# AGREEMENT

**between**

**OPEIU LOCAL 153**

**and**

**THE PENNSYLVANIA STATE UNIVERSITY**

**October 1, 2025**

**through**

**September 30, 2028**

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## AGREEMENT

THIS AGREEMENT made and entered into this first day of October, 1, 2025 by and between THE PENNSYLVANIA STATE UNIVERSITY (hereinafter referred to as the "University"),

AND

OPEIU LOCAL 153 (hereinafter referred to as the "Union").

## PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the University and the Union, the establishment of equitable employment conditions, the establishment of an orderly and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE I
## RECOGNITION

Section 1-1. The University hereby recognizes the Union as the exclusive bargaining representative of the employees, as defined in Section 1-2, hereof, at campuses of the University College, Abington College, Altoona College, Behrend College, Berks College, Capital College, and at University Health Services at the Student Health Center for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment pursuant to certification by the Pennsylvania Labor Relations Board, in Case No. PERA-R-87-199-E, dated June 21, 1988 and this Agreement shall apply only to such employees.

Section 1-2. The bargaining unit shall consist of a subdivision of the employer unit comprised of all full-time and regular part-time college health nurses working at the campuses of the University College, Abington College, Altoona College, Behrend College, Berks College, Capital College and at University Health Services at the Student Health Center of the University, including nurse practitioners and head nurses, and excluding all other employees, including supervisors, first level supervisors, management level employees and confidential employees as defined in the Act.

Section 1-3. For purposes of this Agreement, employees are hereby classified into the following categories:

(a) Full-time Employee - A full-time employee shall mean (1) an employee who is hired on a full-time position (Standing or Fixed Term I) which is intended to continue and consist of at least forty (40) hours of work each week for at least six (6) months every twelve (12) consecutive calendar months, or (2) an employee who is hired on a 75% to 99% full-time-equivalent (FTE) position (Standing or Fixed Term I) as calculated on an annual basis from July 1 through the following June 30. Terms and conditions of employment for such 75% to 99% FTE positions shall be in accordance with this Agreement and applicable University policy.

(b) Part-time Employee - A part-time (wage payroll) employee shall mean an employee who works an average of less than forty (40) hours per week but at least two hundred eight (208) hours for six (6) months in a twelve (12) consecutive calendar month period, or who is hired on a position established by the University which is intended to continue and consist of at least two hundred eight (208) hours but less than one thousand forty (1040) hours for at least six (6) months every twelve (12) consecutive calendar months.

(c) Temporary Employee - A temporary (wage payroll) employee shall mean an employee whose work is intended to last for less than six (6) months in a twelve (12) consecutive calendar month period, or one who is replacing an employee on leave of absence.

Section 1-4. This Agreement shall apply only to Full-time and Part-time employees as defined in Section 1-3. If an employee satisfies or fails to satisfy the definitions herein, the employee's status shall be adjusted accordingly, effective at the time of such determination, and the Union shall be so notified in writing.

## ARTICLE II
## UNION SECURITY

Section 2-1. All employees who are, or who become, members of the Union on or after the effective date of this Agreement, shall maintain their membership in the Union during the term of this Agreement as a condition of continued employment; provided, however, that any employee who has joined the Union may resign her/his membership therein during the fifteen (15) calendar days prior to the expiration of this Agreement. The payment of membership and collective bargaining dues while a member shall be the only requisite employment condition.

Section 2-2. An employee who has joined the Union pursuant to Article II, Section 2-1, and who fails to maintain membership in good standing as required by this Article II shall, within thirty (30) days following receipt of a written demand from the Union to the University and to the affected employee requesting her/his discharge, be discharged if, during such period, the required membership and collective bargaining dues have not been paid.

Section 2-3. The University agrees to furnish the Union and the local president each month with names of all newly hired employees, their addresses, work areas, job titles, and their dates of hire. In addition, the University shall provide on a monthly basis, a list indicating the name of all newly hired temporary employees with their dates of hire, any employee (full- or part-time) who terminated employment, transferred permanently to a different work area, or was on leave of absence during the quarter, along with corresponding dates and work areas.

## ARTICLE III
## DEDUCTION OF DUES

Section 3-1. Upon receipt of a written authorization from an employee, the University shall, pursuant to such authorization, deduct the standard amount of membership and collective bargaining dues from the compensation due said employee starting with the first month next following the receipt by the University of the written authorization from such employee.

Section 3-2. An employee who does not submit a written authorization form for deduction of membership and collective bargaining dues, but who is a member of the Union, must continue to make payments to the Union, as a condition of continued employment in accordance with Section 2-1 of Article II.

Section 3-3. The University shall not be obligated to make membership and collective bargaining dues deductions of any kind from any employee who, during any University pay period involved, shall have failed to receive sufficient compensation to equal the other deductions from the employee's compensation plus the membership and collective bargaining dues deduction.

Section 3-4. The University shall be relieved from making such membership and collective bargaining dues deductions from an employee upon: (a) termination of employment; (b) permanent transfer or promotion to a position other than one covered by this Agreement; (c) layoff from work; (d) an unpaid leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return to work of the employee from any of the foregoing enumerated absences, the University will immediately resume the obligation of making said deductions, except that deductions for terminated employees or employees permanently transferred or promoted to a position other than one covered by this Agreement shall be governed by Section 3-1 hereof.

This provision, however, shall not relieve an employee falling within Section 3-4(c), (d) or (e), above of the obligation to make payment of the required membership and collective bargaining dues pursuant to the Union Bylaws in order to remain in good standing as a condition of continued employment.

Section 3-5. Each month the University shall remit to the Union all deductions for membership and collective bargaining dues made from the compensation of the employees from the preceding month together with a list, or lists, whichever is most practical for the University, of all employees for whom such deductions are made, which list, or lists, shall indicate the amount of the deduction or a computer code designation indicating the reason why the deduction was not made.

## ARTICLE IV
## STRIKES AND LOCKOUTS

Section 4-1. There shall be no strikes, picketing, slow downs, cessation of work, or interruptions of operations at the University by the employees or lockouts by the University during the term of this Agreement.

Section 4-2. The Union shall not authorize or ratify any strikes, picketing, slowdowns, cessation of work, or interruptions of operations at the University. Should any employee engage in such conduct without Union authorization or ratification, the Union shall be obligated to endeavor within twenty-four (24) hours after receipt of written notice thereof from the University to bring about a cessation of such conduct. Employees who have engaged in such conduct shall be subject to discharge or other discipline.

Section 4-3. The University shall not order, authorize, or ratify a lockout during the life of this Agreement. Should any lockout occur, the University, in good faith, shall endeavor within twenty-four (24) hours after receipt of written notice thereof from the Union, to terminate the lockout and reinstate the employees.

## ARTICLE V

## UNION ACTIVITIES

Section 5-1. No employee shall engage in any Union activity related to the Union's economic and general welfare program, including the distribution of literature, which could interfere with the performance of work during her/his working time; nor shall any employee engage in any such activity in working areas of the University, at any time, except as provided in this Article V.

Section 5-2. Representatives of the State Union after receiving prior permission from the Manager of Labor and Employee Relations, or a duly authorized representative, shall be entitled to meet with employees on University premises for the purpose of handling grievances and attending Union/Management Committee meetings. Such meetings shall be held in a location and at a time mutually agreeable to the University and the Union and, to the extent reasonably possible, such meetings shall occur during the involved employees' non-working time. In the event it is necessary for such a meeting to occur during an employee's working time, the employee shall receive or not receive compensation in accordance with the provisions of this Article V or in accordance with the provisions of Article VII, VIII, or IX, whichever is applicable. An employee shall leave her/his work only with her/his supervisor's prior permission.

Section 5-3. The Union and its representatives may hold a meeting with employees in the bargaining unit on the premises of the University with the prior approval of the Manager of Labor and Employee Relations, or a duly authorized representative, if space is available.

Section 5-4. The University agrees to provide the Union with bulletin board space in the nurses' office in University Health Services for the purpose of enabling the Union to post Union notices applicable to employees. Such bulletin board space shall be at least eighteen (18) inches by twenty-four (24) inches in size and, as determined by the University, shall be either a portion of an existing University bulletin board or a portion of a new bulletin board. All notices of the Union posted on such bulletin board space shall remain within the designated eighteen (18) inches by twenty-four (24) inches space.

If any notices are posted that are detrimental to the interests of the University or derogatory to the University, such notices shall be removed immediately by the Union upon request by the University to the Union. Notices shall be posted by the Union's Local Unit Representatives at times other than their University working hours. There shall be no other general distribution, posting by employees of pamphlets, advertising, political matters, notices, or other kinds of literature upon the premises of the University without the written consent of the University.

Section 5-5. The University recognizes the right of the Union to designate a reasonable number of Local Unit Representatives from the bargaining unit; provided, however, the number of such Local Unit Representatives so designated by the Union shall not exceed a total of five (5) at any one time. Unless designated as such by the Union in accordance with this Section 5-5, officers of the local unit (up to four) shall not be considered to be "Local Unit Representatives" for purposes of this Agreement.

