

AGREEMENT
BETWEEN
COMMONWEALTH OF PENNSYLVANIA
AND
FRATERNAL ORDER OF POLICE
LODGE #92 (LABOR SERVICES)

July 1, 2023 to June 30, 2027

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PREAMBLE

This Agreement entered into by the Fraternal Order of Police, Lodge #92, Labor Services, hereinafter referred to as the Union, and the Commonwealth of Pennsylvania, hereinafter referred to as the Employer, has as its purpose the promotion of harmonious relations between the Union and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 **RECOGNITION**

Section 1. The Fraternal Order of Police, Lodge #92, Labor Services is recognized as the exclusive representative for collective bargaining purposes for employees within the classification included under the following certifications of the Pennsylvania PERA-R-777-C, Inspection, Investigation and Safety.

Section 2. The terms member or employee when used in this Agreement is defined as those persons employed by the Commonwealth of Pennsylvania in the classifications covered by the certification referred to in Section 1 of this Article.

ARTICLE 2 **MANAGEMENT RIGHTS**

Section 1. It is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this or unit agreements. Matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

Section 2. The listing of specific rights in this Article is not intended to be nor should be considered restrictive or as waiver of any of the rights of

management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

ARTICLE 3
MEMBERSHIP AND EMPLOYEE ORIENTATION

Section 1. The Employer shall inform new, transferred, promoted or demoted employees in the bargaining unit that the Union is the exclusive representative. The Union shall provide a single point of contact to which the Employer will provide a timely copy of the written notice confirming an employee's hire or transfer into a position represented by the Union. Such communication shall also include the employee's work location.

Section 2. The Employer, using Employee Self Service (ESS), or alternative methods, shall provide employees with Union membership and dues deduction materials. In instances where Employee Self Service is not available, the Union shall furnish the Employer with sufficient copies of membership and dues deduction materials. Further the Employer shall include a link to a Union provided website in any electronic onboarding that is utilized to orient new employees.

Section 3. Upon request, the Union shall be given the opportunity to access new employees during the existing agency orientation processes.

ARTICLE 4
DUES DEDUCTION

Section 1. a. The Employer shall deduct an amount equal to the Union biweekly membership dues and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. Such requests shall be made on a Union payroll deduction authorization card, which the Employer will implement in a timely manner upon receipt.

b. The rate at which dues are to be deducted and the amount of the annual assessment shall be certified to the Employer by the Union, and the Employer shall deduct an amount equal to Union dues at this rate from employees' regular biweekly salary and wages (including retroactive salary/wage payments and lump sum payments made pursuant to Article 19, Salaries and Wages). For agencies under the Governor's jurisdiction, the

aggregate deductions of employees shall be remitted with an itemized statement to the Union within seven (7) days of the employee's bi-weekly pay date. For independent agencies, remittances shall continue in a manner consistent with current practice or side agreements.

c. An employee's dues deduction authorization shall remain in effect until expressly revoked in writing by the employee in accordance with the terms of the authorization. When it is determined by the Union that an employee's payroll dues deductions should cease, the Union shall be responsible for notifying the Employer. Such notices shall be communicated in writing and shall include the effective date of the cessation of payroll dues deduction. The Employer shall rely on the information provided by the Union to cancel or change authorizations.

Section 2. The employee's written authorization for dues payroll deductions shall contain the employee's name, last four (4) digits of the employees' social security number, agency in which employed, work location (institution, district, bureau, etc.), Union name and local number.

Section 3. Where an employee has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Employer shall, in the manner outlined in Section 1 above, deduct an amount equal to the Union membership dues that are due and owing for the period for which the employee receives back pay.

Section 4. The dues deduction provisions of this Article shall continue to pertain and be complied with by the Employer when any employee is transferred from one position to another position covered by this Agreement. Dues deductions will be resumed for employees upon their return from leave of absence without pay, recall from furlough, and for temporary employees who are reinstated within one year of their most recent separation.

Section 5. The Employer shall provide the Union, on a monthly basis, a list of all employees in the bargaining units represented by the Union. This list shall contain the employee's name, the last four (4) digits of the employee's social security number, personnel number, personal email address and phone number if provided, address, agency in which employed, class code, work location (institution, district, bureau, etc.), hourly rate, gross earnings, work

schedule, if available by employee, whether the employee is a member and the most recent date of hire.

Section 6. In implementing this Section, the Employer agrees to allow for the submission of electronic authorizations (including both online and voice authorizations, should the union institute such authorization) in addition to paper written authorizations for deduction from employees' biweekly pay of an amount equal to Union membership dues and an annual assessment, if any, in accordance with the following terms:

a. The Union shall document voice authorizations in a written authorization form, created either electronically or on paper, and shall maintain the original voice recording(s). Any such recording(s) will be made available to the Employer upon request. Authorizations will be sent by the Union via email, as PDF attachments, to an Employer Resource Account.

b. Preferably, individual authorizations should be submitted separately; however, if more than one authorization is included in the same submission, a summary (e.g., spreadsheet or other listing) will accompany the submission and enumerate each authorization.

Section 7. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 5 **CREDIT UNION**

Section 1. The Employer agrees to make payroll deductions available to employees who wish to participate in the Pennsylvania State Employees Credit Union, as designated by the Union, or any one of the credit unions duly chartered under State or Federal statutes and approved by the Employer.

Section 2. The Employer shall remit the deductions of employees together with an itemized statement to the applicable credit unions designated under Section 1 above within 30 days following the end of the calendar month in which deductions were made.

Section 3. a. The Employer shall establish rules, procedures and forms

which it deems necessary to extend payroll deductions for credit union purposes.

b. Payroll deduction authorization forms for credit union purposes must be executed by and between the employee and an official of the credit union.

Section 4. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 6 **HOURS OF WORK**

Section 1. The work week shall consist of five consecutive work days in a pre-established work schedule except for employees in seven-day operations.

Section 2. The work day shall consist of any 24 hours in a pre-established work schedule beginning with the scheduled reporting time for the employee's shift, except for employees in the Department of Transportation and the Pennsylvania State Police, whose work day shall consist of the calendar day.

Section 3. The work shift shall consist of 7.5 or 8 work hours within a pre-established work schedule.

Section 4. The regular hours of work for any shift shall be consecutive except that they may be interrupted by a meal period.

Section 5. Work schedules showing the employees' shifts, work days, and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted two weeks in advance. Where changes are to be made by the Employer for other than emergency reasons, or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules. An employee whose regular work schedule is Monday through Friday throughout the year shall not have that work schedule changed to other than a Monday through Friday schedule except for a legitimate operational reason which is not arbitrary or capricious.

Section 6. Employees engaged in seven-day operations are defined as those employees working in an activity for which there is regularly scheduled employment for seven days a week. The work week for seven-day operations shall consist of any five days within a consecutive seven calendar-day period.

Section 7. In the event of a change in shift from a pre-established work schedule, employees must be off regularly scheduled work for a minimum of three shifts or their equivalent unless a scheduled day or days off intervene between such shift change.

Section 8. The parties agree that the issue of alternate schedules, schedules providing for every other weekend off and flextime will be discussed at the local level. Both parties will work diligently to reach an agreement at the local level, such agreements to be agreed upon by the Local Union, the appropriate District Council, Local Management, the Agency and the Office of Administration. Failing to reach agreement, the Union may submit the proposed schedule to a committee of representatives from the affected agency, Office of Administration and FOP Lodge #92, which shall consider the schedule and issue a determination within 60 calendar days. The time frame can be extended by mutual agreement. Prior to the establishment of any schedule under this Section, the Union shall be required to prove that the goal and conditions set forth below will be met by the proposed schedule. If the Committee is unable to reach an agreement, the dispute may be submitted to advisory arbitration where the burden of proof shall be upon the Union. The tripartite panel will consist of one representative of the Office of Administration, one representative of FOP Lodge #92, and a mutually agreed upon arbitrator.

