to work, employment will be terminated, and all benefits of the unpaid leave will end.

- e. If an employee returns to active employment following a leave of absence, and within 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 maximum length of leave.

2. Maternity Leave

When a pregnant employee is unable to perform the essential duties of her position due to pregnancy-related restrictions the employee shall first charge such absence to her paid sick leave allowance. If the paid sick leave allowance is expended, the employee shall be placed on an unpaid leave of absence, with the employee's option, to use or not use all or part of accumulated paid 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 the childbirth continue more than six 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 supporting the exception request.

3. Family Leave

- a. Child Care Leave - Leave Following Birth or Adoption of a Child
 - i. Upon request, a leave shall be granted following the birth of a child of the employee, to continue up to the time the child is one year of age. In the case of adoption, unless needed earlier for extenuating circumstances as described in the Family and Medical Leave Act (FMLA), such leave shall be granted from the date the child begins to reside with the employee to continue up to twelve months.
 - ii. The employee may elect to use or not use all or part of accumulated paid time off, not including sick leave, prior to commencement of no-pay status for the balance of the leave.
- b. Child Care Leave – Leave Other Than for Birth or Adoption of a Child

An employee may request a leave for up to 12 weeks for the purposes of childcare not related to the birth or adoption of the child. The following conditions apply to such leaves:

- i. The employee requesting a childcare leave shall be responsible for providing documentation that is acceptable to the University to support the request for leave.
 - ii. Leave requests are approved by the University at its sole discretion, approval of which is not subject to the grievance procedure.
 - iii. For purposes of this section, the definition of child shall include a biological, adopted, or foster child, a stepchild, a legal ward, or a child for which an employee is standing in loco parentis, who is under 18 years of age, or over 18 years of age and incapable of self-care because of a mental or physical disability.
 - iv. Upon request, a leave shall be granted if a child is placed with the employee for foster care (within one year of placement) or if a child has a serious health condition and the employee is needed to care for such child.
 - v. A leave may be granted if there is an extended breakdown in the arrangements for independent childcare, and the employee is needed to care for the child.
 - vi. The employee shall first use all applicable paid time off, prior to commencement of no-pay status for the balance of the leave.
- c. Family Illness (Spouse or Parent)
- An employee may request a leave for up to 12 weeks if the employee's spouse or parent has a serious health condition and the employee is needed to care for such family member. The following conditions apply to such leaves:
- i. A serious health condition is defined as one which involves either inpatient care or continuing treatment by a healthcare provider.

- ii. Parent is defined as the biological or adoptive parent of an employee or a person who served in the place of the parent for a substantial portion of the employee's life up to the age of majority under Pennsylvania law.
 - iii. If, in the 12-month period immediately preceding the requested leave, the employee has been absent without pay for the purposes of childcare, family illness, or due to the employee's own illness, such absence shall be deducted from the 12-week-leave-time limit available through this section.
 - iv. The employee shall first use all applicable paid time off, prior to commencement of no-pay status for the balance of the leave.
 - v. If the employee requests to continue to be on an unpaid leave after the family illness leave has expired, such request for additional leave shall be considered on the same basis as any other request for leave under Section A4, Personal Leave, and the conditions applicable to such personal leaves shall apply. If the additional leave is granted, any immediate prior leave time shall be included in calculating the leave-time limit for the personal leave.
- d. Military Family Leave
Leave will be granted in accordance with the FMLA. The employee will be required to expend all applicable paid time off prior to commencement of no pay status for the balance of the leave.

4. Personal Leave

Leave may be granted for any purpose determined to be at the convenience of the University. The leave will not exceed 12 consecutive calendar months. Such leave is approved by the University at its sole discretion, approval of which is not subject to the grievance procedure.

Section B. University Insurances While on Unpaid Leave

1. Costs for insurances in which the employee is enrolled during an unpaid leave of absence for medical leave, maternity leave, or family leave as specified in

Section A, shall be at the regular employee rates of contribution.

2. Costs for insurances in which enrolled during an unpaid leave of absence for other than the reasons enumerated in Section B1 shall be the entire cost (employee and University costs) for those benefits.
3. An employee's decision not to continue insurances is considered a break in continuous benefits participation. If coverage is not continued during the leave and is requested at a later date the following restrictions will apply:
 - a. Except as provided by law, proof of eligibility will be required for re-enrollment in life insurance, short-term disability, and long-term disability and annuity premium benefit.
 - b. Medical, dental, vision, and accidental death and dismemberment (AD&D) can be requested upon the employee's return from leave as the end of the leave may be considered a qualifying event. All enrollments must be requested during the applicable enrollment period.
4. The maximum period to retain membership in a group life insurance plan and/or healthcare insurance plan is the length of the leave or two years, whichever is shorter.

Section C. Contributions to Retirement Plans While on Unpaid Leave

An employee who is on an unpaid leave of absence, regardless of the reason, is not eligible to contribute or receive credit in any retirement plan.

Section D. An employee on an unpaid leave of absence who desires to return to work before the approved leave ends shall contact Human Resources to determine if such a change is permissible.

Section E. Once an employee begins an unpaid leave, the employee receives no wage payment from the University, including but not limited to payment for holidays that occur during an unpaid leave.

Section F. An employee on unpaid leave receives service credit for the purpose of increasing the employee's vacation accumulation rate.

Section G. Eligibility for Educational Privileges While on Unpaid Leave

An employee who is on an unpaid leave for the following reasons: medical leave, maternity leave, or family leave, as specified in this Article, will retain educational privileges, during the term of the leave. Dependents of such employees who are eligible for grant(s)-in-aid will retain this eligibility during the term of the leave, subject to the dependent meeting the eligibility requirements of grant(s)-in-aid. Educational privileges or grant(s)-in-aid are not available for employees, or their dependents, during unpaid leaves of absence for reasons other than those numerated in this section.

Section H. It is expected that an employee requesting a leave shall do so as far in advance of the proposed date of commencement of the leave as possible. The University shall endeavor to respond to the request as promptly as possible. Requests for leave and responses to such requests shall be in writing.

Section I. Any paid or unpaid time used for a FMLA-qualifying absence will be deducted from the total FMLA leave available to the employee.

Section J. For purposes of this Article one month is defined as a period of time between consecutive dates in successive calendar months, as an example March 15 through and including April 14 is considered one month for purposes of this Article.

Section K. For purposes of this Article one week is defined as a period of seven consecutive days, as an example Wednesday through and including Tuesday is considered one week for purposes of this Article.

Section L. Return to Active Service

1. Employees are expected to return to active service at the end of a leave of absence, subject to reduction in force considerations.
2. If an employee is approved to return to active service on a reduced hours schedule, the hours not worked of the employee's regular schedule will be counted towards the total leave allotment.
3. If an employee does not return to the full regular schedule for the employee's position at the end of the leave of absence, employment is terminated and all benefits of the leave of absence without salary will end.

ARTICLE 14

WORK-RELATED INJURY OR ILLNESS

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

Section A. Absence from Work

1. Full-time Employees hired before April 4, 2019:

- a. The employee has the option to elect an unpaid leave or to charge the absence to accrued sick leave (or, if sick leave has been exhausted, to other applicable paid time off). An employee electing to use such paid time off will be charged 1/3 of normally scheduled hours per day for each workday of absence and will continue to receive their regular pay for the absence;
- b. If all paid time off is exhausted, the employee will be granted an unpaid leave;
- c. An employee who elects to use paid time off will remit to the University any Workers' Compensation insurance payments they are otherwise entitled to receive during the period of time they are receiving regular pay. An employee using paid time off will continue to make employee contributions for all group healthcare and insurance coverages in which enrolled;
- d. An employee on an unpaid leave, will retain any Workers' Compensation insurance payments they are entitled to receive and the employee's contributions for all group healthcare and insurance coverages in which enrolled will be paid by the University;
- e. An unpaid leave provided for by this Article will not exceed 24 months;
- f. Any paid or unpaid absences are considered Family and Medical Leave Act (FMLA) qualifying absences and will be deducted from the total FMLA leave available to the employee.