For each of the following areas of responsibility, the Union may designate one (1) Local Unit Representative from a work area within such area of responsibility:

1. Altoona, Behrend, DuBois, and Shenango
2. Beaver, Fayette, Greater Allegheny, and New Kensington
3. Abington, Berks, Harrisburg, Lehigh Valley, and Mont Alto
4. Schuylkill, Hazleton, Wilkes-Barre, and Worthington Scranton
5. University Health Services at the Student Health Center

The Union agrees to provide the University with the name and work area of each Local Unit Representative and each officer of the local unit within thirty (30) calendar days following the Union's designation of the respective Local Unit Representatives or the election of officers.

Section 5-6. A Local Unit Representative shall be permitted reasonable time to investigate or participate in the processing of grievances in accordance with the grievance and arbitration articles of this Agreement. The Local Unit Representative shall make arrangements with her/his supervisor before making such investigations and shall also make arrangements with the supervisor of the employee to whom the Local Unit Representative is rendering assistance.

## ARTICLE VI

## MANAGEMENT RIGHTS

Section 6-1. It is understood and agreed that the University shall have the right to manage and operate its business and operations in such manner as it sees fit except to the extent restricted or prohibited by the express and specific terms of this Agreement. The listing of specific rights to this Article VI 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 powers enumerated in Section 6-2 of this Article VI are illustrative only and are not meant to limit the effectiveness of this general statement of management rights.

Section 6-2. It is understood and agreed that except as expressly and specifically restricted or prohibited by the terms of this Agreement, 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; direction of the work force; the determination of the number of persons to be employed or retained in employment; the establishment and maintenance of standards of performance; the determination of the work to be performed; the determination of the physical layout, machines, tools and equipment to be used in the operational schedules; the determination of the number of shifts to be worked; the determination of the duties to be included in any job; the elimination, change or consolidation of jobs, work areas, or subdivisions thereof; the reduction of the work force because of lack of work or administrative reasons; and the suspension, demotion, or discharge of employees for just cause. The University agrees that in the exercise of its functions, powers, responsibilities and authorities it

shall 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 VII
## PROFESSIONAL NURSING PRACTICE COMMITTEE

Section 7-1. Up to three (3) nurses selected by the Union may meet and discuss with representatives of the University issues dealing with the implementation of this Agreement, professional practice issues, and other labor-management issues that may arise. The Union agrees that it shall endeavor to select nurses attending a meeting to ensure representation from University Health Services and campus work areas defined in this Agreement.

Section 7-2. Such meetings shall be held at least semi-annually. Additional meetings or fewer meetings may be scheduled by mutual agreement of the University and the Union. When possible, the parties shall exchange proposed agenda items in advance of each meeting.

Section 7-3. Representatives of the State Union may attend meetings held under this Article VII. The Union shall notify the University in advance of each semiannual meeting, or each mutually agreed to meeting requested by the Union, indicating the State Union and/or employee representatives attending.

Section 7-4. It is understood that the Union shall have, in the context of this committee, the opportunity to provide direct input to nursing administration on the subjects referenced in Section 7-1. Any decisions and determinations with respect to any matters discussed at such meetings shall remain with the University and the University's decision shall be deemed final.

Section 7-5. The employees participating in the above meetings shall receive pay for any regular work time missed while traveling to or from and attending meetings requested by the University and for the semi- annual meetings.

## ARTICLE VIII
## GRIEVANCE PROCEDURE

Section 8-1. A grievance shall be defined as a dispute concerning the application, meaning or interpretation of this Agreement. All grievances shall be settled in accordance with the grievance procedure. If a grievance is once settled at any stage of the grievance procedure, it shall be considered closed.

Section 8-2. A grievance shall be processed and disposed of in the following manner:

Step 1. The employee shall present her/his grievance orally or in writing to the employee's immediate supervisor and discuss it with the immediate supervisor and/or the next higher supervisor with or without the presence of a Local Unit Representative or representative from the State Union, at the

employee's discretion, within seven (7) calendar days after the grievant becomes aware or should have become aware of the circumstances giving rise to the grievance; the answer of the immediate supervisor and/or the next higher supervisor shall be given to the employee within seven (7) calendar days following the discussion.

Step 2. A grievance not settled at the First Step shall be reduced to writing, citing the specific Article and Section of the Agreement grieved on a form mutually agreed to by the parties, and submitted to the office of the nursing director or campus administrative officer as applicable within ten (10) calendar days following the answer given by the immediate supervisor and/or next higher supervisor as provided in Step 1 above. The nursing director or campus administrative officer as applicable, or her/his designee, shall answer the grievance in writing within ten (10) calendar days following the date of receipt of the written filing, or if a Second Step meeting is held, within ten (10) calendar days following the meeting.

Step 3. If the grievance is not settled at the Second Step, the grievance may be presented at the Third Step. The grievance shall be in writing and submitted to Penn State Human Resources at University Park within fourteen (14) calendar days following receipt of the answer at the Second Step. The cognizant vice president, or her/his designee shall answer the grievance in writing within fourteen (14) calendar days following the date of receipt of the written filing or, if a Third Step meeting is held, within fourteen (14) calendar days following the meeting.

Section 8-3. A grievance meeting shall be held following filing at any step in the grievance procedure after Step 1, if requested by either party. Such request for a meeting shall be made in writing within three (3) calendar days of the request to proceed to any Step, and the meeting shall be held within ten (10) calendar days following the date of receipt of the written request for the meeting.

Section 8-4. A grievance meeting shall be attended by the grievant or in the case of a group grievance up to three (3) of the aggrieved employees and, respectively, at the employee's or three (3) employees' discretion, a Local Unit Representative or representative from the State Union. The meeting shall be chaired by the Manager of Labor and Employee Relations or her/his designee. The University, the Local Unit, and the Union may invite such person or persons as are intended to resolve the dispute and/or to present testimony at the meeting in order to ascertain the facts.

Section 8-5. A grievance of the Union against the University shall, upon written notice of the Union to the University, enter at the Third Step of the grievance procedure.

Section 8-6. Holidays, as specified in Article XXII, Section 22-1, shall not be applied in computing time limits under this Article VIII, and all time limits herein specified shall be deemed to be exclusive of Saturdays and Sundays if the final day of any time limit herein specified falls on a Saturday or a Sunday.

Section 8-7. All time limits herein specified may be extended solely by agreement of the University and the Union in writing. Failure on the part of the University to answer a grievance at any Step shall not be deemed acquiescence thereto, and the Union may proceed to the next Step.

Section 8-8. A Local Unit Representative, the aggrieved employee or employees, and witnesses, shall be permitted reasonable time in the investigation, participation, or processing of grievances in accordance with the grievance procedure, Article VIII, and/or the arbitration procedure, Article IX, of this Agreement, on the University's premises without loss of time or pay during their regular working hours; provided, however, that the University is not required to grant time off for travel, and in the event such time off is granted, the absence shall be charged to the individual's appropriate paid time off balance.

Section 8-9. Employees attending meetings pursuant to the provisions of this Article VIII as grievants, Local Unit Representatives or witnesses shall be reimbursed at their normal rates of pay for any normal work time missed for such meetings.

Section 8-10. Upon mutual consent, at the time of the submission of the demand for arbitration the parties may request the appointment of a state mediator to assist the parties in attempting to resolve the dispute without the necessity of going to arbitration. The parties will have thirty (30) calendar days to attempt to resolve the dispute by way of the process, unless extended by mutual consent of the parties. This process will not delay the selection of the arbitrator or the process of moving the case to arbitration. Any recommendations of the mediator are not binding on the parties and evidence of such recommendations may not be introduced into evidence at arbitration.

## ARTICLE IX
## ARBITRATION

Section 9-1. A grievance as defined in the grievance procedure which has not been resolved thereunder may within ten (10) calendar days after the completion of Step 3 of the grievance procedure be referred to arbitration by the Union or the University giving written notice to the other.

Section 9-2. If within five (5) calendar days of receipt of the notice, the parties cannot agree upon the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either party to send a list of seven suggested arbitrators. The parties shall select the arbitrator from such list by each party alternately removing one name from the list until one name remains. A coin flip shall decide which party strikes the first name. The parties shall bear equally any fees of the Federal Mediation and Conciliation Service required in order to obtain a list of arbitrators.

Section 9-3. The decision of the arbitrator shall be final and binding and the arbitrator shall be requested to issue the decision within thirty (30) days after the completion of testimony and argument.

Section 9-4. The expenses for the service of the arbitrator shall be borne equally by the University and the Union. Stenographic service may be employed in connection with the arbitration at the discretion of either party at its expense. If the parties mutually agree upon stenographic service, the expenses therefore shall be borne equally by the University and the Union.

Section 9-5. There shall be no right to obtain and no arbitrator shall have any power to award or determine any change in, modification, or addition to, or subtract from, any of the terms of this Agreement. Provided, however, nothing herein contained shall be deemed to limit the right of an arbitrator to interpret the terms of this Agreement and clarify apparent inconsistencies therein.

Section 9-6. In a discharge case, the arbitrator shall have the authority to sustain the discharge, or if she/he finds that the discharge was not proper, she/he shall have the authority to order reinstatement and compensation for time lost in whole or in part, or to find that the penalty imposed upon the employee was too severe and award a less severe penalty.