The goal of the proposed alternate schedule, schedules providing for every other weekend off, or flex time schedules shall be to improve the quality of work life of employees and to improve the Employer's operational efficiency and/or service to its clients. No schedule may:

- a. increase costs of operation
- b. increase current complement
- c. affect the Employer's ability to meet criteria for accreditation and/or certification
- d. adversely impact the efficiency of affected operations, nor standards of service
- e. contain an unreasonable number of work schedules

The Employer may cancel an alternate work schedule, schedule providing for every other weekend off, or flextime schedule upon 15 days' notice to the Union, when the Employer reasonably determines that the goal or conditions set forth above are not being met or that the criteria used to initiate the alternate work schedule, schedule providing for every other weekend off, or flextime schedule have materially changed. If the Union submits the Employer's cancellation of a schedule to the resolution process described above, the burden of proof shall be on the Employer.

Nothing herein will impair nor limit the Employer's right to schedule employees as set forth in this Agreement.

Representatives from the Office of Administration and FOP Lodge #92 shall meet and discuss in an attempt to draft standardized language and/or schedules that can be utilized to develop these scheduling agreements. All discussions conducted pursuant to this Section shall be in accord with the meet and discuss provisions of the Public Employee Relations Act.

Section 9. The provisions of Sections 1 through 7 shall not be applicable to employees whose hours of work, prior to the date of this Agreement, have customarily been either part-time, irregular, intermittent, employee controlled, or contractor or vendor controlled. Such employees will continue their hours of work in accordance with past practices, unless changed by the Employer under terms of Article 2 of this Agreement.

Section 10. The Hours of Work for employees who work at the Horse/Harness Race Tracks, West Chester Esquire Toxicology and Research Laboratory, and the Farm Show Complex will be scheduled in accordance with past practice.

ARTICLE 7 **REST PERIODS**

Section 1. An employee shall be permitted a fifteen-minute paid rest period during each one-half work shift provided the employee works a minimum of three hours in that one-half shift. Whenever practical, the employee shall be permitted to take the rest period at the middle of such one-half shift. Where rest periods are scheduled, the Employer shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance. The regular scheduling of rest periods immediately before or after

meal periods or at the beginning or end of the workday is permissible in certain operations where the Union and the Employer agree to such a practice or where the present practice is to schedule rest periods in that manner.

Section 2. Employees who work, without interruption, beyond their regular shift for at least one hour shall receive a fifteen-minute paid rest period and shall thereafter receive a fifteen-minute paid rest period for each additional two hours of such work unless at the end of such two-hour period the employee's work is completed or unless the employee takes a meal period during or at the end of the two-hour period.

If employees take a meal period at the expiration of their normal workday, then they shall thereafter be given a fifteen-minute rest period for each additional two hours of such work unless at the end of such two-hour period their work is completed or unless the employee takes a meal period during or at the end of the two hour period.

Section 3. Part-time employees shall be granted a fifteen-minute rest period during each 3-3/4-hour work period.

Section 4. The Employer will not require employees to continuously perform repetitive keyboard motions at a VDT for a period in excess of two consecutive hours. The Employer will attempt to provide 15 minutes of alternative work consistent with the employee's job classification. When alternative work is not available the Employer shall provide the 15-minute rest period referred to in Section 1 above or a meal period.

ARTICLE 8 **MEAL PERIODS**

Section 1. All employees shall be granted a meal period. Meal periods will not be used to effectuate a late arrival or early release without prior supervisory approval. Present practices relating to meal periods for part-time employees shall remain in effect. The meal period shall not exceed one hour in length unless the employee agrees to a longer meal period.

Section 2. a. If employees work more than two hours after their scheduled quitting time and have not had notice of such work requirement at

least two hours before commencement of their regular shift, the Employer shall furnish a meal or compensate the employee for a meal in an amount actually expended and not to exceed \$15.00.

Parole Agents will only be eligible for this meal allowance when they are required to work more than two hours past their pre-established shift, when the overtime is contiguous with the work shift and approved by a supervisor.

b. If employees are required to work on a holiday or other scheduled day off and work more than 9.5 hours (for 7.5 hour employees) or 10 hours (for 8 hour employees) on such day and have not had notice of such work assignment at least two hours before they commenced their work on that date, the Employer shall furnish a meal or compensate the employee for a meal as provided for in a. above.

c. Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal worksite during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$12.00 including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

ARTICLE 9

EATING AND SANITARY FACILITIES

Section 1. The Employer shall provide adequate eating space and sanitary facilities at all permanent locations, which shall be properly heated and ventilated. Where meals are provided to the member, the food provided to the bargaining unit shall be fresh and edible.

Section 2. Vending machines for beverages shall be provided at institutional sites where meal facilities are not available at all times. The Union may meet with authorized personnel of the various institutions to discuss the possible increase in items that may be furnished through vending machines.

Section 3. Additional vending machines for snacks, sandwiches and beverages may be installed in all work locations when feasible, providing that

existing vendor contracts permit the installation of additional vending machines and that arrangements can be made to do so at no cost to the Employer.

Section 4. The Employer agrees to meet and discuss with the Union at institutional or agency levels, upon request, for the purpose of determining the allocation of vending machine profits.

ARTICLE 10 **HOLIDAYS**

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

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Indigenous Peoples' Day
9. Veterans' Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

Section 2. In the event that the Department of Revenue is unable to secure the use of its offices located in County Court Houses which are closed on a day which the County celebrates as a holiday but the Commonwealth does not or the Department of Banking and Securities or Insurance Department is unable to secure the use of facilities located in financial institutions or insurance companies which are closed on a day which the financial institution or insurance company celebrates as a holiday but the Commonwealth does not, employees located in such County Court Houses,

financial institutions or insurance companies will observe a holiday on the day on which the holiday is being observed by the respective County, financial institution or insurance company in lieu of a holiday listed in Section 1 above. This Section is not intended to increase or decrease the number of paid holidays listed in Section 1 of this Article for Department of Revenue, Department of Banking and Securities or Insurance Department employees.

Section 3. A permanent full-time employee on a Monday through Friday work week shall be paid for any holiday listed in Section 1 of this Article, provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent thereto. If a holiday occurs while employees are on leave without pay under Article 17, Section 3, they shall be paid for the holiday provided the employees were in active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay.

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

Section 4. Permanent full-time employees working other than a regular Monday through Friday work week shall be guaranteed the same number of days off with pay equal to the number of paid holidays received by the employees on a regular Monday through Friday schedule, subject to the same entitlement requirement.

Section 5. If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Article, except the day after Thanksgiving, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 4 above. Paid time off for time worked outside of the employee's regularly scheduled shift shall not be in lieu of such holiday pay. If a written request is received prior to or within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations,

be scheduled and granted as requested by the employee. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time, paid time off for working a holiday in accordance with this section shall be carried ten (10) pay periods into the next calendar year. Paid time off not used by the end of this period shall be paid out to employees at their regular rate of pay in effect at that time, in lieu of such paid time off.

If a permanent full-time employee works on the day after Thanksgiving, the employee shall be compensated at the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on the day after Thanksgiving up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 4 above. Paid time off for time worked outside of the employee's regularly scheduled shift shall not be in lieu of such holiday pay. If a written request is received prior to or within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time, paid time off for working a holiday in accordance with this section shall be carried ten (10) pay periods into the next calendar year. Paid time off not used by the end of this period shall be paid out to employees at their regular rate of pay in effect at that time, in lieu of such paid time off.

Local Management and the local union may meet and agree to buy out compensatory time earned as a result of working on a holiday, at the straight time rate prior to the expiration of the ten (10) pay periods into the next calendar year. All agreements reached at the local level must be reviewed and approved by the Agency and FOP Lodge #92. If no agreement is reached or no approvals received, compensatory time will be scheduled in accordance with Paragraph 1 above.

This provision shall supersede any conflicting language in the appendices regarding holiday compensatory leave usage timeframes and payouts.

Section 6. If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Article, except the day after Thanksgiving, the

employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 4 above. Paid time off for time worked outside of the employee's regularly scheduled shift shall not be in lieu of such holiday pay. If a written request is received prior to or within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time, paid time off for working a holiday in accordance with this section shall be carried ten (10) pay periods into the next calendar year. Paid time off not used by the end of this period shall be paid out to employees at their regular rate of pay in effect at that time, in lieu of such paid time off.