2. Full-time Employees hired on or after April 4, 2019:

- a. For the first seven calendar days of absence for a compensable injury or illness the employee will use accumulated sick leave, or at the option of the employee, be granted an unpaid leave;

- b. If the employee is absent, due to a compensable injury or illness, for eight or more calendar days, the employee will be placed on an unpaid leave and will be credited sick leave charged in the first seven calendar days of absence. Such leave will commence the eighth calendar day of absence;
 - c. An employee on an unpaid leave, will retain any Workers' Compensation insurance payments they are entitled to receive and the employee's contributions for all group healthcare and insurance coverages in which enrolled will be paid by the University;
 - d. An unpaid leave provided for by this Article will not exceed 24 months;
 - e. Any paid or unpaid absences are considered Family and Medical Leave Act (FMLA) qualifying absences and will be deducted from the total FMLA leave available to the employee.
3. Part-time Employees
- a. Will receive compensation as applicable under the Workers' Compensation Act or the Pennsylvania Occupational Disease Act.
 - b. An employee's absence, due to a compensable injury or illness, will not exceed 24 months from the date of injury.

Section B. At the request of the University, the employee must furnish to the University information and/or documentation from their healthcare provider related to the injury or illness.

Section C. Where provided, and in accordance with applicable law, the employee will select a health care provider from a panel of health care providers determined in advance by the University for any compensable treatment required during the first 90 calendar days of treatment following the on-the-job injury or illness. Treatment that may occur after the first 90 calendar days of treatment will be with any health care provider, at the employee's option.

Section D. Modified Duty

A medical evaluation of the employee's condition will be made as soon as practicable to determine the nature, extent, and anticipated duration of any incapacity. Subsequent evaluations may be made as necessary to determine if an employee on leave of absence can return to work. Based on the evaluation, the employee may be assigned to modified duty as

available and appropriate to the employee's physical ability and skills for a period to be determined on an individual case basis. An employee assigned to modified duty will remain in their classification title and will receive their regular rate of pay for hours worked. A modified duty assignment will be at the employee's normally assigned campus location, may include a change in the employee's work schedule, and may include work outside the bargaining unit. The University will provide five calendar days' notice of a modified duty assignment requiring a change in the employee's regular work schedule. Once the modified duty assignment ends, the employee will return to their regular work schedule, if available, with no change of work schedule notice requirement.

The determination of whether a modified duty assignment may be provided is made by the University at its sole discretion. Any modified duty assignment ends once the University no longer provides such an assignment or the employee reaches maximum medical improvement, whichever occurs first.

Section E. Eligibility for Educational Privileges

An employee who is on an unpaid leave as specified in this Article, will retain educational privileges, during the term of the leave subject to Article 33, Educational Privileges.

Dependents of such employees who are eligible for grant(s)-in-aid will retain this eligibility during the term of the leave, subject to the dependent meeting the eligibility requirements of grant(s)-in-aid in Article 33, Educational Privileges. Eligible dependents of a full-time employee who dies as an active employee are eligible for educational privileges in accordance with Article 33, Educational Privileges.

Section F.

The Union recognizes that the University has no obligation to apply the provisions of the Pennsylvania Heart and Lung Act to any bargaining unit employees. If the University elects, in its sole discretion, to participate in the Heart and Lung Act for covered, sworn personnel, the University will meet and discuss with the Union the implementation of such benefits and applicable procedures.

ARTICLE 15

WORK SCHEDULES

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

Section A. Hours of Work

1. Work schedules are defined as an employee's regular days of work, start and end times, and scheduled days off.
2. Work schedules will normally be 8, 10, 12, or 16 consecutive hours (or a combination thereof), non-inclusive of overtime.
3. Ordinarily, no employee will work more than 16 hours in a continuous 24-hour period, 64 hours per week, or more than 8 consecutive days without a day off except in exigent situations as determined by the University.
4. Work schedules will provide for consecutive days off, which may rotate.
5. Nothing in this agreement will constitute a guarantee of hours of work per day or week, or days of work per pay period.

Section B. Schedule Selection

1. Work schedule selection will be by campus location.
2. Except as defined in Section B3 of this Article, full-time non-probationary employees are assigned to schedules as follows:
 - a. There will be up to two scheduling periods per year:
 - i. For the period of January through June, the scheduling period will be conducted between November 1st and November 15th of the year prior and will include all holidays within the period including July 4th;
 - ii. For the period of July through December, the scheduling period will be conducted between May 1st and May 15th of the same year and will include all holidays within the period including New Years Day.
 - b. Prior to the schedule selection period, the University will post a listing of the available schedules and the holidays within each scheduling period;
 - c. In classification seniority order, employees will select their schedules from the list of available schedules;
 - d. Employees will be notified of their schedule assignments on or before November 20th and on or before May 20th as appropriate;

- e. Following the assignment of schedules the holidays will be scheduled consistent with Article 10, Holidays.
- 3. Employees in K9, Criminal Investigations, Community Policing, and other special assignments will be assigned to a schedule by the University with input from the employees in the respective special assignments.
- 4. Probationary employees will be assigned to a schedule by the University.
- 5. Regular part-time employees will be assigned their shifts by the University.
- 6. If the University determines that a work schedule is available between scheduling periods, that work schedule will be offered to employees in classification seniority order.

Section C. Changes in Schedule

Except as defined in Section C5 of this Article, the following applies to all full-time employees:

- 1. The University will give ten calendar days' notice of a change in an employee's work schedule lasting 30 calendar days or less, except in exigent situations.
- 2. The University will give 30 calendar days' notice of a schedule change that exceeds 30 calendar days, except in exigent situations.
- 3. Absent exigent situations, in the event the notice requirements in Section C1 and C2 are not met, the affected employee will be paid at time and one-half their regular hourly rate for the length of the first shift of their new schedule.
- 4. Notice requirements can be waived by mutual agreement of the employee and supervisor.
- 5. Non-probationary employees may trade shifts and/or work schedules with the approval of the supervisor. Such trades will not be subject to notice requirements and will not be approved if the trade will result in overtime.
- 6. The University retains the right to change an employee's schedule assignment, without notice, as a part of a disciplinary process.

Section D. If an employee is absent from work without approval by the supervisor, the employee will not be paid for the time and will be subject to disciplinary action up to and including dismissal.

ARTICLE 16

**LATERAL TRANSFERS AND TEMPORARY DUTY
ASSIGNMENTS**

This article applies to full-time employees only.

The University determines at its sole discretion when there is a need for lateral transfers and temporary duty assignments.