## ARTICLE X
## DISCIPLINE AND DISCHARGE

Section 10-1. The University shall have the right to discipline or discharge an employee for just cause. The employee disciplined or discharged may file a grievance in accordance with the grievance procedure, Article VIII, of this Agreement. In the event of a discharge, the grievance may be initially filed at Step 3 of the grievance procedure.

Section 10-2. Except in the case of summary discharge, i.e. without three (3) active warning letters issued prior to dismissal action, the University shall issue warning letters to an employee it is disciplining, either with respect to standards of performance as an employee or as a registered nurse, in accordance with the following procedure:

(a) A meeting between the employee and the supervisor shall be held at which time the supervisor shall review and develop the facts, and if the facts warrant, shall inform the employee that the employee is failing to meet acceptable standards of performance and that dismissal will result if such standards are not met.

(b) Within three (3) work days after the meeting, the supervisor shall give to the employee a warning letter, with a copy to the Manager of Labor and Employee Relations, informing the employee of the date of the meeting above-mentioned, the manner in which the employee is failing to meet acceptable standards of performance, and that further discipline including discharge may result if such standards are not met.

(c) If an employee receives three (3) warning letters, the employee shall be discharged; provided, however, that if an employee does not receive a warning letter for a twelve (12) month period, all warning letters received prior to said twelve (12) month period shall not be considered as one (1) of three (3) warning letters toward discharge.

(d) The University shall notify the Union in writing of the discharge, the reason therefore, and submit to the Union a copy of the third warning letter given to the employee.

Section 10-3. At University Health Services, an employee requested to attend a meeting with her/his supervisor under this Article, Section 10-2(a), may at the option of the employee, have a local Unit Representative present during the meeting; at other work areas, an employee may have present another University employee of the employee's choosing from the employee's work area, or a Union Labor Representative if reasonably available in person or telephonically, or a local Unit Representative if reasonably available telephonically.

## ARTICLE XI
## PERSONNEL PRACTICES

Section 11-1. An employee's personnel files maintained by the University shall be subject to review by the employee in accordance with Pennsylvania Act 286 of 1978.

Section 11-2. All internal correspondence to an employee regarding conduct or performance, warning letters, letters of commendation, and formal performance evaluations may not be placed in the employee's official personnel file unless the employee shall have had an opportunity to review the material and sign it; such signature by the employee shall not indicate concurrence in its contents. The employee shall have the right to submit two copies of a written statement concerning any material she/he finds objectionable, within thirty (30) days of the receipt of such material. One (1) copy of such statement shall then become part of the employee's official personnel file and one (1) copy shall be provided to the employee's supervisor.

Section 11-3. Formal performance evaluations will be conducted prior to the completion of the employee's probationary period and, thereafter, at least once each employment year. The employee shall participate in a review of the evaluation with the supervisor who performed the formal evaluation. Any written documentation or notation used in the preparation of the formal performance evaluation shall be included in the review of the evaluation with the employee.

Section 11-4. An employee shall have the right to review those contents of the employee's official personnel file which have been added since she/he became an employee. At University Health Services, if the employee so desires, this review can be made with a Local Unit Representative or representative from the State Union present; at other work areas, with a representative from the State Union present. The right of review shall not apply to pre-employment materials.

Notice to review her/his file shall be given by the employee in writing to her/his supervisor and the file or a copy thereof shall be made available to the employee preferably within two (2) work days but not later than within seven (7) work days after receipt of such notice, at a time during the normal working hours of the office where the file is maintained; provided, however, that the seven (7) work days may be extended by request of the employee to a later mutually agreeable date. An employee shall not utilize these rights in an abusive or excessive manner.

For the purpose of handling grievances and/or arbitration, except for internal budget or payroll documents, the employee shall be supplied with copies of any items in the employee's personnel file which are necessary for the resolution of the grievance and/or the arbitration proceeding, upon request by the employee.

Section 11-5. In the event the University receives a reference request concerning an employee and unless the employee has authorized in writing that additional information may be released, the University shall provide only such information as will confirm that employee's dates of employment at the University and position held.

Nothing in the preceding sentence shall be construed or interpreted to restrict in any way the right of an individual supervisor or other member of management to provide such information as she/he deems appropriate in response to a reference request directed to the supervisor or member of management by name.

As used in this Section 11-5, the term "reference request" shall mean a written inquiry from a prospective employer concerning an employee's employment history at the University.

## ARTICLE XII
## SENIORITY

Section 12-1. Full-time and part-time employees shall accrue three (3) kinds of seniority as follows:

(a) University Seniority
(b) Bargaining Unit Seniority
(c) Work Area Seniority

Section 12-2. University seniority is defined as all continuous full-time or part-time service with the University including, as applicable, periods of layoff and leaves of absence without pay. University seniority commences after completion of the employee's probationary period and is retroactive to the date of last hire with the University.

University seniority shall be used to determine the amount of layoff in accordance with Section 12-6(f) of this Article XII, prior to termination of employment.

Section 12-3. Bargaining unit seniority is defined as all full-time or part-time service in the bargaining unit from date of last hire, including periods of layoff and leave-of-absence without pay. Bargaining unit seniority does not commence for a probationary period employee but retroactive credit to the date of last hire is given when the probationary period is completed.

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

(a) To determine the order of layoff in accordance with the provisions of this Agreement concerning layoff.

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

Section 12-4. Work area seniority is defined as all continuous full-time or part-time service in a work area, while a member of the bargaining unit, from the date of last hire in the work area, including, as applicable, periods of layoff and leaves of absence without pay. An employee who transfers voluntarily to another work area in

the bargaining unit shall receive credit for work area seniority in the new work area equivalent to one-half (1/2) the employee's bargaining unit seniority effective the date of the transfer. An employee who involuntarily is transferred to a new work area in the bargaining unit shall receive credit for work area seniority in the new work area equivalent to the employee's work area seniority in the former work area effective the date of the transfer. If the employee transfers permanently out of the bargaining unit and returns for any reason to the bargaining unit and to her/his former work area on a permanent basis, such employee shall receive credit for work area seniority accrued prior to the transfer from the bargaining unit and her/his work area.

Work area seniority shall be used to determine vacation times and other times off in the same work area in accordance with the provisions of this Agreement from among the times made available by the University.

Section 12-5. Part-time employees shall accrue University, bargaining unit, and work area seniority based upon actual hours paid; provided, however, in the event of unpaid leave or layoff, seniority shall accrue on a prorated basis of the part-time employee's average hours paid over the thirteen (13) consecutive pay periods immediately prior to the beginning date of the unpaid leave or layoff.

Section 12-6. Termination of seniority and employment shall result for any of the following reasons:

(a) Where an employee quits.

(b) Where an employee is discharged for just cause.

(c) Where an employee is absent from work for three (3) consecutive work days without properly notifying the University.

(d) Where an employee fails to return to work after physically being able to do so following a leave of absence for illness or injury.

(e) Where an employee fails to return from leave of absence on the date required, or misrepresents her/his reason for a leave of absence.

(f) Where an employee is laid off for a continuous period equal to the University seniority the employee has acquired at the time of layoff, but not exceeding two (2) years, whichever is less.

For the purpose of this Article, Section 12-6, subsections (c), (d), and (e), termination of seniority and employment shall not result if the employee can demonstrate that an emergency prohibited her/him from complying with the above enumerated subsections and that it was impossible for the employee to give proper notification to the University.

Section 12-7. Where employees share a common bargaining unit or work area seniority date, the seniority order of such employees shall be determined at the date of last hire of the employees in the bargaining unit or work area, as appropriate, by a lottery draw. Once an employee's seniority order is determined, the employee shall retain that relative position on the seniority list until the seniority is broken by termination or permanent transfer of the employee.

Section 12-8. A Local Unit officer who is a full-time employee shall have bargaining unit seniority that supersedes all other employees in the Local Unit officer's job title, i.e., nurse or CRNP, within the Local Unit

officer's work area for layoff purposes only. This superseniority shall be contingent upon active service as a Local Unit officer. In the event there are more Local Unit officers with superseniority than positions to be filled, the determination of which Local Unit officers shall have superseniority shall be determined by the Local Unit officers' bargaining unit seniority.

## ARTICLE XIII
## LISTS

Section 13-1. Seniority lists, giving the names of all full-time and part-time employees in the bargaining unit and the dates their bargaining unit seniority commenced, shall be prepared effective January 1 of each year. At University Health Services, one copy shall be posted on the Union's bulletin board space; at other work areas, one copy shall be furnished to each employee; and one copy shall be furnished to the Union.

## ARTICLE XIV
## REDUCTION IN FORCE

Section 14-1. In the event the University reduces the number of employees in a work area, temporary and probationary employees in the work area shall be released first in that order. Any additional reduction in the work area shall be in inverse order of bargaining unit seniority, provided the employees remaining in service have the required qualifications and are willing to work the days and hours of the available positions and are able to perform the work that remains to be done. The University is not obligated to provide additional training to an employee who is unable to perform the work. If an employee is to be retained who has less seniority than one who is to be laid off, the University shall state the reasons therefore in a notice to the Union and the employee retained and the employee laid off; as soon as the reason ceases to exist, the exception will be ended.

Section 14-2. If a temporary employee is replaced who was assigned to a position held by an employee on leave of absence, the employee on leave shall assume her/his position at the end of the leave, if the employee on leave has bargaining unit seniority greater than that of the employee then holding the position.