If a permanent full-time employee works on the day after Thanksgiving, the employee shall be compensated at the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on the day after Thanksgiving up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 4 above. Paid time off for time worked outside of the employee's regularly scheduled shift shall not be in lieu of such holiday pay. If a written request is received prior to or within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time, paid time off for working a holiday in accordance with this section shall be carried ten (10) pay periods into the next calendar year. Paid time off not used by the end of this period shall be paid out to employees at their regular rate of pay in effect at that time, in lieu of such paid time off.

Local Management and the local union may meet and agree to buy out compensatory time earned as a result of working on a holiday, at the straight time rate prior to the expiration of the ten (10) pay periods into the next calendar year. All agreements reached at the local level must be reviewed and approved by the Agency and FOP Lodge #92. If no agreement is

reached or no approvals received, compensatory time will be scheduled in accordance with Paragraph 1 above.

This provision shall supersede any conflicting language in the appendices regarding holiday compensatory leave usage timeframes and payouts.

Section 7. The Employer will attempt to equalize holiday work assignments among permanent full-time employees in the same job classification in the overtime equalization unit during each calendar year. Employees entering established equalization units after the beginning of a calendar year shall be credited for equalization purposes with an amount of holiday work equal to the maximum amount of credited holiday work held by an employee in the same classification in the equalization unit since the beginning of the applicable year. The Employer is not required to schedule employees for less than a full shift in order to equalize holiday work assignments.

Section 8. Permanent part-time employees shall receive holidays on a pro rata basis. Employees, at the option of the Employer, shall receive either prorated paid leave or shall be paid at their regular hourly rate of pay in lieu of such paid leave.

Permanent part-time employees shall be compensated at one and one-half times their regular hourly rate of pay for all hours worked on a holiday set forth in Section 1 above except the day after Thanksgiving. Permanent part-time employees shall be compensated at their regular hourly rate of pay for all hours worked on the day after Thanksgiving.

Section 9. A permanent employee separated from the service of the Employer for any reason prior to taking paid time off earned by working a holiday listed in Section 1, shall be compensated in lump sum for any unused paid time off the employee has accumulated up to time of separation.

Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided

however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

Section 10. Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all permanent employees who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift if a full holiday is declared, or up to a pro rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the employees their regular hourly rate of pay in lieu of such equivalent time off with pay.

Section 11. When an employee's work shift overlaps the calendar day, the first shift of the employee in which 50% or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end 24 hours after the commencement of that shift.

Section 12. In no event shall an employee be entitled to duplicate holiday payment. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 1 of Article 20 of this Agreement.

Section 13. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

ARTICLE 11

GENERAL PROVISIONS

Section 1. Preparation of Reports

Employees who are required to make out reports relating to their jobs shall prepare such reports on the Employer's time. The parties, recognizing that in many instances the employees required to make out such reports schedule their own hours, agree that it is not the intent of this paragraph to provide for the extension of the work week which is authorized by the Employer and thereby increase the Employer's overtime liability.

It is the intent of the parties to structure labor-management committee meetings for the purpose of reviewing and/or eliminating required paperwork.

Such meetings will be held at least two times a year at the agency level. It is understood by the parties hereto that the final decision for the reduction and/or elimination of required paperwork shall be made by the Employer.

Additionally, the parties agree that the Union will provide the Employer with an agenda which shall list the specific proposals to be made for the reduction and/or elimination of required paperwork. If such agenda is not provided, the scheduled meeting shall not be held.

Section 2. Credit Cards

a. The Employer, at its sole discretion, shall either make credit cards available to those employees who have a valid operational need for such credit cards or shall arrange for employees to bill necessary work-related telephone calls to their office telephone number.

Where the Employer can demonstrate that either credit cards or third-party billing privileges have been abused, they shall be immediately withdrawn.

b. The Commonwealth shall have the right to make corporate card deductions from the paycheck of an employee with delinquent corporate card balances of more than 90 days. Any deductions so taken will be consistent with the provisions of Article 35, Section 18, except that they shall also apply to amounts less than \$300.

Employees who have submitted a timely request for reimbursement of travel expenses shall not be subject to deductions until after they receive reimbursement.

Section 3. Personal Property Damage

In the event an employee who is involved in an undercover assignment or an investigation assignment in the field damages or destroys items of clothing or personal property which are worn by the employee and which are necessary for the performance of such employee's work, the Employer at its

discretion shall reimburse the employee for either the value of or the cost to repair such clothing or personal property. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not due to the employee's own negligence.

Section 4. Office Equipment

Where the Employer requires the use of specific office equipment for the conduct of their assigned job duties the Employer shall provide such office equipment.

Section 5. Heart and Lung Act

Parole agents may receive benefits as provided by the "Heart and Lung Act" (Act 193 of 1935 P.L. 477).

Section 6. Expense Accounts

Expense vouchers that are submitted at the appropriate time and are properly completed and signed shall be paid within six weeks. Delays occasioned by situations beyond the jurisdictional control of the Governor or lack of funds shall not be the subject of any grievance.

Section 7. Use of Commonwealth Vehicles

The parties hereto agree that an employee may use a Commonwealth vehicle for legitimate reasons after normal working hours. For purposes of this Agreement, "legitimate reasons" shall not include, among other reasons, the use of this aforesaid vehicle for entertainment or recreational reasons. To be eligible to use a Commonwealth vehicle after normal working hours, the employee must be required by the Employer to remain away from home after such work hours.

Employees who have Commonwealth vehicles permanently assigned to them or who utilize Commonwealth vehicles on a day-to-day basis shall, if prior approval is secured, be permitted to drive these vehicles home at the end of their work day when such practice, in the opinion of the Employer, will result in the more efficient and economical use of both the employee's time and the vehicle utilization.

ARTICLE 12
LEAVES OF ABSENCE

Section 1. All time that an employee is absent from work shall be appropriately charged.

Section 2. Where a state civil service examination is not given during an employee's non-working time, a permanent full-time employee shall be granted administrative leave with pay to take such examination which is scheduled during the employee's regular work hours subject to management's responsibility to maintain efficient operations. Employees shall only be entitled to leave for this purpose on one occasion during each one-half calendar year. Such leave shall not exceed the employee's normal work shift or the time necessary to travel to and from the examination and to take the examination, whichever is lesser. Employees shall not be eligible for travel expenses under this Section.

Section 3. All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made.

Except for such emergency type leaves, the time when leave is taken is within the discretion of the Employer.

Except as provided in Article 13, Section 3, requests for any type of leave to which an employee is entitled under this Agreement and which are not to exceed one month shall be answered by the Employer within five days. If the requested leave is in excess of one month, the request shall be answered within 10 days.

Section 4. The Employer will continue its present practice of granting administrative leave to a reasonable number of employees who attend training seminars conducted by the Union to the same general extent that this has been granted in prior years.

Section 5. Employees shall be granted up to four (4) hours of administrative leave per calendar year to donate blood.

Section 6. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

Section 7. Permanent and non-permanent employees, excluding annuitants, who are in an active pay status will be authorized to use up to two (2) hours total of paid leave per calendar year for the purpose of exercising their right to vote in a Primary, General or Special Election. Such leave shall be available for employees to complete and/or submit a mail-in ballot or to vote in person and shall be called Voting Leave (VOTE). This leave shall be subject to supervisory approval based on management's responsibility to maintain efficient operations. It is understood that this leave is inclusive of any travel associated with voting.

The timeframe during which leave may be used for each election shall be determined by the election calendar published by the Department of State. Voting leave shall not count, in whole or in part, as credited service time or income for retirement purposes under the State Employees Retirement Code; however, it shall be regarded as hours worked for the purpose of computing overtime pay.

ARTICLE 13
VACATIONS

Section 1. a. Employees shall be eligible for annual leave after 30 calendar days of service with the Employer in accordance with the following schedule:

**Leave Service Credit
(Includes all periods of
Commonwealth Service)**

**Maximum Annual Leave
Entitlement Per Year**

Up to 3 Years:

Annual Leave will be
Earned at the rate of
4.24% of all Regular
Hours Paid

37.5 Hr. Workweek: 82.5 Hrs. (11 days)
40 Hr. Workweek: 88 Hrs. (11 days)

Over 3 Years to 15 Years Inclusive:

Annual Leave will be	37.5 Hr. Workweek: 142.5 Hrs. (19 days)
Earned at the rate of	40 Hr. Workweek: 152 Hrs. (19 days)
7.32% of all Regular	
Hours Paid	

Over 15 Years:

Annual Leave will be	37.5 Hr. Workweek: 180 Hrs. (24 days)
Earned at the rate of	40 Hr. Workweek: 192 Hrs. (24 days)
9.24% of all Regular	
Hours Paid	

b. Employees hired before July 1, 2011 with over 25 years of Commonwealth service are eligible to earn annual leave in accordance with the following schedule.

