

Human Resources Policy

Commonwealth of Pennsylvania Office of Administration

Animals, Service Animals, and Service Animals in Training in the Workplace

Number

HR-WS006

Category

Workforce support

Contact

717-787-5514

Effective Date

September 29, 2025

Supersedes

Workforce Support regarding animals and Service Animals in Training in Commonwealth Workplaces

Scheduled Review

September 2026

1. Purpose

To establish a Commonwealth-wide policy regarding animals, Service Animals, and Service Animals in Training in the Workplace.

2. Scope

This Human Resources Policy (HRP) applies to all departments, offices, boards, commissions, and councils under the Governor's jurisdiction for human resources management (collectively "agencies").

3. Background

To address issues concerning safety, security, health, hygiene, liability, and disruptions in the Workplace, this HRP establishes a Commonwealth-wide policy regarding animals, of any type, in the Workplace.

4. Definitions

Service Animal. A dog or miniature horse that is trained to assist individuals with disabilities.

- **b. Service Animal Trainer.** An individual who is providing care and training to a dog that is under consideration to become a trained Service Animal.
- **c. Service Animal in Training.** A dog that is undergoing training to become a Service Animal.
- **d. Sponsoring Organization.** An entity through which an employee volunteers to become a Service Animal Trainer.
- **e. Workplace.** Any Commonwealth-owned property where Commonwealth business is conducted. A Commonwealth-leased property where Commonwealth business is conducted may be considered a Workplace for purposes of this HRP on a case-by-case basis. The term Workplace does not include an Alternate Worksite, as defined in <u>Management Directive 505.36</u>, <u>Telework</u>, or Commonwealth-provided vehicles.

5. Policy

The Secretary of Administration hereby establishes, and agencies shall implement, the following policy concerning animals and Service Animals in Training in the Workplace:

- **a.** Except as otherwise provided in this HRP, animals of any type, including pets, are not permitted in the Workplace.
- **b.** An animal may be permitted in the Workplace for official Commonwealth business purposes.
- c. A Service Animal may be permitted in the Workplace where an employee has submitted a request for, and received approval of, an accommodation in accordance with <u>Management Directive</u> 205.25 <u>Amended</u>, <u>Employment-Related Disability Accommodations</u>.
- **d.** A Service Animal in Training may be permitted in the Workplace, subject to the following:
 - (1) An employee, who is interested in bringing a Service Animal in Training into the Workplace, must first obtain approval from their immediate supervisor, the Agency Human Resource (HR) Manager, and the agency head or their designee.

- (a) Only those employees who are performing Service Animal Trainer activities through a Sponsoring Organization may be considered for approval to bring a Service Animal in Training into the Workplace. An employee, who is requesting to bring a Service Animal in Training into the Workplace, must include with the request a letter or certificate from the Sponsoring Organization indicating that the employee is participating in a Service Animal in Training program. Additionally, an employee must submit proof of liability insurance from Sponsoring Organization, under which the Sponsoring Organization assumes all liability for damage caused by the Service Animal in Training to persons, property, or facilities.
- **(b)** Dogs training to be used as personal protection, guard animals, or attack animals are strictly prohibited.
- (c) An employee requesting to bring a Service Animal in Training into the Workplace may not be in probationary status, including probationary status following a promotion.
- (d) An employee requesting to bring a Service Animal in Training into the Workplace must have an overall performance rating of "satisfactory" or higher on the employee's most recent Employee Performance Review and shall not have documented performance issues or performance-related discipline in the employee's official personnel file.
- (e) A request to bring a Service Animal in Training into the Workplace may be denied at the discretion of the agency. Additionally, an agency may, at its discretion, place certain requirements or restrictions on an approval to bring a Service Animal in Training into the Workplace. Such requirements or restrictions must be set forth in the Service Animal in Training Agreement.

- (2) If the approvals required under paragraph d.(1) are obtained, an employee must next submit and receive approval of a supplementary employment request (SER), in accordance with <u>Management Directive 515.18</u>

 Amended, Supplementary Employment.
 - (a) An employee must state on the SER whether the employee will be compensated as a Service Animal Trainer.
 - **(b)** An employee may not receive compensation for performing Service Animal Trainer activities during the employee's Commonwealth work hours. However, an employee may receive reimbursement or a stipend to pay for costs associated with caring for the Service Animal in Training.
 - (c) An employee, who will be performing Service Animal Trainer activities only during non-Commonwealth work hours and outside of the Workplace, must submit an SER in accordance with <u>Management Directive</u> 515.18 <u>Amended</u>, <u>Supplementary Employment</u>.
- (3) If the SER is approved, an employee must complete a Service Animal in Training in the Workplace Agreement.
 - (a) Employees shall not have more than one (1) Service Animal in Training Agreement in place at any given time.
 - **(b)** A Service Animal in Training Agreement shall not exceed 18 calendar months in duration unless otherwise approved by the agency.
 - (c) The Agency HR Office must explain to the employee the terms of the Service Animal in Training Agreement prior to the employee commencing Service Animal Trainer activities in the Workplace.