Section 14-3. The University shall endeavor through advance planning to make any reduction in force through attrition. In the event any reduction in force should result in a layoff from the University, the University shall notify the employee and the Union at least sixty (60) calendar days in advance of the layoff, provided that lesser notice may be given in the event of unforeseen, nonprocedural circumstances.

Section 14-4. A full-time employee on layoff shall:

(a) Maintain all group healthcare and insurance coverages in which enrolled for the first 120 calendar days of the employee's layoff by payment on return to work by monthly payroll deductions of an amount twice the employee's normal payroll deductions for such coverages until the amount of the normal contributions due during the layoff is paid, unless the employee notifies the University in writing prior to the date of the layoff that she/he does not wish to continue such coverages, which notice of termination shall terminate all coverages as of the end of her/his final pay period. If an employee ceases employment prior to paying for the amount of normal contributions due during the layoff, such amount remaining due shall be reimbursed by lump sum payment by the employee to the University.

(b) Be eligible for participation under the then-existing University policy governing educational privileges for the first 120 calendar days of the employee's layoff.

(c) Accumulate work area, bargaining unit, and University seniority.

(d) Not contribute to retirement unless paid for days during the layoff, unless she/he is a member of and makes private arrangements to contribute to TIAA/CREF.

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

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

2. If the employee elects to receive payment of the cash equivalent of accumulated vacation and compensatory time for all or part of her/his work days included in the layoff, and such work days extend into more than one pay period, the cash equivalent paid shall be distributed over the appropriate work days of the employee's regular work schedule as though the employee were not on layoff. Accumulated vacation and compensatory time paid under this section shall not be credited toward accumulating additional vacation time off.

(f) Not accumulate vacation and may not use her/his paid sick leave allowance.

(g) Receive holiday pay for any holiday that occurs within the first thirty (30) calendar days of the layoff, if the employee has completed one (1) full year of continuous full-time employee status immediately preceding the date of the layoff.

Section 14-5. A part-time employee on layoff shall accumulate work area, bargaining unit, and University seniority. A half-time or more employee as defined in Section 31-1(e) shall receive the cash equivalent of accumulated and unused vacation which the employee is eligible to use if recall to employment is not anticipated within 120 calendar days from the date of layoff. If recall is anticipated within 120 calendar days from the date of layoff, at the option of the employee all or part of accumulated and unused vacation which the employee is eligible to use may be carried over to the return to employment.

Section 14-6. Any layoff of an employee shall be considered to begin at the end of the last shift for which work was available for that employee.

Section 14-7. With respect to outside agencies which provide professional nursing services to employers for a fee, the University shall not contract out with such agencies for the purpose of causing a layoff, nor shall the University use such services to temporarily staff a position unless the provisions of Article XVI-Job Announcements have been followed for the position, nor shall a position temporarily staffed by such services be so staffed for longer than forty-five (45) consecutive work days.

Section 14-8. The provisions of Article XIV-Reduction in Force and Article XV-Recall shall not apply to:

(a) short-term holiday recesses or spring break;

(b) the period commencing with the day following fall semester final examinations through the arrival day of spring semester students; or

(c) periods of nonemployment occurring between the day following spring semester final examinations and the arrival day of fall semester students for a position as defined by Section 1-3 (a)(2).

Section 14-9. In the event the number of months of a full-time employee's appointment is increased or decreased, the University shall notify the employee and the Union in writing at least sixty (60) calendar days in advance, provided that lesser notice may be given in the event of unforeseen, nonprocedural circumstances.

## ARTICLE XV
## RECALL

Section 15-1. Whenever a vacancy occurs in a work area, employees who are on layoff shall be recalled in accordance with their bargaining unit seniority in the reverse order in which they were laid off, provided they have the requisite skill and ability to perform the job in the judgment of the University.

## ARTICLE XVI
## JOB ANNOUNCEMENTS

Section 16-1. Whenever a full-time or part-time employee vacancy occurs in a work area with more than one employee, the University shall prepare and post a notice of the vacancy on the work area's human resources bulletin board for a period of five (5) calendar days, not including the date of posting on the bulletin board, prior to filling such vacancy. In calculating the five (5) calendar day period, the holidays set forth in Section 22-1 of Article XXII shall not be counted, and, if the fifth (5th) day is a Saturday, Sunday, or holiday as set forth in Section 22-1 of Article XXII, the posting shall continue to the next University business day. The announcement shall contain the job title, permanent or rotation schedule information as applicable, anticipated length of appointment on an annual basis, and a brief summary of typical duties.

The notification procedure applies only to employees at the campus location where the vacancy exists. A non-probationary employee working at another University facility who is interested in being considered for bargaining unit vacancies at a different University facility location shall send written notification of such interest to the facility, with a copy to the Compensation and Classification Division at University Park, to express such interest. For a six (6) month period following such expression of interest, the individual's name will be applied automatically to bargaining unit vacancies at the facility for which interest was indicated. If such active written notification is not on file, an individual shall not be considered for such vacancies under the provisions of this Article XVI.

Section 16-2. A position shall be filled with the applicant who is most qualified and is able to perform the work. First consideration will be given to an employee who applies for a bargaining unit position, but selection for such a position is vested exclusively in the University, provided that in the event two or more employees, who apply for a bargaining unit position are equally qualified and are able to perform the work, the employee with the greatest bargaining unit seniority shall be award the position.

Section 16-3. The University may implement an electronic job announcement process to replace the paper

process outlined in Section 16-1.

Section 16-4. Full-time Standing employees in University Health Services will maintain their Standing status regardless of whether a vacancy is posted as Standing or Fixed Term I. This means that a full-time Standing employee who applies for, is offered, and accepts a Fixed-Term I bargaining unit vacancy will not be reclassified as Fixed-Term I but will instead continue as a Standing employee in the new position.

## ARTICLE XVII
## PROBATIONARY EMPLOYEES

Section 17-1. A newly hired employee shall be considered probationary for a period of nine (9) consecutive calendar months from her/his date of last hire; provided, however, that the probationary period may be extended to twelve (12) consecutive calendar months with agreement of the Union, such agreement shall not be unreasonably withheld. Further any month in which an employee does not work at least half of that month will not be counted toward completion of the probationary period.

Section 17-2. During an employee's probationary period, the employee shall be covered by the provisions of this Agreement, except as modified by this Article XVII.

Section 17-3. A probationary employee may be discharged from employment by the University without recourse to the grievance and arbitration provisions of this Agreement.

Section 17-4. Article X-Discipline and Discharge, shall not be applicable to probationary employees.

Section 17-5. An employee who has completed a probationary period with the University, whether under this Agreement or otherwise, shall not be required to serve another probationary period unless the employee's employment terminates for any reason and the employee is rehired as a new employee at a later date.

## ARTICLE XVIII
## HOURS OF WORK

Section 18-1. A shift normally shall consist of eight (8) consecutive hours to twelve (12) consecutive hours, excluding any unpaid meal period included in that shift; provided, however, that:

(a) The University shall determine and assign responsibilities to each employee and shall also establish the general limits of the annual work schedule associated with those responsibilities, keeping in mind that forty (40) hours a week is a minimum requirement.

(b) A part-time employee may be scheduled to work less than eight (8) consecutive hours.

(c) An employee assigned to a shift of eight (8) consecutive hours shall not be regularly scheduled for a shift in excess of eight (8) consecutive hours without the employee's consent.

(d) A single shift, on a rotating or periodic basis, may be divided between two (2) days over a six (6) day period or less during a workweek.

Section 18-2. An employee working a shift of eight (8) consecutive hours or more shall be entitled to an unpaid meal period on the employee's time of not less than thirty (30) minutes nor more than sixty (60) minutes, as determined by the University.

Section 18-3. Consistent with quality patient care and work requirements, employees who work eight (8) hours shall be provided a minimum of twenty (20) minutes up to a maximum of thirty (30) minutes paid break time within such shift, and from ten (10) to fifteen (15) minutes additional paid break time for each additional four (4) hours worked beyond eight (8) hours. Such break times shall not be cumulative from day to day.

Section 18-4. Except as provided in Sections 18-2 and 18-3 of this Article XVIII, there shall be no other breaks scheduled in an employee's regular work shift, except by mutual agreement between the employee and the University.

Section 18-5. Nothing in this Agreement shall constitute a guarantee of hours of work per day or days of work per pay period. A full-time employee shall be scheduled for less than the employee's usual number of days per pay period only by request or in accordance with the provisions of this Agreement.

Section 18-6. At University Health Services, work schedules showing an employee's shifts and days on and days off shall be posted at least fourteen (14) calendar days in advance of the date the schedule commences. The schedule shall not be varied after posting, except for clinic needs, emergencies, clerical error, or by mutual agreement between the University and the employee; the employee shall be notified as soon as feasible in the event of any such change.

Section 18-7. Employees normally shall be scheduled to work their regular hours on a five (5) day or less per workweek basis. Hours may be scheduled over six (6) days per workweek in accordance with Section 18- 1(d) of this Article XVIII. However, the University normally shall not schedule full-time employees to work more than six (6) consecutive days. Other scheduling arrangements may be established that vary from the above provisions upon mutual agreement between the University and the employee. Days not scheduled as workdays shall be considered as regularly scheduled days off.