Over 25 Years:

Annual Leave will be	37.5 Hr. Workweek: 225 Hrs. (30 days)
Earned at the rate of	40 Hr. Workweek: 240 Hrs. (30 days)
11.55% of all Regular	
Hours Paid	

c. Regular Hours Paid as used in this Article include all hours paid except overtime, standby time, call-time, and full-time out-service training.

d. Employees shall be credited with a year of service for each 26 pay periods completed in an active pay status, provided they were paid a minimum of one hour in each pay period.

e. Employees may be eligible for up to one additional annual leave day to be earned at the beginning of the next leave calendar year provided the requirements of Article 14, Section 13 are met.

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

Section 3. a. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee

with the greatest bargaining unit seniority shall be given a choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection period shall be September 1-30 for vacations from January 1 to June 30 of the following year and March 1-31 for vacations from July 1 to December 31, unless there are existing or subsequent agreements on the selection period at appropriate local levels. Requests for leave submitted during the selection period shall be answered within 20 calendar days after the end of the selection period.

b. Requests for up to four days per year of emergency annual leave shall not be unreasonably denied with the understanding that an employee may be required to substantiate the emergency nature of the request and that further, it may be necessary, in order to accommodate the emergency, to reschedule requests of other employees for holiday, compensatory and/or annual leave not scheduled during the selection period.

c. Requests for a full day (7.5 or 8 hours) of unscheduled, extraordinary annual leave will be reviewed for approval. Employees will not be required to substantiate the need for the extraordinary absence; however, absence requests may be denied if such absence would create significant or serious operational impacts. Unscheduled, extraordinary annual leave is limited to two days per calendar year (15.0 or 16.0 hours), and the first two days of such unscheduled absences will be recorded as extraordinary annual leave and be deducted from the four days of emergency annual leave permitted in subsection b. above.

An employee on an alternate work schedule may request and receive approval for extraordinary annual leave for a workday other than a 7.5 or 8 hours shift. In such instance, the entire shift shall be considered as extraordinary annual leave as long as the employee has a sufficient number of hours in his/her 15.0 or 16.0 hour allotment to cover the absence. Use of extraordinary annual leave on workdays for which there is an insufficient number of hours in the allotment to cover the full alternate work schedule shift will be limited to the available number of such hours.

d. An employee's request for an annual leave day on the employee's birthday received in writing at least 45 calendar days prior to the employee's birthday shall be approved. An employee shall be allowed to

anticipate the earning requirement in Section 1 above, for an annual leave day used on the employee's birthday. If an employee's birthday falls on a day other than a regularly scheduled work day, the employee will be permitted to schedule an annual leave day in accordance with this Section either the work day immediately before or after the birthday.

Section 4. Employees who work other than a regular Monday through Friday workweek and who request and are granted a vacation covering at least five (5) consecutive work days which immediately precedes or follows their regularly scheduled days off shall not have their regularly scheduled days off changed and for any requirement to work the regularly scheduled days off the employee shall be paid two and one-half times the employee's regular hourly rate of pay.

Section 5. a. If a holiday occurs during the work week in which vacation is taken by an employee, the holiday shall not be charged to annual leave.

b. A temporary employee shall be permitted, upon request, to use up to a full shift of accrued annual leave on a holiday that the temporary employee is not scheduled to work provided the use of accrued annual leave does not result in the employee receiving more than 37.5 or 40.0 hours in a work week.

Section 6. Employees who become ill during their vacation will not be charged annual leave for the period of illness provided satisfactory proof of such illness is furnished to the Employer upon return to work.

Section 7. Employees separated from the service of the Employer for any reason prior to taking their vacation, shall be compensated in a lump sum for the unused vacation they have accumulated up to the time of separation.

Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount

shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

Section 8. Unused annual leave shall be carried over from one calendar year to the next provided that in no case shall the amount thus carried over exceed 45 days (337.5 or 360 hours). However, employees will be permitted to carry over annual leave in excess of the forty-five day limit into the first seven (7) pay periods of the next calendar year. Any days carried over in accordance with this Section which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be converted to sick leave, subject to the 300 day limitation contained in Article 14, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

A temporary employee who is separated at the end of his or her temporary employment may request in writing to retain up to five full days of annual leave for use during his or her next period of employment. If the temporary employee is not returned to employment within one year of separation, the annual leave shall be paid out at the rate in effect at the time of the employee's separation.

Section 9. Effective January 1, 2025, employees will be permitted to sell back up to a maximum three (3) days (22.5/24 hours) of accrued annual leave per year, provided the employee's accrued annual leave balance, including future dated absences, remains at a minimum of twenty (20) days (150/160 hours) after the sell back occurs. Eligible employees will be permitted to sell back accrued annual leave in this manner only one time per year and sell back requests must be submitted between January 1st and 31st each year. Accrued annual leave can only be sold back in full day increments(7.5/8 hours).

Section 10. If an employee is required to return to work after commencement of a prescheduled vacation, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours required to work on the prescheduled vacation day or days. The employee shall be permitted to reschedule such vacation day or days in accordance with Section 3. This Section shall not apply to employees in the Department of Transportation who are recalled for the purpose of performing duties due to actual or anticipated adverse weather conditions.

Section 11. The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to furloughed employees who, during the recall period, return to the Employer's payroll in a temporary capacity.

Section 12. Employees on leave without pay to attend official union conventions or conferences in accordance with Article 17, Section 3 shall have that time included in regular hours paid for purposes of earning annual leave entitlement and credited service under Section 1 above.

Section 13. Permanent employees who have one or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave privilege.

Permanent employees with less than one year of service may, at the Employer's discretion, anticipate up to one day (7.5 or 8.0 hours) of annual leave before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for leave used but not earned.

Section 14. An employee who is furloughed and is not employed in another position within 14 calendar days of the effective date of furlough will receive a lump sum payment for all earned, unused annual leave unless the employee requests in writing before the end of the 14 calendar days to freeze all earned, unused annual leave.

An employee may subsequently change a decision to freeze the earned, unused annual leave by submitting a written request for a lump sum payment for the annual leave. Payment will be made within 35 days of the date on which the request is received by the Employer, and will be at the rate of pay in effect on the last day of employment prior to the date of furlough.

If the employee is re-employed during the furlough recall period, annual leave which was frozen will be reinstated. If the employee is not re-employed prior to the expiration of the furlough recall period, the employee shall be paid off in lump sum for all frozen earned, unused annual leave at

the rate of pay in effect on the last date of employment prior to the date of furlough.

Section 15. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

ARTICLE 14
SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. a. Employees shall be eligible to use paid sick leave after 30 calendar days of service with the Employer. Employees shall earn sick leave as of their date of hire in accordance with the following schedule:

**Maximum Sick Leave
Entitlement Per Year**

Sick Leave will be earned at the rate of 4.24% of all Regular Hours Paid

37.5 Hr. Workweek: 82.5 Hrs. (11 days)
40 Hr. Workweek: 88 Hrs. (11 days)

b. Regular Hours Paid as used in this Article include all hours paid except overtime, standby time, call-time, and full-time out-service training.

Section 2. Employees may accumulate sick leave up to a maximum of 300 days (2250 or 2400 hours).