Section A. Lateral Transfers

1. Lateral transfers are permanent changes of employees' assigned campus(es) that are made within their current classification title.
2. When the University identifies the need to fill a vacancy at a campus or reallocate staff between campuses, it will first assess whether such a need may be addressed through lateral transfer. If the University determines that such a need may be addressed through lateral transfer, the University will first consider employee requests as follows:
 - a. Non-probationary employees may submit a lateral transfer request in any calendar year they wish to be considered for a lateral transfer opportunity. Such requests must be submitted by a method and within a timeframe determined by the University. These requests will remain active through and including December 31 of the year they are submitted, unless withdrawn by the employee prior to December 31.
 - b. Employees' requests will be considered based on employee performance and the operational needs of their current campus. Classification seniority date will be the final determining factor with employees having greater seniority receiving preference in their request.
 - c. If the University determines that such a need will be filled through an employee's request for lateral transfer the employee will be provided a minimum of 30 calendar days' notice of the start date of transfer and work schedule. This notice may be waived by mutual agreement of the employee and University. Any notice requirements under Article 15, Work Schedules, do not apply.
3. If the University does not fill the staffing need through the process outlined in Section A2, it may mandate an employee be laterally transferred as follows:

- a. The University will identify the feeder campus(es) for the transfer when a need is identified. A feeder campus is a campus from which the University will fill the assignment.
- b. The least senior available employee within the classification title at the identified feeder campus(es) will be mandated to laterally transfer.
- c. The employee will be provided a minimum of forty-five (45) calendar days' notice of the start date of transfer and work schedule. This notice may be waived by mutual agreement of the employee and University.
Any notice requirements of Article 15, Work Schedules, do not apply.

Section B. Temporary Duty Assignments

1. Temporary Duty Assignments are temporary changes of employees' assigned campus(es) that are made within their current classification title and last more than seven (7) calendar days but not more than ninety (90) calendar days.
Assignments seven (7) calendar days or less are not temporary duty assignments and are made by the University based on qualifications, availability, capability, and defined geographic area.
2. The following applies to temporary duty assignments:
 - a. The University will announce the temporary duty assignment. The announcement must include the location, work schedule, start date, and estimated length of the assignment; the feeder campus(es) identified by the University for the assignment; and the method in which employees are to express interest in the assignment. Only those employees assigned to the identified feeder campus(es) are eligible to express interest in the temporary duty assignment.
 - b. Employees' expressions of interest will be considered based on classification seniority date with employees having greater seniority receiving preference in their request.
 - c. If the University does not fill the staffing need through an employee expression of interest, it may mandate an employee to serve in the temporary duty assignment. The least senior available employee within the classification title at the identified feeder campus(es) will be mandated.
 - d. Except in exigent situations, employees temporarily assigned to another

campus, either through an employee expression of interest or a mandate, will be provided fourteen (14) calendar days' notice of the start date of the assignment and work schedule. This notice may be waived by mutual agreement of the employee and University. Any notice requirements of Article 15, Work Schedules, do not apply.

Section C. Absent exigent situations, in the event the notice requirements regarding changes to work schedules, lateral transfer start dates, and temporary duty assignment start dates are not met, the affected employee will be paid at time and one-half their regular hourly rate for the length of the first shift at their new assignment.

ARTICLE 17

TRAVEL

Section 1. Employees' work schedules may be changed in accordance with Article 15, Work Schedules, in order to accommodate the need for travel on behalf of the University.

Section 2. Employees traveling on overtime to and/or from their home campus for University Park home football game work assignments will be paid two times their regular hourly rate of pay for the travel that qualifies for overtime. This does not apply to employees whose home campus is University Park.

Section 3. Employees traveling on behalf of the University will be compensated in accordance with applicable law and University policy, TR02 Penn State Travel Policy. The Union expressly and unequivocally waives and relinquishes any right it may have to request or demand that the University bargain with the Union over any addition, modification, or discontinuation of the compensation referenced in TR02 Penn State Travel Policy.

ARTICLE 18
SHIFT PREMIUM

A full-time employee who begins work between the hours of 1:00 p.m. and 4:59 a.m. will be paid a shift premium for all continuous hours worked on that shift. Such shift premium will be sixty cents (\$.60) per hour for shifts beginning between 1:00 p.m. and 8:59 p.m., and seventy-five cents (\$.75) per hour for shifts beginning between 9:00 p.m. and 4:59 a.m. The shift premium will be added to the base rate before the calculation of overtime for full-time employees who receive overtime pay on a shift which qualified for shift premium.

ARTICLE 19
COMPENSATION

Section A. Wage Rates

1. Wage Rate Table

Title/Step	Hourly Rate			
	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Police Academy Cadet				
A Rate	\$23.18	\$23.87	\$24.59	\$25.32
Police Officer				
B Rate	\$31.44	\$32.38	\$33.35	\$34.35
C Rate	\$33.39	\$34.39	\$35.43	\$36.49
D Rate	\$35.35	\$36.41	\$37.50	\$38.63
E Rate	\$37.34	\$38.46	\$39.61	\$40.80
F Rate	\$39.27	\$40.45	\$41.67	\$42.92
G Rate	\$39.87	\$41.07	\$42.30	\$43.57
Armed Public Safety Officer				
A Rate	\$24.82	\$25.57	\$26.33	\$27.12
B Rate	\$25.90	\$26.68	\$27.48	\$28.31
C Rate	\$26.99	\$27.80	\$28.63	\$29.49
D Rate	\$27.73	\$28.56	\$29.42	\$30.30
Public Safety Specialist - Unarmed				
A Rate	\$19.23	\$19.81	\$20.40	\$21.01
B Rate	\$20.36	\$20.97	\$21.60	\$22.25
C Rate	\$21.50	\$22.14	\$22.81	\$23.49
D Rate	\$22.63	\$23.31	\$24.01	\$24.73
E Rate	\$23.76	\$24.47	\$25.21	\$25.97
F Rate	\$24.12	\$24.85	\$25.59	\$26.36
Regular Part-time				
Part-time Police Officer	\$31.44	\$32.38	\$33.35	\$34.35
Part-time Public Safety-Armed	\$23.76	\$24.47	\$25.21	\$25.97
Part-time Public Safety-Unarmed	\$19.23	\$19.81	\$20.40	\$21.01

2. The following applies to full-time Police Academy Cadet and Police Officer employees:
 - a. Police Academy Cadet employees who must attend the Academy will be paid at the A Rate. Once such employees have successfully completed Academy training and upon graduation, they will be reclassified to Police Officer and paid at the Police Officer B Rate, effective the first day of the pay period following their graduation date through the end of the employee's probationary period.
 - b. New Police Officer employees will be paid at the B Rate through the end of the employee's probationary period.
 - c. Employees will then progress through the Wage Rate Table as follows:
 - i. C Rate is paid after completion of the employee's probationary period through the end of the 23rd month as a Police Officer;
 - ii. D Rate is paid from the beginning of the 24th month through the end of the 35th month as a Police Officer;
 - iii. E Rate is paid from the beginning of the 36th month through the end of the 47th month as a Police Officer;
 - iv. F Rate is paid from the beginning of the 48th month through the end of the 59th month as a Police Officer;
 - v. G Rate is paid from the beginning of the 60th month as a Police Officer.
 - d. Longevity
 - i. One-time payments in recognition of longevity will be made in the July pay following completion of the identified continuous service time as follows:
 1. Upon completion of 36 calendar months of continuous service: \$1,000.00
 2. Upon completion of 60 calendar months of continuous service: \$1,250.00
 3. Upon completion of 120 calendar months of continuous service: \$1,500.00
 4. Upon completion of 180 calendar months of continuous service: \$1,750.00
 5. Upon completion of 240 calendar months of continuous service: \$2,000.00