Section 18-8. The starting times of shifts and the schedule of days of normal operations in a week in a work area in effect on the date of this Agreement shall not be changed except by the University giving the employee(s) affected at least thirty (30) calendar days' notice of the change; provided, however, that such notice shall not be required if an emergency requires a shorter period of notice or the change is temporary.

Section 18-9. At University Health Services, day full-time employees shall be scheduled for at least every-other-weekend-off equivalency; other weekend-off arrangements may be made by mutual agreement between the employee and the University. For purposes of such scheduling, a weekend shall mean Saturday and Sunday.

Section 18-10. In the event that University Health Services desires to implement ongoing, nontraditional work schedules, e.g., a combination of eight-hour and less-than-eight-hour workdays in a workweek, the parties will meet and discuss issues surrounding such implementation in accordance with the provisions of Article VII, Professional Nursing Practice Committee.

Section 18-11. Flexible work schedules shall be determined in accordance with University policy

applicable to University employees not covered by a collective bargaining agreement who are exempt from the overtime provisions of the Fair Labor Standards Act.

## ARTICLE XIX
## UNPAID LEAVE

Section 19-1. On approval by the University, employees shall be granted unpaid leave, without loss of seniority or other benefits or credits, as applicable, in accordance with the following:

(a) Illness or Injury Leave - An employee who has expended her/his paid sick leave allowance shall be placed on leave of absence without pay. At the option of the employee, and as applicable, accumulated vacation and compensatory time off may be used prior to the leave commencing. The leave normally will not exceed twelve (12) consecutive calendar months and, if longer leave is granted in an unusual circumstance, may not exceed twenty-four (24) consecutive calendar months.

(b) Military Leave - Leave of absence for the performance of duty with the United States Armed Forces, or with a reserve component, shall be granted in accordance with applicable law and University policy applicable to all other University employees.

(c) Educational Leave - Special consideration shall be given to granting an employee's request for a leave of absence for full-time attendance at a college or university to study nursing or other courses of study related to career development. When such a request is granted the leave shall be for a period not to exceed twelve (12) consecutive calendar months; provided, however, in exceptional circumstances, additional leave time up to twelve (12) consecutive calendar months may be granted as Other Leave [Section 19-1(f)] at the sole discretion of the University to an employee requesting such additional leave provided:

1. The employee has five (5) years of bargaining unit seniority at the time the additional Other Leave is to commence;

2. The employee is a Bachelor of Science in Nursing candidate and anticipates completing the baccalaureate degree requirements within said additional leave time;

3. The employee granted such additional leave as Other Leave following Educational Leave shall be eligible only once for such consideration.

Such additional leave when granted should not be considered as leave for formal study under the provisions of Section 19-2 of this Article XIX.

(d) Maternity Leave - When it is determined that an employee cannot continue actively at work prior to childbirth, the employee shall first charge such absence to her paid sick leave allowance. If the paid sick leave allowance is expended, the employee shall be placed on leave of absence without pay, with the employee's option, as applicable, to use or not use all or part of accumulated vacation and compensatory time off prior to the leave commencing. Normally, cessation of work prior to childbirth shall not commence earlier than the eighth ($8^{th}$) month of pregnancy, nor shall absence for the childbirth continue more than six (6) weeks following the birth of the child, unless

there are medical complications related to the pregnancy or childbirth which require earlier cessation of work or extension of the time following childbirth. An employee requesting either exception may be required by the University to submit a written statement from her attending physician. Such request may be subject to review by the University before approval.

(e) Family leave - A child-care leave or family-member leave shall be granted in accordance with University policy in effect on October 1, 2016.

(f) Other Leave - In addition to the leaves cited above, leave may be granted for any purpose determined to be at the convenience of the University. The leave normally will not exceed twelve (12) consecutive calendar months and, if longer leave is granted in an unusual circumstance, may not exceed twenty-four (24) consecutive calendar months.

Section 19-2.

(a) 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 (2) years, whichever is shorter.

(b) Employee charges for health insurance plans while on leave of absence without salary for reasons under Section 19-1 (a), (b), or (d), or the first twelve (12) weeks of leave under Section 19-1 (e), or personal leave granted for formal study, or voluntary leave in lieu of layoff shall be at the normal applicable employee contribution rates. Charges for leave for any other reasons shall be at the entire cost (employee and University costs).

Section 19-3. An employee who is on leave of absence without pay, regardless of the reason, is not eligible to contribute nor receive credit in any retirement plan; provided, however, retirement contributions shall be deducted from any amounts earned from the University during any leave.

Section 19-4. An employee on leave of absence who desires to return to work before the approved leave ends shall contact Absence Management to determine if such a change is permissible.

Section 19-5. An employee granted Educational Leave or Other Leave shall receive, as applicable, payment for accumulated vacation and compensatory time accumulated prior to the leave commencing.

Section 19-6. If conditions are the same at the end of the leave of absence as they were when the leave began, the employee shall be expected to return to active employment. If she/he does not return at the end of the leave of absence, her/his employment is terminated.

Section 19-7. 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. In turn, 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 between the employee and Absence Management.

## ARTICLE XX
## PAID LEAVE

Section 20-1. Full-time employees shall be entitled to leave of absence with pay for regular work time missed in accordance with the provisions of this Article XX.

Section 20-2. Sick Leave

(a) Sick leave is defined as the absence of a full-time employee from work by reason of her/his illness or accident which is non-work connected and not compensable under the Pennsylvania Workers' Compensation Act.

(b) A full-time employee will accumulate one (1) day (8 hours) of sick leave with pay for each calendar month in which she/he is paid for eleven (11) days, except that pay received for accumulated vacation at time of layoff, leave of absence, or termination of employment shall not be credited toward the eleven (11) days; provided, however, that a full-time employee as defined by Section 1-3 (a)(2) shall accumulate a prorated amount in accordance with applicable University policy. Employees who began full-time employment prior to October 1, 1992 continue on their former sick leave plan. Only days on which the employee normally would have worked are charged against sick leave.

(c) If an employee expends all accumulated sick leave, the employee shall be placed on leave of absence without pay in accordance with Section 19-1(a). A salary deduction shall not be made for absence in excess of accumulated sick leave, vacation, or compensatory time off, if such absence is for less than one (1) day.

(d) To be eligible for benefits under this Article, an employee shall notify her/his supervisor or an alternate designated by her/his supervisor as far in advance as possible, but:

1. At University Health Services, such notification shall occur no later than one (1) hour before the time that the employee ordinarily reports to work for a day shift.

2. At all other work areas, such notification shall occur no later than one-half (1/2) hour after the time the employee ordinarily reports to work; provided, however, that a supervisor may establish special arrangements for earlier or later notification.

If notification is not given in accordance with this Section 20-2(d), the absence shall result in a salary deduction unless it can be shown that it was impossible for such notice to be given to the supervisor or the designated alternate.

(e) The University, at its sole discretion, may require written certification of a physician for an absence from work due to sickness for three (3) or more consecutive days. For absences less than three (3) days, a written certification of a physician may be required when the University has reason to believe that the employee has been abusing her/his sick leave privilege.

(f) Pay for any day of sick leave shall be at the employee's regular rate of pay.

(g) A full-time employee whose full-time employment terminates because of retirement and meets one of the following criteria:

1. If most recent full-time employment began prior to January 2010:
   a. Completed at least 15 years of continuous full-time service and are age 60 or older; OR
   b. Completed at least 25 years of full-time service at any age.
2. If most recent full-time employment began on or after January 2010:
   a. Completed at least 25 years of continuous full-time service and are age 60 or older; OR
   b. Completed at least 15 years of continuous full-time service and are age 65 or older.

is eligible to receive 1/4 of the cash value of the employee's unused sick leave; not to exceed 136 hours of pay.

(h) Absence is chargeable as sick leave when the employee is unable to perform her/his duties because of her/his illness or injury. Time off for an employee's routine appointment with a physician, dentist, hospital, or optometrist shall be charged to sick leave, provided it is not possible for the employee to schedule the appointment on her/his own time. The request for such time off shall be made as far in advance as possible. An employee is expected to return to the job as soon as the appointment is completed. A supervisor may request the employee to submit a written statement from the person with whom she/he had the appointment.

(i) An employee may use up to eighty (80) hours of sick leave per calendar year to care for a sick family member. Family member as used in this Section 20-2(h) shall be defined as the employee's mother, father, spouse, child, grandparent, brother, sister, or person residing with the employee. The care provided may include bedside care as well as accompanying the family member to a doctor's appointment. Absences provided for in this paragraph shall not be considered as part of an employee's attendance record for purposes of job bidding.

Section 20-3. Sickness and Accident Supplement

(a) A full-time employee with five (5) or more years of continuous full-time University service who is absent beyond sixty (60) continuous calendar days for an illness or injury will be covered by the University's Sickness and Accident Supplement if such employee has not used more than six (6) days of accumulated sick leave without a doctor's certification in the twelve (12) month period immediately preceding the covered absence. The doctor's certification referred to above must be submitted to the University prior to the beginning of the covered absence. Employees who began full-time employment prior to October 1, 1992 continue on their former Sickness and Accident Supplement Plan.

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

1. Such pay is available beginning with the sixty-first (61st) day of the absence and ending on the one hundred eightieth (180th) day of absence.