Section 3. A doctor's certificate is required for an absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where the Employer has reason to believe that the employee has been abusing the sick leave privilege. The total circumstances of an employee's use of sick leave rather than a numerical formula shall be the basis upon which the Employer's final determination is made that the employee is abusing sick leave. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

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

Section 5. Where a family member's serious health condition requires the employee's absence from work beyond 20 days (150/160 hours as applicable) in a calendar year, permanent employees with at least one year of service may use accrued sick leave, in addition to that provided by Section 4 above.

a. Employees who meet the eligibility criteria in b. through e. below may use accrued sick leave in accordance with the following schedule:

Leave Service Credit	Sick Family Allowance
Over 1 year to 3 years	Up to 52.5/56 additional hours (7 days)
Over 3 years to 15 years	Up to 112.5/120 additional hours (15 days)
Over 15 years to 25 years	Up to 150/160 additional hours (20 days)
Over 25 years	Up to 195/208 additional hours (26 days)

b. During the initial 20 days (150/160 hours) of absence, paid annual and/or unpaid leave shall be used and may include leave provided under Section 4 above. The additional sick family leave allowance must be used prospectively and may not be retroactively charged for any of the initial 20 days (150/160 hours). A separate 20-day (150/160 hour) requirement must be met for each different serious health condition and/or family member and for each calendar year, even if not all of the additional days were used during the previous calendar year.

c. The initial 20 days (150/160 hours) of absence may be accumulated and the additional leave may be used on an intermittent basis.

d. Proof of the family member's serious health condition as defined by the Family and Medical Leave Act must be provided on the Commonwealth's Serious Health Condition Certification form. Proof may be required for each absence during the 20 day (150/160 hour) period and subsequent additional sick family leave period.

e. Family member for the purposes of this Section is defined as the following persons: husband, wife, child, step-child, foster child, or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria.

Section 6. Employees may use up to five days of sick leave for the death of a spouse, parent, step-parent, child, or step-child and up to three days of such leave may be used for the death of a brother, sister, grandparent, step-grandparent, grandchild, step-grandchild, son- or daughter-in-law, brother- or sister-in-law, parent-in-law, grandparent-in-law, aunt, uncle, foster child, step-sister, step-brother, niece, nephew, or any relative residing in the employee's household.

Section 7. a. Employees who retire as defined in Article 25, Section 6, shall be paid for their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in Subsection b.

Days Available at Retirement	Percentage Buy-Out	Maximum Days
0 - 100	30%	30
101 - 200	40%	80
201 - 300	50%	150
over 300 (in last year of employment)	100% of days over 300	11

b. Eligibility for payment of accumulated unused sick leave under Subsection a. is as follows:

(1) Superannuation retirement (as defined in Article 25, Section 6) with at least five years of credited service; or

(2) Eligible for the Retired Employees Health Program under Article 5, Section 6.e.; or

(3) After 7 years of service, death prior to retirement or separation of service except as provided in Section 8.

c. Such payments shall not be made for part days of accumulated sick leave.

d. No payments under this Section shall be construed to add to the credited service of the employee or to the retirement covered compensation of the employee.

e. Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

Section 8. When an employee dies as the result of a work-related accident, the Commonwealth will pay 100% of the employee's unused sick leave unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case the Commonwealth will pay 30% of the employee's unused sick leave up to 90 days. Such payments shall not be made for part days of accumulated sick leave.

Section 9. The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

Section 10. Employees on leave without pay to attend official union conventions or conferences in accordance with Article 17, Section 3 shall have that time included in regular hours paid for the purpose of earning sick leave entitlement in accordance with Section 1 above.

Section 11. Permanent employees who have one or more years of service since their last date of hire may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave privilege. Permanent employees with less than one year of service since their last date

of hire may anticipate up to three (3) days of sick leave to which they become entitled during the then current calendar year.

An employee may elect to use annual leave prior to anticipating sick leave.

Section 12. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

Section 13. Employees who have more than one year of service since their most recent date of hire and who use no sick leave during the first half (first thirteen (13) pay periods) of the leave calendar year shall earn one-half day (3.75 or 4.0 hours) of annual leave in addition to those earned under Article 13, Sections 1.a. and 1.b. Employees who have more than one year of service since their most recent date of hire and use no sick leave during the second half (last thirteen (13) or fourteen (14) pay periods, depending on the number of pay periods in the leave calendar year) of a leave calendar year shall earn one-half day (3.75 or 4.0 hours) of annual leave in addition to those earned under Article 13, Sections 1.a. and 1.b. Leave earned will be available for use in the pay period following the pay period in which it was earned.

Sick bereavement leave used will not be counted; however, all other types of paid sick leave; unpaid sick leave used under Article 18; and paid and unpaid leave used for work-related injuries shall count as sick leave for this section.

ARTICLE 15 **CIVIL LEAVE**

Section 1. The Employer recognizes the responsibility of its employees to fulfill their civic duties as jurors and witnesses in court proceedings. The Employer agrees therefore to grant civil leave with pay to permanent employees:

a. Who have not volunteered for jury duty and are called for jury duty; or

b. Who are not a party in a civil or criminal court proceeding, but are subpoenaed as a witness to attend such a court proceeding.

Civil leave shall be granted for the period of time (including reasonable travel time) when the employee's regularly scheduled work is in conflict with the required court attendance time. An employee shall be eligible to receive a maximum of one (1) day's pay at their regular straight time rate (one (1) full shift) for each day of required court attendance.

If an employee works a second or third shift and their hours of work are not in conflict with the required court attendance time, the employee shall be granted civil leave equal to the required court attendance time plus reasonable travel time up to a full shift for each day of the required court attendance during either their regular shift immediately preceding or subsequent to the court appearance.

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

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

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

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

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

Section 4. a. Permanent employees, while performing fire fighting duties, fire police duties, emergency medical technician duties, civil air patrol

activities or emergency management rescue work during a fire, flood, hurricane or other disaster, may be granted leave with pay. Certified Red Cross disaster relief volunteers may be granted leave with pay to perform disaster relief work for the Red Cross during a state of emergency declared by the Governor.

b. Volunteer participation in fire fighting activities, fire police duties, emergency medical technician activities, civil air patrol activities, emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the agency head. Employees absent from work for reasons under Subsection a. of this Section shall be required to obtain a written statement from the fire company, forest unit, emergency management agency, or other organization with which they served, certifying as to their activities during the period of absence.

ARTICLE 16 **MILITARY LEAVE**

Employees shall be eligible for military leave as provided as follows:

Section 1. Military Reserve

a. All permanent employees of the Commonwealth who are members of reserve components of the Armed Forces of the United States shall be entitled to military leave with compensation for all types of training duty ordered or authorized by the Armed Forces of the United States. Such training duty may either be active or inactive duty training and shall include but is not limited to:

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

b. For military training duty as provided for in Subsection a. of this Section, the maximum military leave with compensation is 15 working days per calendar year.

c. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

Section 2. Pennsylvania National Guard

a. In accordance with the Military Code as amended by Act 92 of 1975 and Act 174 of 1990, all permanent employees of the Commonwealth who are members of the Pennsylvania National Guard shall be entitled to military leave with compensation for all types of training duty (active and inactive) or other military duty ordered or authorized by the Armed Forces of the United States. Such duty shall include but is not limited to:

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

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

c. Military leaves with compensation shall also be granted to members of the Pennsylvania National Guard on all working days during which, as members of the Pennsylvania National Guard, they shall be engaged in the active service of the Commonwealth as ordered by the Governor when an emergency in the Commonwealth occurs or is threatened, or when tumult, riot or disaster shall exist or is imminent.

d. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

Section 3. General

a. Employees of the Commonwealth who leave their jobs for the performance of duty, voluntarily or involuntarily, in any branch of the Armed Forces of the United States, any of its Reserve components or any of its National Guard components, or the commissioned corps of the Public Health Service for the purpose of training or service shall be granted military leave without pay. The provisions of Section 3 through Section 6 are consistent with Chapter 43, Part III, of Title 38 United States Code and Military Code, 51 Pa. C.S. §7301 et seq.

b. Employees who are on military leave without pay shall have their duties performed either by remaining employees and their positions kept vacant or by temporary substitutes.

Section 4. Granting, Duration and Expiration

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

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

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

c. Military leave without pay shall expire:

- 1) For periods of more than 180 days, no more than 90 days after the completion of the service.
- 2) For periods of service of more than 30 days but less than 181 days, no more than 14 days after the completion of the service.
- 3) For periods of service that were less than 31 days, the first full

regularly scheduled work period following the period of service or up to eight hours after an opportunity to return from the place of service to the employee's home.

- 4) For periods of hospitalization or convalescence from illness or injury incurred during the period of service, up to two years after the period of service or when recovered, whichever occurs sooner.
- 5) For circumstances beyond an employee's control, the above periods may be extended upon demonstration of such circumstance.