6. Upon completion of 300 calendar months of continuous service: \$2,250.00
 - ii. An employee meeting the eligibility requirements outlined in Section 2dii for a longevity payment who retires prior to the July issuance of the payment above will receive their payment at retirement if they also meet one of the following two criteria:
 1. The employee is at least 60 years of age and has 15 years of continuous full-time University employment immediately preceding retirement, or
 2. The employee is any age and has at least 25 years of total full-time University employment.
 - iii. An employee whose employment terminates because of death following meeting the criteria for a longevity payment outlined in Section 2diii and prior to the July issuance of the payment will receive the longevity payment in the final pay.
3. The following applies to full-time Armed Public Safety Officer employees:
 - a. New Armed Public Safety Officer employees will be hired at the A Rate.
 - b. Employees will progress through the Wage Rate Table as follows:
 - i. A Rate is paid upon hire through the end of the 11th month as a Armed Public Safety Officer;
 - ii. B Rate is paid from the beginning of the 12th month through the end of the 23rd month as an Armed Public Safety Officer;
 - iii. C Rate is paid from the beginning of the 24th month through the end of the 35th month as an Armed Public Safety Officer;
 - iv. D Rate is paid from the beginning of the 36th month through the end of the 47th month as an Armed Public Safety Officer.
 - c. Longevity
 - i. One-time payments in recognition of longevity will be made in the July pay following completion of the identified continuous service time as follows:
 1. Upon completion of 36 calendar months of continuous service: \$1,000.00
 2. Upon completion of 60 calendar months of continuous service: \$1,250.00

3. Upon completion of 120 calendar months of continuous service: \$1,500.00
 4. Upon completion of 180 calendar months of continuous service: \$1,750.00
 5. Upon completion of 240 calendar months of continuous service: \$2,000.00
 6. Upon completion of 300 calendar months of continuous service: \$2,250.00
 - ii. An employee meeting the eligibility requirements outlined in Section 2dii for a longevity payment who retires prior to the July issuance of the payment above will receive their payment at retirement if they also meet one of the following two criteria:
 1. The employee is at least 60 years of age and has 15 years of continuous full-time University employment immediately preceding retirement, or
 2. The employee is any age and has at least 25 years of total full-time University employment.
 - iii. An employee whose employment terminates because of death following meeting the criteria for a longevity payment outlined in Section 2diii and prior to the July issuance of the payment will receive the longevity payment in the final pay.
4. The following applies to full-time Public Safety Specialist - Unarmed employees:
 - a. New Public Safety Specialist - Unarmed employees will be hired at the A Rate.
 - b. Employees will progress through the Wage Rate Table as follows:
 - i. A Rate is paid upon hire through the end of the 11th month as a Public Safety Specialist - Unarmed;
 - ii. B Rate is paid from the beginning of the 12th month through the end of the 23rd month as a Public Safety Specialist - Unarmed;
 - iii. C Rate is paid from the beginning of the 24th month through the end of the 35th month as a Public Safety Specialist - Unarmed;
 - iv. D Rate is paid from the beginning of the 36th month through the end of the 47th month as a Public Safety Specialist - Unarmed;

- v. E Rate is paid from the beginning of the 48th month through the end of the 59th month as a Public Safety Specialist – Unarmed;
 - vi. F Rate is paid from the beginning of the 60th month as a Public Safety Specialist – Unarmed.
- c. One-time payments in recognition of longevity will be made in the July pay following completion of the identified continuous service time as follows:
- i. Upon completion of 36 calendar months of continuous service: \$1,000.00
 - ii. Upon completion of 60 calendar months of continuous service: \$1,250.00
 - iii. Upon completion of 120 calendar months of continuous service: \$1,500.00
 - iv. Upon completion of 180 calendar months of continuous service: \$1,750.00
 - v. Upon completion of 240 calendar months of continuous service: \$2,000.00
 - vi. Upon completion of 300 calendar months of continuous service: \$2,250.00
5. The following applies to Regular Part-time employees:
- a. Regular part-time Police Officers will be paid at the hourly rate reflected in the Wage Rate Table.
 - b. Regular part-time Public Safety - Armed will be paid at the hourly rate reflected in the Wage Rate Table.
 - c. Regular part-time Public Safety - Unarmed will be paid at the hourly rate reflected in the Wage Rate Table.

Section B. Field Training Officer

1. Effective July 1, 2024, a full-time Police Officer assigned as a Field Training Officer (FTO) will receive supplemental pay in the amount of \$33.00 for each day the employee is required by the University to act as an FTO.
2. Effective July 1, 2025, a full-time Police Officer assigned as a Field Training Officer (FTO) will receive supplemental pay in the amount of \$34.00 for each day the employee is required by the University to act as an FTO.

3. Effective July 1, 2026, a full-time Police Officer assigned as a Field Training Officer (FTO) will receive supplemental pay in the amount of \$35.00 for each day the employee is required by the University to act as an FTO.
4. Effective July 1, 2027, a full-time Police Officer assigned as a Field Training Officer (FTO) will receive supplemental pay in the amount of \$36.00 for each day the employee is required by the University to act as an FTO.

Section C. Instructor

Full-time employees assigned by the University to act as an instructor for a qualifying training event, as defined by the University, will receive a one-time payment in their July pay for training provided in the previous twelve calendar months (July 1 through June 30) as outlined below:

1. 3 to 5 qualifying training events instructed: \$200.00
2. 6 to 10 qualifying training events instructed: \$400.00
3. 11 to 15 qualifying training events instructed: \$600.00
4. 16 to 20 qualifying training events instructed: \$800.00

Section D. Criminal Investigation Unit

1. A full-time Police Officer assigned full-time to the Criminal Investigation Unit (CIU) will receive a one-time payment in their July pay of \$250.00 for each full calendar month of service in CIU in the previous twelve calendar months (July 1 through June 30) up to a maximum of \$3,000.00.
2. A full-time Police Officer assigned to a CIU Investigative Support Team will receive a one-time payment in their July pay of \$30.00 for each full calendar month of service in the CIU Investigative Support Team in the previous twelve calendar months (July 1 through June 30) up to a maximum of \$360.00.

Section E. Pre-employment Incentives

1. New full-time employees moving across the state or county jurisdictional lines for employment with the University may apply for reimbursement of up to \$2,500.00 of moving expenses incurred within six months of their date of hire. Expenses must be preapproved by the University and reimbursement is provided by the University at its sole discretion, and not subject to the grievance procedure.

2. New full-time employees are eligible for up to a \$2,500.00 sign-on bonus at the sole discretion of the University, not subject to the grievance procedure. Sign-on bonuses are paid in two equal installments, the first at the completion of four continuous months of employment and the second at the completion of the employee's probationary period.
3. New full-time employees may be approved by the University at its sole discretion, not subject to the grievance procedure, to begin employment at a higher hourly wage rate, up to the E Rate. In such a case, all other provisions of Section A of this Article would apply.

ARTICLE 20 **OVERTIME**

Section A. Overtime

1. Overtime must be authorized by the University.
2. Overtime is time worked in excess of 40 hours paid in a week. A week is defined as a seven-day period beginning Sunday at 12:00 a.m. and ending at 11:59 p.m. on the following Saturday.
3. The employees will record the overtime worked in a manner as defined by the University.
4. Ordinarily, no employee will work more than 16 hours in a continuous 24-hour period, 64 hours per week, or more than 8 consecutive days without a day off except in exigent situations as determined by the University.
5. The University will determine eligibility for overtime assignments based on qualifications, availability, capability, and defined geographic area.
6. There shall be no pyramiding of overtime or duplication of hours or pay.