2. Such pay is not available for any day for which the employee elects to charge her/his accumulated sick leave at the regular rate in order to receive full pay for the day. However, the employee may elect and receive the Sickness and Accident Supplement pay and charge one-third (1/3) of a day paid sick leave and receive two-third (2/3) pay for the day. If an

employee has used all of her/his accumulated sick leave, additional absence, at the option of the employee, may be charged as provided herein against accumulated vacation.

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

Section 20-4. Absence for On-the Job Injury - If a full-time employee is absent from work as a result of an injury or illness compensable under the Workers' Compensation Act, Occupational Disease Act, or similar legislation, the following conditions apply:

(a) The employee has the option to request a leave of absence without pay or to charge the absence to her/his accumulated sick leave (or, if sick leave has been expended, accumulated vacation, personal holiday, or compensatory time off). The use of such paid time off shall be charged in accordance with University policy applicable to University employees exempt from the overtime provisions of the Fair Labor Standards Act.

(b) If an employee has earnings sufficient to accumulate vacation and sick leave, and the employee in any month reaches the maximum vacation accumulation for the employee, the day charge will be switched from accumulated sick leave and charged instead to vacation to the extent that the employee does not lose the vacation earned for that month. The use of such paid time off shall be charged in accordance with University policy applicable to University employees exempt from the overtime provisions of the Fair Labor Standards Act.

(c) If all paid time off is exhausted, the employee shall be granted a leave of absence without pay.

(d) Leave of absence without pay shall not exceed twenty-four (24) months.

(e) Any compensation checks the employee may receive while receiving full salary shall be endorsed and returned to the University. The employee shall retain any compensation checks received while on leave of absence.

(f) An evaluation of the employee's condition shall be made as soon as practical to determine the nature, extent, and anticipated duration of any incapacity. Based on the evaluation, the employee will 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. A rate of pay will be determined for the modified duty. The full amount of any compensation checks the employee may receive while the employee is on modified duty shall be retained by the employee except to the extent the weekly income from modified duty and Workers' Compensation exceeds the employee's regular weekly salary based on the hourly rate of the employee's regular job, in which event such excess shall be returned to the University. An employee on modified duty may be temporarily replaced in the employee's regular job for the period of the modified duty. Subsequent evaluations may be made as necessary to determine if an employee on leave of absence can be returned on modified duty. Except as modified above, all terms and provisions of this Agreement shall be applicable to an employee on such modified duty.

(g) Where provided, and in accordance with applicable law, the employee shall 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 ninety (90) calendar days following the on-the-job injury or illness. Treatment that may occur subsequent to the first ninety (90) calendar days shall be by any health care provider of the employee's choice.

(h) The employee's contribution for all group healthcare and insurance coverages in which enrolled shall be paid by the University, if the employee is on leave of absence without pay following an on-the-job injury, provided the employee continues to receive Workers' Compensation insurance payments.

Section 20-5. Bereavement Leave - Absence from work because of death in a full-time employee's family shall be allowed with full pay on the following basis:

(a) For the employee's partner, parent (including stepparent, guardian, or foster parent), son or stepson, daughter or stepdaughter, grandchild, brother or sister (including half-brother or half-sister), father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather-in-law, or stepmother-in-law, up to five (5) workdays (up to 40 hours) to be used consecutively, provided such amount of leave is required. As used in this section, a guardian shall mean a person who raised the employee and served in the place of the parent for a substantial portion of the employee's minority life.

(b) For the employee's or employee's partner's grandparent, niece, nephew, aunt or uncle, and spouses of aunts and uncles, or the employee's brother-in-law, sister-in-law, and spouses of brother-in-law and sister-in-law, up to one (1) full work day [up to eight (8) hours] from the date of death through the date of the funeral inclusive.

(c) An employee who would qualify for death-in-family paid time off for regular work hours missed under the provisions of this section who already is receiving paid time off chargeable either to vacation accumulation, compensatory time, a personal holiday, or paid sick leave allowance shall have such time off as applicable charged instead to death-in-family paid time off, up to the limits allowed under the provisions of this section. Additional time off if requested and approved shall be charged against the employee's vacation accumulation or as a payroll deduction, at the employee's option.

Section 20-6. Jury Service - If a full-time employee is on jury duty, the University shall pay her/his full salary for time absent from work. Such time includes time spent as a juror, travel time, time necessary for normal sleeping, etc., as determined by the University. If the approved time absent (as described above) results in the employee missing more than half of her/his regularly scheduled work shift, the employee shall be excused from the remainder of the shift with no loss of salary.

Section 20-7. Witness Time - If a full-time employee is subpoenaed as a witness, except in a proceeding in which the employee is a party, her/his full salary shall be paid for the time spent by the employee during her/his regular working hours as a witness.

Section 20-8. Emergency Rescue - The full pay of an employee shall be paid during the time spent by the employee during the employee's regular working hours when engaged in an organized emergency rescue of someone trapped in a cave, provided the employee is a member of an established spelunking club or organization and the rescue activity is in the area in which the employee's campus is located.

Section 20-9. Friday Following Thanksgiving – Full-time employees who normally work Fridays and are not required to work the Friday following Thanksgiving, shall receive pay for the day as if they had worked their regularly scheduled hours. Full-time employees who normally work Fridays and are required to work the Friday following Thanksgiving shall receive compensatory time off equivalent to the number of hours worked in addition to their pay for the day. Full-time employees who normally do not work Fridays and are not required to work on the Friday following Thanksgiving, will receive up to eight (8) hours of compensatory time off based on percentage full-time equivalency of their position. Full-time employees who normally do not work Fridays and are required to work on the Friday following Thanksgiving, will receive up to eight (8) hours of compensatory time off based on percentage full-time equivalency of their position in addition to their pay for the day.

Section 20-10. 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, including birth by surrogacy, 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 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. Employees will be required to present the requisite documentation to verify the qualifying event.
8. The University will maintain enrolled benefits for employees during the Paid Parental Leave period at the employee contribution rate.

## ARTICLE XXI

## CONTINUING AND IN-SERVICE EDUCATION

Section 21-1. The University shall meet and discuss continuing and in-service education plans for employees in accordance with Article VII - Union/Management Committee.

Section 21-2. The University shall make available at least thirty ( 30 ) hours of continuing and/or in- service education programs each twenty-four (24) months to each non-probationary, full-time employee without loss of pay for any normal work time missed; provided, however, that an additional s ix ( 6 ) hours will be made available to a certified employee. If applicable, conference registration fees, and travel expenses in accordance

with the then-existing University travel regulations, shall be reimbursed.

Section 21-3. Employees required by the University to attend conferences, classes, or other continuing and in-service education programs shall not lose pay for any normal work time missed for such meetings and, if applicable, conference registration fees, and travel expenses in accordance with the then-existing University travel regulations, shall be reimbursed.

Section 21-4. Full-time employees may present requests to their supervisor to attend continuing and in-service education programs. The University's determinations in granting requests for participation in such programs will include such things as staffing needs and the appropriateness of location, instructors, curriculum design, and cost. The University shall take cognizance of the need to grant requests equitably within each work area. An employee attending shall not lose pay for any normal work time missed for such meetings. The University at its discretion may reimburse the employee for conference registration fees and travel expenses or a portion thereof.

Section 21-5. In the event continuing education is mandated for re-licensure by legislation or validly issued governmental regulations during the term of this Agreement, the University shall provide opportunities for such instruction by itself providing such instruction and/or making time available for attending such instruction without loss of pay for any normal work time missed.

## ARTICLE XXII
## HOLIDAYS

Section 22-1.

(a) The following fourteen (14) days are established as holidays for full-time employees:

A Personal Holiday
New Year's Day
Martin Luther King Jr. Day
Memorial Day
Juneteenth National Independence Day
Independence Day
Labor Day
Thanksgiving Day
December 25 and five (5) additional days in December

(b) When December 25 and New Year's Day fall on these days, the Winter Break holidays are:

| Day of the week | Days off |
|---|---|
| Sunday | December 23, 26, 27, 28, 29, 30, January 2 |
| Monday | December 22, 25, 26, 27, 28, 29, January 1 |
| Tuesday | December 24, 25, 26, 27, 28, 31, January 1 |
| Wednesday | December 24, 25, 26, 27, 30, 31, January 1 |
| Thursday | December 24, 25, 26, 29, 30, 31, January 1 |
| Friday | December 24, 25, 28, 29, 30, 31, |

| | |
|---|---|
| | January 1 |
| Saturday | December 23, 24, 27, 28, 29, 30, 31 |

(c) One (1) personal holiday is earned each calendar year on January 1. A new full-time employee in the first year of employment earns a personal holiday for that year after completing two full calendar months of employment. The personal holiday shall be scheduled in the same way in which vacation is scheduled. If not used, the personal holiday shall be carried over into the next calendar year but not thereafter.

(d) If a holiday listed above occurs on Saturday, the University shall observe it on the Friday immediately preceding the holiday. If a holiday listed above occurs on a Sunday, the University shall observe it on the following Monday.

(e) If a holiday occurs during the vacation or sick leave of an employee, it shall not be charged as a day of vacation or sick leave.