Section 5. Re-employment

Employees have the right to return to employment at the time of or prior to the expiration of military leave upon notifying the agency head of the desire and availability to return to Commonwealth service, provided the following are met:

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

Section 6. Seniority Rights.

An employee who returns to employment at the time of or prior to the expiration of military leave shall be given such status in employment as would have been enjoyed if employment had been continuous from the time of entrance into the Armed Forces.

Section 7. Retirement Rights.

Employees who are granted military leaves may, under conditions provided in the Military Code (51 Pa. C.S. 7306) and Chapter 43, Part III of Title 38 United States Code and in accordance with procedures prescribed

by the State Employees' Retirement Board choose either to continue or discontinue making regular payments into their retirement accounts.

Section 8. Loss of Benefits.

Employees who are separated from the service by a discharge under other than honorable conditions, bad conduct, or dishonorable discharge shall not be entitled to any of the benefits of Section 3 through Section 9 of the Article (relating to military leaves without pay) except such vested rights as they may have acquired thereto by virtue of payments made into their retirement accounts.

Section 9. Physical Examination

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

Section 10. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

ARTICLE 17
LEAVES OF ABSENCE WITHOUT PAY

Section 1. Employees may be granted leaves without pay at the sole discretion of the Employer for any reason for a period not to exceed two years.

Section 2. Employees who are elected or appointed as Union officials or representatives shall be granted, at the written request of the employee, leaves without pay for the maximum term of office, not to exceed three years. Such leaves may be renewed or extended by written mutual consent of the Union and the Employer.

Section 3. Union officials or elected delegates shall be granted, subject to management's responsibility to maintain efficient operations, up to six weeks leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official union conventions or conferences. Employees may use accrued annual or personal leave for this purpose in lieu of leave without pay. The following shall be recognized as official union conventions or conferences:

- 1) FOP National Convention
- 2) FOP State Convention
- 3) Lodge #92 Convention
- 4) Leadership Institute (Steward/Officer Training) Conference
- 5) Black Labor Coalition Conference
- 6) National Nurse's March
- 7) National Police Week
- 8) Contract Interpretation Training Sessions held after the negotiation of a new collective bargaining agreement for the purpose of disseminating contract interpretation information to delegates. An employee may be granted leave without pay with seniority credit to attend two contract interpretation training sessions during the life of a collective bargaining agreement.
- 9) Executive Board Meetings of Lodge #92
- 10) FOP Policy Committee except for contract ratification
- 11) FOP Leadership Training
- 12) Local Steward/Officer Training Sessions

Requests for leave without pay with seniority credit for union officials or elected delegates will be forwarded to the Bureau of Employee Relations, Office of Administration, by FOP Lodge #92, not less than three weeks prior to the date of each convention or conference. Each request will contain the name, classification, department and work location of the union official or delegate, in addition to the name of the conference or convention.

Section 4. After completing one year of service, an employee may be granted a leave of absence without pay at the sole discretion of the Employer for educational purposes. Such leave shall not exceed one year and shall not be granted more than once every four years.

Section 5. Upon the expiration of any approved leave of absence without pay, except as provided in Article 18, Section 3 and in Article 26, Section 6,

the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Article 29, Seniority.

ARTICLE 18
FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

Section 1. General

a. After completing one year of service, an employee shall be granted up to 12 weeks of FMLA leave with benefits, on a rolling twelve month year basis, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. Leave under this Section may be approved on an intermittent, reduced-time, or full-time basis. A permanent part-time employee shall be granted the 12 week entitlement provided by this Subsection if the employee has at least 900 hours of actual work time within the twelve months preceding the commencement of the leave; the entitlement will be pro-rated based on the employee's percentage of full-time regular hours worked.

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

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

Effective with the beginning of the 2021 leave calendar year, FMLA leave may not be used for the medical needs of a domestic partner.

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

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

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

The extension shall be with benefits for the first 13 weeks (91 calendar days) and shall be without benefits for the remainder of the extension. Such extensions shall be contiguous to the termination of the 12 week entitlement. It shall not be used on an intermittent or reduced-time basis, except as provided under Section 1.f.

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

e. This Article shall not apply to a compensable work-related injury. For non-compensable workers' compensation claims, Subsection 1.a. of this Article applies. When the employee does not meet eligibility requirements for leave under Subsection 1.a. of this Article, up to 13 weeks (91 calendar days) of leave without pay with benefits may be granted.

f. Intermittent or reduced-time FMLA leave may be approved for absences after the 12 week entitlement when due to a catastrophic illness or injury of a permanent employee that poses a direct threat to life or to the vital function of major bodily systems or organs, and would cause the employee to take leave without pay or terminate employment. All accrued and anticipated leave must be used before granting leave without pay under this Subsection. Such leave without pay used will run concurrently with and reduce the entitlement.

Section 2. Granting Leave

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

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

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

Section 3. Re-employment

a. A permanent employee shall have the right to return to the same position in the same classification, or to an equivalent position with regard to pay and skill, as the position he/she held before going on leave as described in Section 1.a. and the first 14 weeks of leave as described under Section 1.c.

b. Upon the expiration of the re-employment rights under Subsection a. or Subsection c., and upon written request to return to work, a permanent employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the extension period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the entitlement in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

In those instances in which a seniority unit includes several work sites, it is understood that an employee's right to reemployment as set forth in this section will be to a position at the work site in which the employee was assigned to work prior to the FMLA leave for absences under Section 1.a., provided that a position in the employee's classification continues to exist at the work site and further provided that the employee is not subject to a transfer or furlough as provided for in Article 29.

c. Employees who use 26 weeks or more of paid leave (12 weeks of leave under Section 1.a. and the first 14 weeks of leave under Section 1.c.) and who return to work before or upon the exhaustion of the paid leave will have the same return rights as described in Subsection a. Return rights after paid leave is exhausted, if the absence is more than 26 weeks (12

weeks of leave under Section 1.a. and the first 14 weeks of leave under Section 1.c.) are in accordance with Subsection b.

Section 4. Seniority Rights.

Upon return from FMLA leave, a permanent employee shall retain all seniority and pension rights that had accrued up to the time of leave. Seniority shall continue to accrue during FMLA leave under Section 1.a., and during the extension period under Section 1.c.

Section 5. Annual, Sick, Compensatory and Holiday Leave

a. An employee using FMLA leave for military exigencies or military caregiving, must use all applicable, accrued paid leave types upon commencement of FMLA leave. For all other FMLA leave, an employee shall be required to use all applicable accrued paid sick leave (sick family or additional sick family for family care reasons) as certified by a health care provider upon commencement of FMLA leave, except as provided in Subsection b. below. An employee shall not be required to use annual, compensatory or holiday leave upon the commencement of FMLA leave, except as provided for in Subsection 1.f. of this Article. If any paid leave is used, it will run concurrently with and reduce the entitlements under Sections 1.a. and 1.c. of this Article. Unused leave shall be carried over until return. An employee shall not earn annual and sick leave while on leave without pay. Holidays will be earned based on Article 10, Holidays.

b. An employee may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used during the 12 week entitlement as certified by a physician; such sick leave used will run concurrently with and reduce the entitlement. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 week entitlement will be reviewed for approval under the provisions of Article 14; such use will not be counted against the FMLA entitlement.

c. An employee who has accrued more than 12 weeks of paid leave is not limited to 12 weeks of FMLA leave. Leave in excess of 12 weeks will

run concurrently with and reduce the entitlement under Section 1.c. of this Article.

Section 6. Benefits

a. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 24 and 25 will continue during FMLA leave under Section 1.a. and for the benefit-eligible period of leave under Section 1.c. of this Article.

b. The continuation of benefits under this Article is subject to the employee's payment of any required employee contribution under Article 25, Section 3.

Section 7. Definitions

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

b. For the purpose of this Article, son or daughter shall be defined as a biological, adopted, or foster child, a step-child, a legal ward, a child of a person standing in loco parentis, or a biological or adopted child of the employee's domestic partner who is:

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

Effective with the beginning of the 2021 leave calendar year, the definition of a son or daughter shall not include a biological or adopted child of the employee's domestic partner.

c. For the purpose of this Article, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

Section 8. Guidelines

a. Guidelines established by the Secretary of Administration regarding FMLA leave are published through the Directives Management System (Reference Management Directive 530.30).