Section B. Assignment of Overtime

1. Eligible employees, as defined by Section A5, interested in volunteering for overtime must sign up for overtime in a manner as defined by the University.
2. Any overtime that is assigned more than 24 hours prior to the overtime event

will be filled in accordance with the following:

- a. To the extent possible, overtime will be posted a minimum of thirty (30) days in advance of the overtime event and employees who have been assigned to the overtime will be notified fifteen (15) days before the overtime event.
 - b. In circumstances where a minimum of thirty (30) days' advanced posting of the overtime event is not reasonably possible; the University will endeavor to post overtime events in a timely manner. Employees who have been assigned for overtime will be notified within twenty-four (24) hours of the assignment.
 - c. Overtime will be assigned in order starting with the eligible volunteer with the least number of overtime hours worked and assigned at the time the overtime is being assigned.
 - d. Employees will be notified of overtime assignments via the University Police and Public Safety scheduling system.
 - e. Once overtime has been assigned, overtime assignment trades between employees will be permitted with supervisor approval.
 - i. Trades affecting shift patrol must be approved by a shift supervisor.
 - ii. Trades affecting special events must be approved by a special events supervisor.
3. Any overtime that is assigned 24 hours or less prior to the overtime event will be filled in accordance with the following:
 - a. The University will offer the overtime assignment to eligible employees on the preceding shift and/or eligible employees scheduled to work the following shift.
 - b. Overtime will be assigned in order starting with the volunteer with the least number of overtime hours worked and assigned at the time the overtime is being assigned.
 - c. Employees will be notified of overtime assignments via direct contact by the University.
 4. For purposes of overtime assignment, employee overtime hours worked will reset to zero at the start of each schedule selection period as identified in Article 15, Work Schedules.

5. New employees, recently appointed, or those returning from an absence of more than two months will be added to the overtime hours worked list using the average of total hours worked and assigned currently on the list.
6. In the event two or more employees volunteer and have the same number of overtime hours worked and assigned, the employee with the most classification seniority will be assigned the overtime.
7. If the University determines that there are exigent situations or insufficient volunteers, mandatory overtime will be assigned in order starting with the eligible employee with the least number of overtime hours worked and assigned at the time the overtime is being assigned.
8. An employee will not be mandated to work overtime if the following occurs:
 - a. The employee is approved to take prescheduled time off before or after pass days, adjacent pass days will be protected from mandated overtime.
 - b. The employee is approved to take prescheduled time off during a scheduled shift, the employee will not be mandated to work overtime outside of the scheduled shift on that day.

Section C. Overtime Compensation

1. Except as defined in Section C2, overtime work is paid at the rate of time and one-half the employee's regular hourly rate.
2. Employees working Penn State home football game assignments on overtime will be paid two times their regular hourly rate of pay for hours worked while at the University Park campus. This special overtime rate will include overtime hours worked by employee's assigned to the campus car but does not apply to time worked during the Beaver Stadium lockdown.

Section D. Call Back Time

1. Employees who have been called back to work outside of their regular shift schedule and are required to report to a work location will be paid a minimum of three (3) hours. All hours worked during a call back will be paid at the appropriate rate provided the hours do not overlap the employee's scheduled shift. Hours that

overlap the employee's scheduled shift will be paid at the employee's regular rate.

2. With the exception of employees identified in D3, call back time pay begins when employees report to their assigned work site ready for work.
3. For employees assigned to the Tactical Response Team, K9 unit, the Hazardous Device Team, and the Criminal Investigations Unit that are required to report to a work location, other than their home campus, call back pay begins when the employees notify the on-duty supervisor that they are en route.
4. The University may assign employees to work the balance of the minimum number of hours as stated above. Such assignments may consist of any tasks deemed appropriate for the period of time necessary to meet the minimum.

Section E. Court Time

1. Employees required to report to University Student Conduct hearings at their home campus or required to report to court, including proceedings before a Grand Jury, District Court, or Court of Common Pleas, outside of the employee's scheduled shift, will be paid at the appropriate rate for a minimum of three hours, provided the three hours does not overlap the hours of the employee's scheduled shift. Hours that overlap the employee's scheduled shift will be paid at the employee's regular rate.
2. The court case must be within the scope of the employee's employment and the employee is under subpoena or trial notice for the appearance.
3. Court time begins when the employee arrives at the campus to prepare for court or arrives at the court at the time designated by the court. Court time ends when the employee is no longer required to remain at court or once court related work is completed at the campus following court.

Section F. K9 Officers

Employees, who as part of their assignment must care for an assigned canine during their off-duty hours, will receive 30 minutes of pay per day at time and one-half the employee's regular hourly rate to provide such care.

ARTICLE 21
ELECTRONIC DIRECT DEPOSIT OF PAY

1. Employees will be required as a condition of employment to participate in the University's program for the electronic direct deposit of pay and travel reimbursements.
2. Full-time employees will be paid monthly.
3. Regular part-time employees will be paid biweekly.

ARTICLE 22
DISCIPLINE AND DISCHARGE

Section A.

1. University has the right to discipline or discharge an employee for just cause, subject to the grievance process. Considerations for just cause include whether: the employee knew or should have known their performance or conduct could result in discipline; a fair investigation was conducted which resulted in evidence of wrongdoing; and discipline was applied appropriately and consistently.
2. Matters related to discipline and discharge will be investigated in a manner determined by the University and will include a meeting with the employee to seek information about the matter being investigated. The University will advise the employee of the nature of the investigation.
3. In taking disciplinary action, the University will typically use a progressive approach to employee discipline for related offenses with increasingly severe responses to employee performance or conduct problems. However, the University may determine, on a case-by-case basis, that performance or conduct issues warrant disciplinary action that is not progressive.
4. In taking disciplinary action, the University will not take into consideration the following:
 - a. A written reprimand which was issued more than two years previously;
 - b. Suspension which occurred more than four years previously.
5. The University will notify the employee of any disciplinary action to be taken as a result of the investigation, which may include, but is not limited to: written

reprimand, and/or unpaid suspension, or termination of employment.

6. Any disciplinary documentation will permanently remain in the employee's personnel file.

Section B. Union Representation

If an employee desires union representation during a meeting which the employee reasonably believes may lead to discipline, it is the employee's responsibility to request and identify a Union steward or other bargaining unit employee, subject to the following:

1. The identified Union steward or bargaining unit employee must be reasonably available and not the only officer or guard on duty at the time of the meeting;
2. If the meeting occurs during the identified Union steward's or bargaining unit employee's scheduled shift, the employee will not lose pay;
3. If the meeting does not occur during the identified Union steward's or bargaining unit employee's scheduled shift, the employee will not be compensated by the University for the time;
4. If mutually agreed upon by the parties, the identified Union steward or bargaining unit employee may participate in meetings under this Article remotely via telephone or videoconferencing.

Section C. Letters of Conversation (LOC)

1. A LOC is a non-disciplinary, written memorialization of a conversation a manager has with an employee regarding an issue. LOCs are documented in writing and placed into the employee's personnel file.
2. An employee's written response to the LOC may be submitted to the issuing supervisor within ten (10) calendar days of receiving the letter, pursuant to Section 35, Personnel Files.
3. A LOC and any written response from the employee will be removed from the employee's personnel file and destroyed after a period of twenty-four (24) months from the issuance of the letter.
4. LOCs are not subject to the grievance procedure.

Section D. Professional Standards Investigations (PSI)

1. This section applies to investigations conducted by University Police and Public Safety (UPPS). Investigations that are conducted by other University departments or outside

agencies are not subject to this section.

2. An investigation must be completed and submitted to the Chief of Police, or designee, within forty-five (45) calendar days after the employee's acknowledgement of the PSI employee notification form. The Chief of Police, or designee, will provide notification to the employee and the PSUPOA President if additional time is required.
3. The University will notify the employee within thirty (30) calendar days of the submission of the investigation to the Chief of Police, or designee, regarding the findings of the investigation and any resulting discipline and/or termination. If the notification of the findings and/or potential discipline do not occur within the time frame, the University shall provide a reason to the employee.

ARTICLE 23

GRIEVANCE AND ARBITRATION

Section A.