Section 22-2. Pay for a full-time employee for holidays not worked shall be equivalent to a normal day's pay for the employee based on the employee's regular rate of pay; provided, however, that pay for a full-time employee as defined by Section 1-3 (a)(2) shall be prorated in accordance with applicable University policy.

Section 22-3. A full-time employee who works on a holiday set forth in Section 22-1 above, which is on a scheduled work day for that employee, shall receive her/his regular pay for the holiday and shall, in addition, receive two (2) hours compensatory time off with pay for each hour worked on the holiday.

Section 22-4. If a holiday falls on a full-time employee's scheduled day off, she/he shall be granted another day off with pay. If a holiday falls on a full-time employee's scheduled day off, but she/he is required to work, she/he shall be granted another day off with pay as her/his holiday and in addition she/he shall receive one (1) hour compensatory time off with pay for each hour worked on the holiday.

Section 22-5. At the option of the employee, the employee may receive the cash equivalent at the employee's regular rate of pay for compensatory time off earned on a holiday, not to exceed a normal day's gross pay for the employee. The option to receive such payment must be made within one (1) calendar week following the holiday or holiday period.

Section 22-6. If an employee is scheduled to work on a holiday, and does not report to work on such a day, she/he is subject to disciplinary action and shall not be paid for the day, unless the absence is approved by her/his supervisor.

Section 22-7. Compensatory time off under Section 22-3 and 22-4, or another day off under Section 22-4, shall be scheduled in the same way in which vacation is scheduled and shall be used for absences before accumulated vacation is used.

Section 22-8. Pay calculations in Section 22-3 and 22-4 shall include, as applicable, shift differentials.

## ARTICLE XXIII

## VACATIONS

Section 23-1.

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

| | Monthly Rate of Accumulation | Maximum Accumulation Allowed |
|---|---|---|
| During the first twenty-five (25) years of regular, full-time employment | 2 days | 30 days |
| From the beginning of the twenty-sixth (26th) year and thereafter | 2-1/4 days | 33 days |

(b) A day of vacation is equal to eight (8) hours for full-time employees as defined by Section 1-3 (a)(1); provided, however, that a full-time employee earns her/his appropriate vacation accumulation in any calendar month in which she/he is paid for eleven (11) days, except that pay received for accumulated vacation or compensatory time off at time of layoff or termination of employment shall not be credited toward the eleven (11) days. Full-time employees as defined by Section 1-3 (a)(2) shall earn a prorated amount and not exceed the maximum accumulation allowance in accordance with applicable University policy.

Section 23-2.

(a) If vacation or other time off is to be charged to an employee's earned vacation, it shall be scheduled and approved by the supervisor in advance. The work requirements of the University shall take priority over the scheduling of vacation or other time off for an employee. If an employee is absent without advance approval by the supervisor, she/he shall not be paid for the time and shall be subject to disciplinary action. A supervisor may allow time off that is not scheduled in advance to be charged to earned vacation in any case where the supervisor judges the circumstances to be an emergency.

(b) For a full-time employee in a position as defined by Section 1-3 (a)(1), ten (10) workdays off singularly or in any combination and credited against accumulated vacation, personal holiday, or time off described in Section 22-7 may be scheduled, in accordance with Section 23-2 (a), for the period beginning one (1) week following the last day of spring semester final examinations and ending one (1) week preceding the arrival day of fall semester students. Exceptions to the ten (10) day limit shall be considered individually and may be granted if the request is not in conflict with requests from employees who have not yet had ten (10) workdays off during the period described in this Section 23-2 (b), the workload permits, and no one with more work area seniority has requested the same time.

(c) Time off for vacation shall be charged against earned vacation on the basis of the hours of absence from the normal work schedule. Deductions from salary for personal time off (other than illness or injury) in

excess of accumulated vacation may be made only if such absence is for a day or more.

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

Section 23-3.

A full-time employee whose full-time employment terminates because of resignation or dismissal shall receive the cash value of unused vacation accumulation, computed up to and including the last full day worked, provided the employee has completed one (1) continuous year of full-time employee status immediately preceding the date of resignation or dismissal and the employee has given at least one (1) calendar week advance notice in the event of resignation. An employee who resigns with more than one (1) continuous year of full-time employee status immediately preceding the date of resignation who has not given one (1) calendar week advance notice of resignation shall receive only the cash value of unused vacation accumulation which is in excess of the employee's maximum allowable vacation accumulation for the twelve (12) month period immediately preceding the date of resignation.(a) When a full-time employee retires on a pension the employee shall have the option either to use her/his vacation accumulation prior to the effective date of retirement or receive the cash value of unused vacation accumulation.

## ARTICLE XXIV
## COMPENSATION

Section 24-1.

(a) Full-time employees shall receive an annual salary based on the following hourly rates:

**NURSES**

| Effective Date | Start Rate | 5 years up to 10 years | 10 years and Over |
|---|---|---|---|
| October 1, 2025 | 35.92 | 36.54 | 36.63 |
| October 1, 2026 | 37.00 | 37.64 | 37.73 |
| October 1, 2027 | 38.11 | 38.77 | 38.86 |

**CRNPs**

| Effective Date | Start Rate | 5 years up to 10 years | 10 years and Over |
|---|---|---|---|
| October 1, 2025 | 55.27 | 56.31 | 56.42 |
| October 1, 2026 | 56.93 | 58.00 | 58.12 |
| October 1, 2027 | 58.64 | 59.74 | 59.86 |

Provided, however, that if the annual salary increase (ASI) pool for faculty and staff is higher than 3.00% in years 2 or 3 of this Agreement, employees will receive the same percentage increase as the ASI pool for faculty and staff on October 1 of that year in lieu of the negotiated rate.

(b) An employee's salary shall be determined by the following formula:

$$\text{No. of mos. of appt.} \times \frac{\text{hourly rate} \times 2080}{12} = \text{Annual Salary}$$

The annual salary shall be disbursed in accordance with University policy applicable to University employees exempt from the overtime provisions of the Fair Labor Standards Act.

Section 24-2. A new full-time employee shall begin at the start rate.

Section 24-3. Advancement by a full-time employee shall be based on years of service in the position.

(a) An employee at the start rate shall advance to the 5 years up to 10 years rate upon obtaining 5 years of service in the position.

(b) An employee at the 5 years up to 10 years rate will advance to the 10 years and over rate upon obtaining 10 years of service in the position.

(c) An employee shall not receive credit toward the completion of a pay period for the following:

1. Time absent from work by reason of a leave of absence without pay, except for a military leave; or

2. Periods of nonemployment occurring between the day following spring semester final examinations and the arrival day of fall semester students for a position as defined by Section 1-3 (a)(2).

Section 24-4. Advancement to a rate shall become effective the University pay period beginning coincident with or next following the date the employee qualifies for such advancement.

Section 24-5.

(a) A full-time University Health Services employee designated by management as "Charge Nurse" shall receive, in addition to the employee's regular salary, a rate of two dollars and fifty cents ($2.50) per hour for each hour designated as Charge Nurse.

(b) Initial eligibility for this hourly rate occurs when Charge Nurse duties are performed for one (1) hour. Payment will be based on total hours designated as Charge Nurse, with fractional portions of an hour rounded upward.

Section 24-6. Hourly wage rates for part-time employees shall be established by the University; provided, however, that such rates shall not be less than the then-existing start rate. A part-time employee shall be paid for hours worked multiplied by his/her hourly rate, with a limit of forty (40) hours of work per week.

Section 24-7. A non-probationary employee shall be reimbursed up to $350.00 for certification or recertification fees for a directly work-related, accredited specialty area to be approved in advance by the supervisor. Such approval shall not be unreasonably denied. The employee shall submit proof of the certification or recertification and appropriate receipts.

## ARTICLE XXV
## SHIFT DIFFERENTIAL

Section 25-1. A full-time employee shall be paid a shift differential of sixty cents (.60) per hour for shifts beginning between the hours of 1:00 p.m. and 9:59 p.m. for all continuous hours worked on the shift.

## ARTICLE XXVI
## HEALTHCARE AND INSURANCE COVERAGES

Section 26-1.

(a) A full-time employee has the option to be insured or not insured in the University's health care programs for medical, dental, and vision care coverage. Eligible dependents of an employee may be insured at the option of the employee.

(b) The University shall assume the major share of health care, basic dental care, and vision care costs as available to University employees exempt from the overtime provisions of the Fair Labor Standards Act.

(c) In the event a new or revised health care plan becomes available during the term of this Agreement, the University will make the plan available to bargaining unit employees on the same basis as it is made available to all other University employees not covered by a collective bargaining agreement. To the extent that employee contribution rate(s) for health care coverage(s) applicable to bargaining unit employees are eliminated, reduced, restructured or otherwise modified in a favorable manner for University employees not covered by a collective bargaining agreement, such action(s) similarly shall apply to members of the collective bargaining unit represented by the Union.

In the event a new or revised plan for continuation of benefits into retirement for University employees becomes effective during the term of this Agreement, employees hired on or after the effective date of University implementation of such new or revised plan will be subject to conditions governing such plan as applicable to all other University employees not covered by a collective bargaining agreement. Employees hired prior to the implementation date of any such new or revised plan will continue under the conditions in effect prior to such implementation date.