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

c. Should the Patient Protection and Affordable Care Act of 2010, 42 USC § 18001 et seq., or its regulations be modified or interpreted to not provide an additional 91 calendar days of benefits as described in Section 1 of this Article, it is agreed that the health and life insurance entitlements outlined in this Article will not be diminished.

ARTICLE 19 **SALARIES & WAGES**

Section 1. Effective July 1, 2023, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of five percent (5.0%). This increase is reflected in the Standard Pay Schedule in Appendix A.

Section 2. Effective July 1, 2024, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of two percent (2.0%). This increase is reflected in the Standard Pay Schedule in Appendix B.

Section 3. Effective July 1, 2025, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of two and one-quarter percent (2.25%). This increase is reflected in the Standard Pay Schedule in Appendix C.

Section 4. Effective July 1, 2026, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of two percent (2.0%). This increase is reflected in the Standard Pay Schedule in Appendix D.

Section 5. A permanent salaried employee whose salary exceeds the maximum of the employee's applicable pay scale group when the general pay increases outlined in Sections 1, 2, 3, and 4 are effective shall receive the annual amount of the general pay increase in the form of a one-time cash payment rounded to the nearest dollar. The cash payment shall be paid no later than the next payday after the general pay increase is reflected in the paychecks of employees who are not above the maximum. If an employee's rate of pay exceeds the maximum of the employee's applicable pay scale group before the general pay increase, but would not exceed the maximum after the general pay increase, the employee's rate shall be increased by an amount which will make it equal to the new maximum. The one-time cash payment for an employee in this situation shall be reduced by the amount of increase in the employee's annual rate of pay.

Section 6. a. Employees hired into classifications covered by this Agreement shall be paid the minimum rate for the pay scale group assigned to their classification as reflected on the Standard Pay Schedule.

b. The Commonwealth may hire employees at pay rates above the minimum rate of the assigned pay scale group. In such cases, the Office of Administration will notify FOP Lodge #92 after it has approved the hiring above the minimum rate and before the above minimum appointments are made by the appointing authority.

Section 7. a. Employees covered by this Agreement who have been employed continuously by the Commonwealth since January 31, 2023, will be eligible to receive a one step service increment effective on the first day of the first full pay period in January, 2024.

b. Employees covered by this Agreement who have been employed continuously by the Commonwealth since January 31, 2024, will be eligible to receive a one step service increment effective on the first day of the first full pay period in January, 2025.

c. Employees covered by this Agreement who have been employed continuously by the Commonwealth since January 31, 2025, will be eligible to receive a one step service increment effective on the first day of the first full pay period in January, 2026.

d. Employees covered by this Agreement who have been employed continuously by the Commonwealth since January 31, 2026 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January, 2027.

e. Employees covered by this Agreement who terminate with at least one year of continuous service since their most recent appointment and who are reemployed within six months from the date of termination or furlough will be eligible to receive the one step service increments outlined in Subsections a., b., c. and d., if they are in an active pay status on the effective date of the increments.

f. During the term of this Agreement, employees who are at or above the maximum step of their pay scale group at the time they become eligible for a service increment as outlined in Subsections a., b., c. and d. shall receive the annual amount of a two and one-quarter percent (2.25%) increase in the form of a one-time cash payment rounded to the nearest dollar.

Section 8. a. When an employee covered by this Agreement is promoted to another classification in a higher pay scale group, the employee shall receive an increase of four steps for each pay scale group the employee is promoted or the minimum of the new pay scale group, whichever is greater.

b. When an employee covered by this Agreement is demoted (including demotions occurring as a result of furlough bump or furlough recall) to another classification in a lower pay scale group, the employee shall receive a decrease of four steps for each pay scale group the employee is demoted or to the maximum of the new pay scale group, whichever is lesser.

c. When an employee covered by this Agreement is transferred to another classification in the same pay scale group, the employee shall be placed at the same step in the pay scale group.

Section 9. The cash payment provided for in this Article shall not be added to the employee's base salary. The cash payment will be subject to dues deductions where applicable.

Section 10. An employee in an inactive pay status shall, upon return to active pay status, be entitled to the above general pay increases outlined in

Sections 1, 2, 3 and 4; the cash payments outlined in Sections 5 and 7; and the service increments outlined in Section 7 where applicable.

Section 11. The salaries of employees shall be paid biweekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

Section 12. The policies regarding pay scale group revisions contained in the Commonwealth's Personnel Rules shall continue.

Section 13. All employees are required to sign up for direct deposit of paychecks and travel expense reimbursement.

ARTICLE 20 **OVERTIME**

Section 1. One and one-half of the employee's regular hourly rate of pay shall be paid for work under the following conditions:

- a. For any work performed in excess of eight hours in any work day or in excess of 40 hours in any work week.
- b. For employees whose work schedules consist of any 10 days within a consecutive 14 calendar day period as provided in Article 6, Section 6, for any work in excess of eight hours in any one work day or in excess of 80 hours in a pre-established biweekly work schedule.
- c. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsections a. and b. of this Section.

Section 2. The following items will be regarded as hours worked for the purpose of computing overtime pay under Section 1 of this Article:

- a. Hours worked, excluding standby time.
- b. Rest periods.
- c. Holidays.
- d. Annual leave.
- e. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- f. Sick leave.
- g. Administrative leave.

Section 3. Double an employee's regular hourly rate of pay shall be paid for work under the following conditions:

a. An employee on a five day per week schedule shall be paid double time for hours worked on the second scheduled day off in the work week provided the employee is in an active pay status on the employee's five regularly scheduled work days and works the employee's first scheduled day off in the work week. If such an employee is in an active pay status the employee's next five regularly scheduled work days and works the employee's next scheduled day off or next two scheduled days off, the employee shall be paid double time for hours worked on those days.

An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked, provided the employee is in an active pay status on each of the five regularly scheduled work days of the associated work week.

b. An employee whose work schedule consists of any 10 days within a consecutive 14 calendar day period as provided in Article 6, Section 6, shall be paid double time for the second and/or fourth scheduled days off work; provided, in order to be eligible for double time on the second day off, the employee must be in an active pay status the first five regularly scheduled work days and work the first scheduled day off in the normal biweekly work period and, in order to be eligible for double time on the fourth day off, the employee must be in an active pay status the second five regularly scheduled work days and work the third scheduled day off in the normal biweekly work period. An employee on this work schedule shall be paid double time for the third scheduled day off; provided, in order to be eligible for double time on the third day off, the employee must be in an active pay status the first five regularly scheduled work days and the second five regularly scheduled work days, and work the first and second scheduled days off in the normal biweekly work period. An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked provided the employee is in an active pay status the first five regularly scheduled work days in the normal biweekly work period, the first or first and second scheduled days off are worked, and the employee is in an active pay status the second five regularly scheduled work days in the normal biweekly work period, if the third or third and fourth scheduled days off are worked.

c. For fifteen-minute rest periods, in the event employees are required to work through their rest period, while on premium overtime.

Section 4. By mutual agreement between the Employer, the Union and the employee involved, compensatory time at the appropriate rate may be granted in lieu of premium overtime pay. If a written request is received prior to or within 45 days after the date on which the overtime is worked, the compensatory time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee. If the Employer does not schedule the compensatory time in accordance with the employee's request, or at some other time mutually agreed to, the compensatory time earned in this section shall be carried ten (10) pay periods into the next calendar year. Compensatory time not used by the end of this period shall be paid out to employees at their regular rate of pay in effect at that time, in lieu of paid time off.

This provision shall supersede any conflicting language in the appendices regarding compensatory leave usage timeframes and payouts.

Section 5. The Employer will attempt to equalize overtime during each one-half calendar year between or among the employees within the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work among those employees who have stated a willingness to work overtime. In the event that there are an insufficient number of volunteers, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees who has had the least assigned overtime on a non-volunteer basis during the period. Seniority status in this regard shall be Classification seniority. Nothing in this Section shall require the Employer to accept as a volunteer or to assign overtime to an employee where the employee would be entitled to double time for such overtime work.