1. A grievance will be defined as any dispute regarding the discipline of employees or any dispute involving the application, meaning, or interpretation of the Agreement.
2. The University will not compensate employees for participating in the grievance procedure outside of their scheduled shift. However, the University will approve a request for a modification in the employee's regular shift or a shift trade to allow an employee's participation in the grievance procedure, so long as such modification or trade does not result in payment of overtime for any employee.
3. With the exception of the completion and submission of the appropriate grievance form(s) and participation in the meetings identified in Section B, employees may not investigate or consult regarding grievances or potential grievances, during their University work hours.
4. A grievance which is filed or appealed beyond the applicable timeframes will be considered discontinued and will not be subject to further consideration. A grievance which is not responded to within applicable timeframes may be appealed to the next Step at the expiration of the timeframes. Timeframes may be extended solely by agreement of the parties in writing.
5. Any individual employee grievance in which the grievant has voluntarily

resigned or retired from the University will be considered discontinued and will not be subject to further consideration.

6. If a grievance is settled at any stage of the grievance procedure, it will not be subject to further consideration.
7. The parties will 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 5, Strikes and Lockouts, or in the event of the failure to abide by an arbitrator's award without submission to the grievance and arbitration procedures of this Article.

Section B. Grievance Procedure

Prior to pursuing the grievance procedure employees are encouraged to speak to their supervisors to address any issues.

The grievance procedure will be as follows and documented on agreed upon forms:

Step 1. The employee will submit the grievance in writing within seven calendar days after the employee knew or should have known of the issue which is being grieved. The Step 1 grievance form will be submitted via email to poagrievance@psu.edu with a carbon copy (cc) to psupoa@gmail.com and will cite the specific Article(s) and Section(s) of the collective bargaining agreement alleged to have been violated, contain a description of the circumstances giving rise to the dispute, any other relevant facts, and the requested remedy. A meeting will be held within 10 calendar days of receipt of the grievance form with the employee, a Union representative, and a Sergeant or Lieutenant as the University representative, during which both parties can discuss the grievance. After the meeting, the University's response will be documented on the grievance form within 10 calendar days, a copy of which will be provided to the employee and Union via email.

In the case of a group grievance, one employee, with a Union representative, will present the grievance and attend the grievance meeting on behalf of the group.

If the employee does not agree with the response provided in Step 1, the employee may submit the Step 2 grievance form to the Chief of Police via email to poagrievance@psu.edu within ten calendar days of the date of the Step 1 response.

Step 2. A standing grievance resolution meeting will be held every other month, if necessary, with the following representatives from the Union: President, Vice President, Secretary, and Treasurer and the following representatives from the University: Chief of Police, or designee, a Human Resources Labor and Employee Relations representative, and the Human Resources Strategic Partner, or designee. After the meeting, the University will provide to the Union written documentation of the resolution or University response via email to psupoa@gmail.com regarding each grievance discussed within 30 calendar days of the meeting.

Grievances involving the dismissal of an employee will be filed at Step 2. If a Step 2 standing grievance resolution meeting will not occur within 30 calendar days of receipt of the dismissal grievance, an additional grievance resolution meeting will be held to ensure the dismissal grievance is reviewed within 30 calendar days.

Grievances of the University will be initiated upon written notification to the Union at Step 2 of the grievance procedure.

If a grievance is not resolved at Step 2, the Union or the University has a right to request arbitration by providing notice to the other in writing within 30 calendar days of the date of the Step 2 response.

Section C. Arbitration

1. Arbitration will be scheduled and heard within nine months of the request for arbitration, except for arbitrations for alleged wrongful termination which will be scheduled and heard within four months.
2. If arbitration is requested, the arbitrator will be mutually agreed upon by the parties. If the parties fail to agree, a list of seven suggested arbitrators will be requested from the Federal Mediation and Conciliation Service. The parties will meet for the purposes of selecting an arbitrator. Each party will alternately remove one name from the list until one name remains.
3. The University will notify the arbitrator in writing, with a copy to the Union, of the selection and request that the arbitrator provide available dates.
4. The decision of the arbitrator will be final and binding on the parties and the

arbitrator will be requested to issue the decision within 30 calendar days after the conclusion of testimony and argument.

5. The expenses for the service of the arbitrator will be divided equally by the University and the Union.
6. Nothing will prevent the parties from resolving a dispute to their mutual satisfaction prior to the receipt of the arbitrator's decision.
7. There will be no right to obtain, and no arbitrator will 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 contracted will be deemed to limit the right of an arbitrator to interpret the terms of this Agreement and clarify apparent inconsistencies therein.

ARTICLE 24 **UNION REPRESENTATION AND BUSINESS**

Section A. Union Leadership

1. The Union's President, Vice President, Treasurer, and Secretary are the individuals with the authority to conduct official Union business with the University, except as provided below.
2. The Union will notify the University of the names of the bargaining unit employees who will serve as President, Vice President, Secretary, and Treasurer of the Union upon the employees' election or appointment to such a position. Such notice will be provided in writing to the Senior Director of Labor and Employee Relations and the Chief of Police as far in advance as possible and will include the date(s) the employee(s) will begin in the position(s) and the length of their term(s).
3. Bargaining unit employees identified as Union President, Vice President, Secretary, and Treasurer may also serve as stewards.
4. The Union President, Vice President, Secretary, and/or Treasurer will be permitted to participate in the following meetings during their regularly

scheduled shift:

- a. grievance process as specified in, and in accordance with Article 23, Grievance and Arbitration;
- b. disciplinary meetings as specified in, and in accordance with Article 22, Discipline and Discharge.

Section B. Stewards

1. The Union may designate a reasonable number of stewards from the bargaining unit. The authority of stewards will be limited to, and will not exceed, the following duties and activities:
 - 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 participation in the discipline process with the University or its designated representatives in accordance with the provisions of the collective bargaining agreement.
 - c. The collection of initiation fees and dues when authorized by the Union and the employee, provided that such collection will be made at a time other than the work time or workplace of either the employee or the steward.
 - d. The communication to the University of messages and information which are authorized by the Union, provided that such communication does not cause interference with the operation of the University.
2. The Union will notify the Senior Director of Labor and Employee Relations and the Chief of Police of the names of the stewards upon appointment and annually by June 30th of each year.
3. A steward may request time off to attend Union functions, such as labor institutes, in accordance with Article 8, Vacation. At the steward's option, time off to attend such functions may be without salary.

Section C. Collective Bargaining

During collective bargaining the University will allow up to four full-time employees who serve on the PSUPOA bargaining team to be paid for up to eight hours of work, at their

regular rate of pay, for each joint bargaining session attended by the employee.

Section D. To the extent employees engage in organizing and soliciting on behalf of the Union such activity will occur on the employees' own time and not during work time. Such activity will not interfere with other employees' work time.

Section E. Employees may not engage in union business during their work time, except as otherwise provided for in this Agreement or allowed by applicable law.

Section F. 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.

1. 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.
2. Such notices shall be posted by the Steward at times other than the Steward's University working hours.

ARTICLE 25 **SAFETY AND HEALTH CONDITIONS**

The University and the Union recognize the inherent risks associated with the work of the bargaining unit and the safety of employees is an important concern to both parties.

Therefore, the following apply:

1. Employees will conduct themselves in a safe manner while utilizing University equipment and vehicles.
2. The University will provide safety equipment as required by law.
3. If an employee has reason to believe that a piece of University equipment is faulty or defective, the employee will inform their supervisor of this condition.
4. If an employee has reason to believe that a University vehicle is faulty, defective, or violates the vehicle codes, the employee will inform their supervisor of this condition.
5. The University will be responsible for the payment of monetary fines for vehicle

code violations involving University vehicles, 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.