- (d) Employees must comply with the requirements of the Service Animal in Training Agreement. By signing the Service Animal in Training Agreement, an employee acknowledges the requirements of the agreement and the employee's obligation to comply with those requirements.
- (e) A Service Animal in Training Agreement may be terminated, at any time, at the discretion of the agency.
- (f) A Service Animal in Training Agreement will be terminated upon the animal's completion or removal from the training program. An employee must, within three (3) business days of the animal's completion or removal from the training program, notify their immediate supervisor and the Agency HR Office of the animal's completion or removal. Thereafter, the Agency HR Office will log the termination of the Service Animal in Training Agreement.
- (g) Supervisors and the Agency HR Office are responsible for monitoring compliance with Service Animal in Training Agreements. Additionally, the Agency HR Office is responsible for maintaining copies of Service Animal in Training Agreements, as well as logging the termination of agreements.
- (4) Agency approvals, SER approvals, and Service Animal in Training Agreements are granted on a per animal basis and shall not transfer from one Service Animal in Training to another. Approvals shall not be viewed as an endorsement or recognition of the sponsoring organization(s) by the Commonwealth. Agency HR Office shall be responsible for tracking the approval process using the Service Animal in Training HR Office Checklist and Service Animals in Training in the Workplace Agreement which are attached to this HRP.

- An employee, who is approved to bring a Service Animal in Training into the Workplace, has sole responsibility for the Service Animal in Training, including the care, custody, and control of the animal while the animal is in the Workplace.
 - (a) All liability for the Service Animal in Training shall be the responsibility of the employee or the sponsoring organization, as applicable. The employee or Sponsoring Organization will be held financially accountable for any damage caused by the Service Animal in Training to all persons, property, or facilities.
 - **(b)** An agency is not responsible for providing food or water, bedding or a special location, or other resources for the Service Animal in Training.
 - (c) The employee will be responsible for clean-up and properly disposing of waste from the Service Animal in Training.
 - (d) No additional work time will be permitted for the care, custody, and control of the Service Animal in Training, above and beyond the employee's assigned breaks and lunch period. Any time away from work to care for a Service Animal in Training will be charged with an appropriate leave type, such as annual leave.
- (6) In accordance with <u>Manual 615.3, Commonwealth Fleet Procedures Manual</u>, animals are not allowed in Commonwealth fleet vehicles unless they are transported in the conduct of official Commonwealth business or are required as an employee's approved Service Animal. This same restriction also applies to Commonwealth-provided rental vehicles.
- (7) The presence of a Service Animal in Training, and the performance of Service Animal Trainer activities, may not negatively affect Workplace productivity or otherwise impact Commonwealth business. Supervisors shall monitor Workplace productivity, including that of the employee performing Service Animal Trainer activities, to ensure there is no negative impact.

- (8) An employee's immediate supervisor or the agency head or designee may direct the employee, at any time, to remove a Service Animal in Training from the Workplace. The time required to remove a Service Animal in Training from the Workplace will be charged as the appropriate leave type, such as annual leave.
- (9) Subject to operational needs and prior approval from the employee's immediate supervisor, an employee, who is approved to bring a Service Animal in Training into the Workplace, may be authorized to participate in Service Animal pre-training programs during work hours with the use of applicable paid leave.

Nothing in this HRP shall be construed to impair or otherwise affect the authority accorded by law to an agency or the head thereof. This HRP is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the Commonwealth of Pennsylvania, its departments, agencies, or entities, its officers, employees, or agents or any other person.

Should you have any questions or require additional assistance related to the implementation of this HRP, please contact the Office of Administration, Bureau of Employee Relations at 717.787.5514.

6. Effective Date

The Effective Date of this HR Policy is September 29, 2025.

7. Related References

Commonwealth policies, including Executive Orders, Management Directives, Information Technology Policies, and HRP are published on the Office of Administration's public portal: http://www.oa.pa.gov/Policies/Pages/default.aspx

8. Publication Version Control

It is the user's responsibility to utilize the latest version of this publication, which appears on <u>Office of Administration's HR website</u> for Commonwealth personnel and on the Office of Administration's public portal. Questions regarding this publication are to be directed to the Office of Administration, Bureau of Employee Relations at 717.787.5514.