(d) The Union shall have the right to appoint a member of the bargaining unit to serve on the University's committee on benefits, which is responsible for making recommendations to the University on benefits coverages and costs. The Union representative will be provided necessary relevant information, including information as may be provided by a consultant retained by the University to assist the committee.

(e) The University will notify OPEIU LOCAL 153 regarding any changes in insurance carriers and/or restructuring of health care, dental care, and vision care programs.

Section 26-2. A full-time employee in a position as defined by Section 1-3 (a)(2) shall be eligible during normally scheduled periods of nonemployment to be continued in all group healthcare and insurance coverages in which enrolled, in accordance with University policy applicable to University employees exempt from the overtime provisions of the Fair Labor Standards Act.

Section 26-3. Eligibility requirements, coverages, and employee contributions for part-time employees shall be the same as those in effect for University part-time employees not covered by a collective bargaining agreement.

Section 26-4. For the purpose of this Article XXVI, the term "healthcare and insurance coverages" shall mean the University's medical, dental, and vision care coverage; the University's life insurance plan; and the University's voluntary accidental death and dismemberment insurance plan.

Section 26-5. In the event any state or federal healthcare legislation as may be enacted during the term of this Agreement requires a revision of any article or section of this Agreement, including the supplements or riders thereto, or requires the University to provide to its employees a level of healthcare benefits which would constitute a reduction, duplication or expansion of the healthcare benefits provided under the provisions of Article XXVI, the parties shall enter into immediate collective bargaining negotiations, after receipt of written notice of desired amendments by either the University or Union, solely for the purpose of ensuring compliance with the applicable legislation and coordinating the healthcare benefits required under such legislation with the benefits provided under the provisions of Article XXVI, it being understood and agreed that the parties shall attempt, in good faith and to the extent practicable under such legislation, to ensure that there is no reduction, duplication or expansion of the benefits provided under Article XXVI. If the parties do not reach agreement within sixty (60) days after receipt of such written notice, either party may submit the matter to arbitration in accordance with the provisions of this Agreement.

## ARTICLE XXVII
## EDUCATIONAL PRIVILEGES

Section 27-1. A full-time employee as defined by Section 1-3(a) is subject to the provisions of the University policy of educational privileges for employees exempt from the overtime provisions of the Fair Labor Standards Act and their eligible dependents; provided, however, the University may entirely eliminate said policy only to the extent required by any act of the General Assembly or in order to receive any appropriation from the Commonwealth of Pennsylvania.

## ARTICLE XXVIII
## NONDISCRIMINATION

Section 28-1. 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 XXIX
## NOTICE OF TERMINATION OF EMPLOYMENT

Section 29-1. An employee shall give one (1) calendar month's notice of termination of employment.

## ARTICLE XXX
## MISCELLANEOUS

Section 30-1. The Union shall indemnify and save the University harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by reason of action taken by the University for the purpose of complying with the provisions of Article II or Article III of this Agreement.

Section 30-2. Unless otherwise stated in this Agreement with respect to a particular matter:

(a) Notices required to be given to the University by the Union or the Local Unit Representative shall be given to Penn State Human Resources;

(b) Notices required to be given to the Union by the University shall be given to either the Local Unit President or to the Union, whichever the University deems most appropriate;

(c) Notices required to be given to an employee by the University may be given personally, by written memorandum, or by mail or telegram addressed to the employee's last known address as shown on her/his personnel record in the employee's work area; it shall be the responsibility of each employee to keep her/his supervisor informed of her/his current address and telephone number.

## ARTICLE XXXI
## DEFINITIONS

Section 31-1. The following words and phrases when used in this Agreement, unless their context clearly indicates otherwise, shall have the following respective meanings:

(a) "Date of Hire" shall mean the date on which the employee actually begins in compensable status in the context in which the phrase is used.

(b) "Pay Period" shall mean the University payroll period for full-time employees of the University who are paid monthly and part-time employees of the University who are paid biweekly.

(c) "Temporary", unless otherwise stated herein, shall mean a change involving fourteen (14) work days, or less, of the employee affected.

(d) "Work Days" shall mean, in the context of the time in which an action is required to be taken, the regularly scheduled work days of the person or office responsible for taking the action.

(e) A "half-time or more employee" shall mean a part-time employee who is hired on a part-time position established by the University which is intended to continue and consist of an average of

twenty (20) or more hours per week for at least nine (9) months every twelve (12) consecutive calendar months.

An employee not anticipated at time of hire to meet the requirements of half-time or more who has worked an average of twenty (20) or more hours per week for at least nine (9) months in any twelve (12) consecutive calendar month period, and which work is anticipated to continue to meet the requirements of half-time or more beyond that time, shall be considered as a half-time or more employee, effective at the time of such determination.

At the conclusion of each calendar quarter the University shall determine whether a half-time or more employee continues to meet the requirements of half-time or more. If such employee does not meet the requirements, she/he shall continue to be classified as half-time or more through the end of the following calendar quarter, but not thereafter if the employee again fails to meet the requirements of half-time or more.

(f) "Regular rate of pay" or "regular hourly rate" or "normal rates of pay" or similar variation thereof shall mean the compensation the employee receives based on the rates shown in and provisions of Article XXIV-Compensation.

(g) "Work Area" shall mean, at the time of execution of this Agreement, as applicable in the context in which it is used:

1. Abington
2. Altoona
3. Beaver
4. Behrend
5. Berks
6. DuBois
7. Fayette
8. Harrisburg
9. Hazleton
10. Lehigh Valley
11. Greater Allegheny
12. Mont Alto
13. New Kensington
14. Schuylkill
15. Shenango
16. University Health Services at the Student Health Center
17. Wilkes-Barre
18. Worthington Scranton

## ARTICLE XXXII
## EMPLOYEE RECOGNITION PROGRAMS

Section 32-1 The University may, in its sole discretion, establish employee recognition programs from time to time which may provide monetary or other benefits to employees. Such programs may be modified or eliminated by the University in its sole discretion. Issues arising under this article shall not be subject to the grievance or arbitration procedures.

## ARTICLE XXXIII
## ENTIRE AGREEMENT-PAST PRACTICES

Section 33-1. The University and the Union acknowledge that this Agreement represents the results of collective negotiations between the parties conducted under and in accordance with the provisions of the Pennsylvania Public Employee Relations Act and constitutes the entire Agreement between the parties for the duration of this Agreement; each party waives the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing whether specifically covered therein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

Section 33-2. All working conditions, benefits, or past practices, except those specifically incorporated into this Agreement, may be continued, modified or terminated as the University may from time to time determine.

## ARTICLE XXXIV
## EFFECT OF LEGISLATION-SEPARABILITY

Section 34-1. If any Article or Section of this Agreement, or of any supplement or rider hereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement and any supplement or rider hereto shall not be affected thereby.

Section 34-2. In the event any Article or Section is held invalid or enforcement of or compliance with any Article or Section has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of desired amendments by either the University or Union solely for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. There shall be no limitation of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of such written notice, either party may submit the matter to arbitration in accordance with the provisions of this Agreement.

## ARTICLE XXXV
## SUCCESSORS AND ASSIGNS

Section 35-1. The provisions of this Agreement shall be binding upon the University, its successors and assigns, and upon the Union, its successors and assigns.

## ARTICLE XXXVI
## TERM OF AGREEMENT

Section 36-1. This Agreement shall become effective October 1, 2025. The Agreement shall continue in effect to and including September 30, 2028 and from year to year thereafter, unless at least ninety (90) calendar days prior to September 30, 2028, or at least ninety (90) calendar days prior to any subsequent annual anniversary date thereafter, either party gives the other party written notice by certified mail, return receipt requested, of its desire to amend, cancel, or terminate this Agreement.

Section 36-2. The written notices required by Section 36-1 of this Article XXXVI shall be mailed to the receiving party at the following addresses:

(a) To the University:

Penn State Human Resources
Labor and Employee Relations Division
The 329 Building
University Park, PA 16802

(b) To the Union:

OPEIU LOCAL 153
42 Broadway, Suite 1201 New York,
NY 10004

Such notices shall be considered effective if postmarked on or before midnight of the last day for giving of the notice as set forth in Section 36-1 of this Article XXXVI.

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

THE OPEIU LOCAL 153

BY: _____
*OPEIU Local 153 Representative*

THE PENNSYLVANIA STATE UNIVERSITY

Sara F Thorndike
BY: Sara F Thorndike (May 11, 2026 12:29:05 EDT)
*Senior VP for Finance and Business/Treasurer*

## ADDITIONAL AGREEMENTS

Direct Deposit of Paychecks

An employee hired on or after November 1, 1993 shall be required as a condition of employment to participate in the University's program for the electronic direct deposit of paychecks. To the extent that this requirement is modified in a favorable manner for University employees not covered by a collective bargaining agreement, such action(s) similarly shall apply to members of the collective bargaining unit represented by the Union.

Union Bargaining Team

Up to three (3) full-time employees who serve on the Union bargaining team, will be paid for any work time missed while attending joint negotiating sessions.

Agreement Printing

Each party will pay printing costs for the number of Agreement copies it requests.

Vehicle Registration Fee

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

Earned Time and Holiday Time for Part-Time Employees

Part-time employees shall be eligible for Earned Time and Holiday Time provisions under the same conditions and eligibility requirements in effect for University part-time employees not covered by a collective bargaining agreement.