6. If an employee has reason to believe that a piece of equipment or a vehicle is faulty or defective and therefore refuses to utilize the equipment or vehicle, the University will conduct a review of the facts to determine if such refusal was warranted. If the refusal was not warranted, the employee will be subject to disciplinary action.

ARTICLE 26

POLICE RETIREE AND IDENTIFICATION

1. A Police Officer who retires from the University in good standing and meets one of the following two criteria:
 - a. the employee is at least 60 years of age and has 15 years of continuous full-time University employment as a police officer immediately preceding retirement, or
 - b. the employee is any age and has at least 25 years of total full-time University employment as a Police Officermay choose to receive their badge worn as an active officer with a retirement "rocker arm" attached.
2. The University will meet any obligations it has under the Pennsylvania Retired Law Enforcement Identification Act regarding the issuance of Retired Law Enforcement Officer Identification Cards.

ARTICLE 27

UNIFORMS

1. When the University determines a uniform will be required, the University will provide a uniform. Full-time employees will receive a footwear allowance to purchase footwear that is in compliance with the University Police and Public Safety Uniform and Appearance Standards policy as follows:
 - a. Police Officers assigned to bike patrol will receive \$100 per year for footwear to be worn only when acting in the capacity of a Bicycle Officer;

- b. All Police Officers, Armed Public Safety Officers, and Police Academy Cadets will receive \$150 per year for footwear to be worn with their regular uniform.
 - c. This allowance will be paid to employees in the July pay. Any employee whose employment terminates before the July pay will not receive this payment.
- 2. The University will clean, alter, and repair all uniforms it provides, by a method determined by the University.
- 3. The University will replace provided uniforms, when necessary, in whole or in part. Requests for uniform replacement must be submitted in writing by the employee, subject to University approval.
- 4. Employees assigned to the Criminal Investigation Unit may request the University clean, repair, or replace clothing when soiled or damaged, beyond normal wear and tear, while performing their job duties. Such requests must be submitted in writing by the employee, subject to University approval which will not be unreasonably denied. Disputes about the University's decisions are limited to Step 1 and Step 2 of the grievance process.
- 5. Uniforms are University property and employees will not alter or intentionally damage uniforms. All uniforms must be returned upon replacement or separation from employment.

ARTICLE 28

DRUG AND ALCOHOL TESTING

It is the mutual goal of the University and the Union to provide safe and effective police and security services for the University community and maintain a drug and alcohol-free workplace.

Employees will be subject to drug and alcohol testing in accordance with the Penn State University Police and Public Safety policy, Use of Alcohol and Other Drugs. The tests will be performed by a laboratory certified by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration. Testing will be administered by the University per protocols benchmarked on the United States Department

of Transportation collection and testing methods and procedures to ensure testing accuracy and confidentiality.

Section A.

Employees suspected of being in violation of the policy will be immediately removed from duties and placed on administrative leave pending the outcome of testing. Based upon the test results the following will occur:

1. If the test results are negative, and the University determines that no disciplinary action or additional investigation is needed, the employee will be returned to work and paid at the employee's regular rate for the hours on administrative leave during the employee's regular scheduled shift.
2. If the test results are negative, and the University determines that additional investigation is needed, the employee may remain on administrative leave without pay pending the outcome of the University's investigation.
3. If the test results are positive, the employee will remain on administrative leave without pay during any further investigation by the University and until a determination is made regarding disciplinary action.

Section B.

For employees found to be in violation of the policy the following will be applicable:

1. 1st violation: Employees will be subject to disciplinary action up to and including dismissal. If it is decided by the University that the employee will be retained, the employee will be required to participate in a treatment program that is acceptable to the University, and the following will apply:
 - a. The employee will account for the absence for treatment through Article 12, Sick Leave, and Article 13, Unpaid Leave, as appropriate.
 - b. Any costs associated with the treatment program are the employee's responsibility, part or all of which may be covered under applicable insurance plans.
 - c. The employee must provide evidence acceptable to the University of successful treatment program participation and completion. Upon successful completion, the employee will be permitted to return to work.

- d. Upon return to work, the employee will be subject to future follow-up testing at times determined by the University as follows:
 - i. Up to four times in a 12-month period for alcohol related violations of the policy; and/or
 - ii. Up to eight times in a 24-month period for non-alcohol related violations of the policy.
- 2. 2nd violation: Employees who test positive during the follow-up testing period in Section B1d or who otherwise violate the policy within 10 years of their return to work, will be immediately discharged from University employment.

ARTICLE 29

POLICE AND SECURITY WORK

Section A. Non-bargaining unit employees

University employees outside of the bargaining unit, including but not limited to supervisory employees and student auxiliary officers, may perform work that is the same as or similar to that of employees in the bargaining unit to the extent that such work: is part of their normal duties; is for instruction and demonstration; is in exigent situations; or when a bargaining unit employee is not readily available.

Section B. Contracting Out

- 1. The University has the right to contract out work that is the same or similar to work that is performed by employees in the bargaining unit, in the following circumstances:
 - a. To provide supplemental police services at University events, and in exigent situations, to meet operational needs;
 - b. To provide security services to meet operational needs.
- 2. The University will not contract out work that will result in the layoff of employees or in lieu of the recall of employees as specified in Article 30, Layoff.
- 3. Nothing in this Agreement will limit the University's management right to determine the physical layout, machines, technology, tools, equipment, energy or

labor-saving devices to be used, nor will anything contained herein limit the University's management right to discontinue or reduce services or to purchase or use new, refined or different products or materials in providing services to members of the University community.

4. Nothing contained herein will limit the University's rights with respect to layoff, except for contracting out work as provided in Section B2 of this Article. However, the University will not be required to maintain any level of staffing in the bargaining unit.

ARTICLE 30

LAYOFF

Subject to the provisions of this Article, a layoff is a termination of an employee as a result of a lack of work or funds, a reorganization, or a reduction in operations, as determined by the University at its sole discretion. Layoffs occur by campus location.

Section A. Regular part-time employees

The University may layoff regular part-time employees. In such a case, employment is terminated effective the date of the layoff and these employees are not subject to the provisions in Section B.

Section B. Full-time employees

The following provisions apply to full-time employees only.

1. In lieu of layoff, the University will offer an employee the opportunity to laterally transfer to a different campus location as identified by the University, provided the University determines such an opportunity is available. The University need not consider other employee requests for lateral transfer prior to offering a lateral transfer in lieu of layoff. An employee laterally transferred in lieu of layoff is not considered laid off and the provisions of this Article do not apply.
2. Order of Layoff
Layoffs will be made by campus, by classification title, and in classification seniority order, so that employees with the least seniority within the title at the campus are laid off first.
3. Notice of Layoff

Written notice of layoff will be provided to an employee thirty (30) calendar days prior to the date of layoff. This notice will include whether the layoff is anticipated to last less than 120 calendar days. At the discretion of the University, the employee may be required to work from the time of notice to the effective date of the layoff. If the employee is not required to work this thirty (30) calendar days notice period, the employee may utilize appropriate paid time off to continue in pay status for this period.