This chart contains a history of this publication's revisions:

Version	Date	Purpose of Revision
Original	September 29, 2025	Base Document

Service Animal in Training HR Office Checklist

Employee Name: Click or tap here to enter text.
Employee Number: Click or tap here to enter text.
Job Classification: Click or tap here to enter text.
Agency/Bureau/Organization: Click or tap here to enter text.
Employee initiated Service Animal in Training request on: Click or tap to enter a date.
Has the employee obtained the approval of their immediate supervisor? Yes \Box No \Box
Has the employee obtained the approval of the agency head or their designee? Yes \square No \square
Is the employee's job prohibited by the agency or Workplace from Animal in Training
Agreements, due to safety, security, health, or hygiene risk factors? Yes \Box No \Box
Does the employee's job require the use of a Commonwealth-provided vehicle? Yes \Box No \Box
Does the employee work within a Commonwealth-owned property? Yes \Box No \Box
Does the employee work within a Commonwealth-leased property? Yes 🗆 No 🗀 If yes, does
the lease allow for Service Animals in Training to be present at the property? Yes \Box No \Box
Has the employee provided proof of liability insurance from the sponsoring organization, in which the sponsoring organization assumes all liability for damage caused by the Service Anima in Training to persons, property, or facilities? Yes \Box No \Box
Is the employee on probationary status (new hire or promotional)? Yes \Box No \Box
Does the employee have an overall performance rating of "satisfactory" or higher on their most

Does the employee have documented performance issues? Yes \square No \square			
Does the employee have performance related discipline in their official personnel file? Yes \square No \square			
Has the employee received Supplementary Employment Request approval? Yes \square No \square			
APPROVAL □ DISAPPROVAL □			
Reason(s) for disapproval: Click or tap here to enter text.			
Employee was notified on Click or tap to enter a date. of the approval/disapproval determination.			
If approved, an Animal in Training Agreement was executed on Click or tap to enter a date.			
If approved, the Animal in Training Agreement was terminated on Click or tap to enter a date.			

Service Animals in Training in the Workplace Agreement

Employee Information:

Employee name: Click or tap here to enter text.

Employee number: Click or tap here to enter text.

Agency: Click or tap here to enter text.

Bureau/organization: Click or tap here to enter text.

Job: Click or tap here to enter text.

Animal/Organization Information:

Animal name: Click or tap here to enter text.

Sponsoring Organization: Click or tap here to enter text.

Type of Service Animal in Training: Click or tap here to enter text.

Age of Service Animal in Training: Click or tap here to enter text.

Service Animal in Training Agreement start date: Click or tap to enter a date.

Service Animal in Training Agreement anticipated end date (not to exceed 18 months): Click or tap to enter a date.

By signing this document, I acknowledge the following:

I have obtained approval from my immediate supervisor to engage in Service Animal Trainer activities in the workplace.

I have obtained approval from the agency head or their designee to engage in Service Animal Trainer activities in the workplace.

I have obtained approval from the Agency HR Office to engage in Service Animal Trainer activities in the workplace.

I have obtained and provided proof of liability insurance from the Sponsoring Organization, in which the Sponsoring Organization assumes all liability for damage caused by the Service Animal in Training to persons, property, or facilities.

I have applied for and received supplementary employment approval to engage in Service Animal Trainer activities with the Sponsoring Organization for activities associated with the above-noted animal.

I understand that I may not receive compensation for performing Service Animal Trainer activities during my Commonwealth work hours.

I understand that I may have only one (1) Service Animal in Training in the Workplace Agreement in place at any given time.

I understand the Commonwealth may terminate this Service Animal in Training in the Workplace Agreement at any time.

I understand that the Commonwealth may direct that the Service Animal in Training be removed from the workplace. Furthermore, I understand that all time required to remove the Service Animal in Training from the workplace will be charged to the appropriate leave type.

I agree to notify my immediate supervisor and the Human Resource Office supporting the agency of the Service Animal in Training's completion or removal from the training program within three (3) business days from the effective date.

I understand that, as the Service Animal Trainer, I have sole responsibility for the Service Animal in Training, to include the care, custody, and control of the animal, while the animal is in the workplace.

I understand that I will not be granted additional work time for the care, custody, and control of the Service Animal in Training, beyond breaks and lunch periods.

I understand that I must utilize appropriate leave for any time away from work to care for the Service Animal in Training.

I understand that the Commonwealth is not responsible for providing food, water, bedding or a special location, or other resources for the Service Animal in Training.

I understand that, as the Service Animal Trainer, I am responsible for the clean-up and proper disposal of waste from the Service Animal in Training.

I understand that the presence of the Service Animal in Training may not negatively affect workplace productivity or otherwise impact Commonwealth business.

I understand the Service Animal in Training is not permitted in a Commonwealth provided vehicle.

If necessary, the Agency HR Office shall add any requirements or restrictions specific to the agency here.

I acknowledge that I have read and agree to abide to all requirements as outlined within this Service Animal in Training in the Workplace Agreement.

Employee signature:	Date: Click or tap to enter a date
, , ,	- '

CC: Supervisor

Agency head or designee

Agency HR Office