4. Layoff Provisions

The following provisions apply to a full-time employee who has been laid off:

- a. The employee is eligible to use the Employee Assistance Program during the 120 calendar days following the date of layoff;
 - b. The employee has educational privileges for 120 calendar days following the date of layoff;
 - c. If recall to regular full-time employment is not anticipated within 120 calendar days from the date of layoff, the employee will receive the cash equivalent of accumulated vacation as of the date of layoff, up to the applicable maximum accumulation in accordance with Article 8, Vacation.
 - d. If recall is anticipated within 120 days from the date of layoff, the following conditions apply:
 1. At the employee's option all or part of the accumulated vacation may be carried over until the return to regular full-time employment;
 2. If the employee elects to receive payments for all or part of the cash equivalent of accumulated vacation it will be paid out in a lump sum;
 3. Employees who have completed their probationary period will receive pay for any of the holidays observed by the University occurring within the first 30 calendar days of layoff.
5. Employees who have not completed their probationary period will receive pay for any of the following holidays observed by the University occurring during the first 30 calendar days of layoff:
 - New Year's Day
 - Martin Luther King Jr. Day

- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Thanksgiving Day
- December 25th

6. Recall

- a. Employees are eligible for recall to the campus location from which they were laid off for up to one year from their date of layoff. If the employee is not recalled during this one-year period, then employment is terminated.
- b. 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 will mail a notice of recall to the employee's last known address. Such mailed notice will be by certified mail. If an employee is not given notice of recall at time of layoff, such notice will be made (or post-marked) at least thirty (30) calendar days prior to the date the employee is to report back to work, unless waived by mutual agreement of the employee and supervisor. If the employee does not report for work as indicated on the recall notice, then employment is terminated.
- c. Recall of employees will be conducted in classification seniority order with the most senior employees within the classification title recalled first.

ARTICLE 31

EMPLOYEE BENEFITS

Section A. With the exception of Basic Life Insurance as provided in Article 32, the following applies to full-time employees:

1. Full-time employees will be eligible to participate in the same University benefit plans offered to full-time staff not covered by a collective bargaining agreement, at the applicable time and according to the same terms, conditions, and employee premium contributions.
2. University policy HR54, Continuation of Group Insurance After Age 60, Age 65, and after Retirement or Death, will apply to full-time employees on the same basis as non-represented full-time staff not covered by a collective bargaining agreement.
3. The University, at any time, will have sole, exclusive, and unilateral authority to

determine, modify, or discontinue the types of benefits, the benefit vendors, eligibility rules, terms, conditions, and the employee premium contributions for all University benefit plans.

Section B. The following applies to regular part-time employees:

1. Regular part-time employees will be eligible for healthcare coverage to the extent required by law. Healthcare coverage and employee premium contributions for eligible part-time employees will be the same as those for eligible University part-time staff employees not covered by a collective bargaining agreement.
2. The University, at any time, will have sole, exclusive, and unilateral authority to determine, modify, or discontinue the types of health care coverage, including vendors, terms, conditions, and the employee premium contributions.

Section C. Retirement Plans

1. To the extent allowed by law, full-time and regular part-time employees will be eligible to participate in the same University retirement plans offered to and on the same basis as non-represented full-time and part-time staff not covered by a collective bargaining agreement.
2. To the extent allowed by law, the University, at any time, will have sole, exclusive, and unilateral authority to determine, modify, or discontinue the types of retirement plans, including vendors, terms, conditions, and the employee and employer contributions.

Section D. In consideration for the right to participate in the employee benefits provided in this Article, the Union expressly and unequivocally waives and relinquishes any right it may have to request or demand that the University bargain with the Union over any addition, modification, or discontinuation of: the types of benefits, benefit vendors, eligibility rules, terms, conditions, and employee contributions.

ARTICLE 32
BASIC LIFE INSURANCE

Through and including December 31, 2024, each full-time employee will be covered by a University-paid group-term basic life insurance policy in the amount of \$125,000. Such coverage is effective on the date full-time employment in the bargaining unit begins and ends

on the date the employee is no longer in the bargaining unit.

Effective January 1, 2025, each full-time employee will be covered by a University-paid group-term basic life insurance policy in the amount of \$50,000. During Benefits Open Enrollment in 2024, each full-time employee will have a one-time option to select into the University-paid group-term basic life insurance policy for an additional amount of \$150,000. If an employee selects this additional coverage, it will be effective January 1, 2025.

Employees hired on or after January 1, 2025, will have a one-time option, at time of initial benefit selection, to select the University-paid group-term basic life insurance policy for an additional amount of \$150,000.

Employees who select the additional \$150,000 coverage may withdraw from that additional coverage, however the decision to withdraw is irrevocable.

ARTICLE 33 **EDUCATIONAL PRIVILEGES**

1. Full-time employees will be eligible for the same educational privileges for employees and their eligible dependents as provided to full-time staff not covered by a collective bargaining agreement.
2. The University, at any time, will have sole, exclusive, and unilateral authority to determine, modify, or discontinue educational privileges for employees and/or their dependents; to the extent required by any act of the General Assembly or in order to receive any appropriation from the Commonwealth of Pennsylvania.
3. In consideration for these educational privileges the Union expressly and unequivocally waives and relinquishes any right it may have to request or demand that the University bargain with the Union over any addition, modification, or discontinuation of the educational privileges referenced in this Article for the term of this agreement.

ARTICLE 34

VEHICLE REGISTRATION FEE

The registration fees for parking on University premises will be the same as the fees in effect for University staff employees not covered by a collective bargaining agreement.

ARTICLE 35

PERSONNEL FILES

1. Employees will be allowed to review their personnel files upon written request to the University. Such review will be scheduled within fourteen (14) calendar days and will be conducted in the presence of a designated University representative.
2. To maintain the security of employee personnel files, an employee will be permitted to make notes from the file but shall not be permitted to remove the file or portions thereof. Upon request, a copy of the file will be made available to the employee within fourteen (14) calendar days.
3. An employee may dispute any information in their personnel file by writing a letter to their supervisor setting forth the basis for the objection; a copy of such letter will be placed in the personnel file at the employee's request.
4. Technology, i.e. videoconferencing, may be utilized to meet the obligations under this Article.

ARTICLE 36

RESIDENCY REQUIREMENT

During the term of this Agreement, there shall be no residency requirement; bargaining unit members are expected to report to their assigned work location as directed and meet their obligations under this Agreement regardless of the location of the bargaining unit member's residence.

ARTICLE 37

NONDISCRIMINATION

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership or non-membership in the Union or activities on behalf of the Union. Both the University and the Union, with regard to any employee or applicant for employment covered by this Agreement, shall comply with applicable laws and validly issued regulations regarding discrimination because of such individual's age as defined by law, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, gender identity, or veteran status. Further, the University shall take affirmative action to employ and advance in employment individuals without regard to age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, gender identity, or veteran status. Nothing in this Section shall be construed to permit activities which interfere with the operations of the University or violate this Agreement.

ARTICLE 38

BI-ANNUAL LEADERSHIP MEETING

In support of continuing positive labor-management relations, twice per year, the leadership of University Police and Public Safety and Union Leadership will meet and discuss areas of mutual concern and interest. This meeting does not replace any existing or future informal meetings between the Chief of Police, and/or their designee, and the PSUPOA President, and/or designee.

ARTICLE 39
TERM OF THE AGREEMENT

Section A. This entire Agreement will continue in full force and effect to and including June 30, 2028 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 150 calendar days prior to the date of expiration.

Section B. The written notices required by Section A of this Article will be mailed to the receiving party at the following addresses:

1. To the University:
Senior Director of Labor and Employee Relations
Penn State Human Resources
The 331 Building, Suite 136
University Park, PA 16802
2. To the Union:
PSUPOA
208 Liberty Street
Harrisburg, PA 17101

Such notices will be considered effective if postmarked on or before midnight of the last day for giving of the notice as set forth in Section A of this Article.

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

THE PSU-POLICE OFFICERS ASSOCIATION

BY:



Brian Kennedy
President

THE PENNSYLVANIA STATE UNIVERSITY

BY:



Sarah Thorndike
Senior VP Finance & Business/
Treasurer