An employee declining overtime shall be credited with the overtime worked by the employee accepting or assigned to the overtime for equalization purposes. If an employee is unable to be reached by telephone the Employer will leave a message and document the call on a call log. An employee who does not return the call within ten (10) minutes will be determined to be unavailable and shall be credited with the amount of

overtime worked by the employee accepting or assigned to the overtime. If an employee returns the call within ten (10) minutes but the overtime is no longer available, the employee will not be charged with the hours for equalization purposes. Local agreements or appendix language that address employees who are unable to be reached by telephone shall supersede this provision. Employees may be passed over in order to comply with the equalization requirements.

An employee submitting a written statement of willingness to work overtime or withdrawing the written statement of willingness to work overtime after the beginning of a six-month equalization period shall be credited for equalization purposes with an amount of overtime equal to the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time of submitting or withdrawing the statement. This Paragraph shall be superseded by any existing or subsequent procedure mutually agreed upon in writing by the Employer and the Union at an agency, institutional or local agency level. Lists showing accumulations of overtime within each equalization unit during the preceding six-month period shall be posted every six months.

Equalization units may be changed by written agreement of the parties. If either party requests a change to an established equalization unit, the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party can request that an unresolved equalization unit issue be submitted to a committee consisting of representatives of the Union and representatives of the Office of Administration and the department or agency. After a period of 45 days from the date of the request to submit the unresolved issue to the Committee, either party can request that an unresolved equalization unit issue be submitted to an arbitration panel.

The arbitration panel shall consist of one Union staff member, one staff member of the Employer, and one impartial arbitrator jointly selected by the parties. Until a new equalization agreement is put into effect, the parties will continue to abide by the existing written equalization agreement. If no written equalization unit agreement is in effect, the parties agree to continue the existing method of assigning overtime until a written overtime equalization unit is put into effect.

An employee in a bargaining unit covered by this Agreement who is temporarily assigned to a position in a first level supervisory unit will have overtime equalized with other appropriate employees in the temporarily assigned classification in the first level supervisory unit during the temporary assignment. In this situation, the employee will be credited with the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time the employee begins the temporary assignment and/or at the time the employee ends the temporary assignment.

Section 6. Employees who are required to remain on duty during meal periods shall be compensated for these periods at the appropriate rate of pay. Employees who are not permitted to take rest periods during their regular shifts shall have that time counted as time worked in addition to that which is provided for in Section 2.

Section 7. Payment for overtime is to be made the pay day of the first pay period following the pay period in which the overtime is worked. For the purpose of this Section, and in the determination of this time, pay periods will be considered as after-the-fact.

Section 8. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of this Article.

Section 9. When permanent full-time employees who normally perform a certain type of work within a seniority unit are on furlough, the Employer will not schedule other employees within the seniority unit to perform the same type of work on an overtime basis where such furloughed employees have the skill and experience to perform such work if the overtime involves full shifts and is expected to extend on a regular basis, for a period of four or more weeks.

Section 10. Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum

allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

ARTICLE 21 **SHIFT DIFFERENTIAL**

Section 1. Shift differential shall be paid as follows:

a. An employee whose work shift consisting of 7.5 or 8.0 work hours on a scheduled work day begins at or after 8:00 p.m. and before 6:00 a.m. will be paid a shift differential of \$1.15 per hour for all such hours worked on that shift.

b. An employee whose work shift consisting of 7.5 or 8.0 work hours on a scheduled work day begins at or after 12:00 noon and before 8:00 p.m. will be paid a shift differential of \$1.25 per hour for all such hours worked on that shift.

Section 2. Employees who work overtime on their work shift as described in Section 1.a. or b., or who work not less than a full 7.5 or 8 hour shift which begins before 6:00 a.m. or at or after 12:00 noon on a day other than a scheduled work day will receive the shift differential for each non-premium hour worked and will have the shift differential included in the base rate for the purpose of computing the appropriate overtime premium rate.

An employee who works overtime after or before a scheduled work shift for which shift differential is not applicable, whether or not the overtime work is for a full 7.5 or 8 hour shift, shall not receive shift differential or have it included in the base rate for computing the overtime premium rate.

ARTICLE 22 **CALL TIME**

Section 1. Employees who have been called in to work outside of their regular shift schedule shall be paid at the appropriate rate for the hours worked or a minimum of three hours' pay at the employee's regular straight time hourly rate, whichever is greater. Call time pay begins when employees report to their assigned work site ready for work. Employees will be permitted to leave the work site when the work assignment that is the reason for the

call time is completed unless the employee's scheduled work shift has commenced. There shall be no duplication of hours or pay.

Section 2. Call time provisions shall not be applicable to the raising and lowering of flags at government installations.

Section 3. Unless provided otherwise herein, the provisions of Section 1 shall be applicable to any work assignment that is separated from the employee's regular shift schedule or other work assignment by a break in time other than a meal period. Section 1 shall not be applicable to scheduled overtime where the past practice has been to schedule certain work assignments on a regular basis without being subject to any minimum hours or pay.

ARTICLE 23 **STANDBY TIME**

An employee is on standby during the period that the employee is required to remain at home and to be available for emergencies. Only employees who are required to be on standby are entitled to the compensation hereafter set forth. Such employees shall, at the Employer's discretion, either be paid 25% of their regular base pay for such standby time or receive compensatory time off equivalent to 25% of such standby time. Employees shall be considered to be on standby time until officially released. Standby time shall not be considered hours worked for the purpose of overtime computation. An employee shall not be considered to be on standby time while being paid for call time.

ARTICLE 24 **LIFE INSURANCE**

Section 1. The Employer shall continue to assume the entire cost of the insurance coverage for eligible employees as set forth in the currently existing life insurance plan as modified by Section 2.

The amount of insurance is based on the employee's annual pay rate in effect on the preceding January 1, rounded to the nearest \$1,000, but not to exceed \$40,000. The amount will be reduced to 65% on the date the insured individual reaches age 70 and to 50% on the date the insured individual reaches age 75.

Section 2. a. Permanent employees who are granted leave without pay in accordance with Article 17, Article 18, and Article 26 will continue to receive 100% State-paid coverage under the current life insurance plan as described in those articles. When the entitlements to benefits end under those articles, employees may continue in the life insurance program by paying the entire premium. Coverage may continue for up to a total of one year, including both leave with benefits and leave without benefits.

b. Except as provided in c. below, those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than leave without pay in accordance with the articles specified in a. above for longer than 91 calendar days may remain in the program for up to one year by paying the entire premium.

c. Permanent employees who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive 100% State paid coverage for the period they are on leave. If the leave extends beyond the regular leave period, employees may remain in the program for up to one year by paying the entire premium.

Section 3. The Employer shall continue to provide each employee who is covered under the currently existing life insurance plan with fully paid accidental death benefits for work-related accidental deaths. The amount of coverage is \$25,000, unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

ARTICLE 25

HEALTH BENEFITS

Section 1. Pennsylvania Employees Benefit Trust Fund

a. A jointly administered, multi-union, Health and Welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between the Union and the Employer.

This jointly administered Fund is known as the Pennsylvania Employees Benefit Trust Fund (hereinafter Fund or PEBTF). The Fund shall

conform to all existing and future Federal and Commonwealth statutes applicable to and controlling such Health and Welfare Fund.

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

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

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

July 2023 – June 2024 \$590 biweekly per employee
July 2024 – June 2025 \$649 biweekly per employee
July 2025 – June 2026 \$668 biweekly per employee
July 2026 – June 2027 \$688 biweekly per employee

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

d. The Fund shall maintain a reserve sufficient to pay on a cash basis the three (3) next succeeding months of projected claims and expenses. Reserve is calculated as the ending fund balance, meaning the net amount of funds on hand as of the close of any given month. Fund revenues are to be adjusted to reflect the relevant cash amounts that should have been or are to be received or collected by the Fund under the agreement. Fund expenses are to be adjusted for any expense which should have been paid for the period. At each bi-monthly meeting of the Board of Trustees, the Fund's actuary will present their financial projection to the Finance Committee including a report that will show the projected reserve level at the end of the succeeding 24 months, or through the end of the

current agreement if this latter period is less than 24 months. The report will concisely state the assumptions and factors used in making these projections.

The report will be available to all trustees of the Fund. If the average amount of the projected reserve for any future quarter (e.g. July-September) is less than a three (3) month reserve as defined above, the actions below will be triggered:

1. The first day of the quarter during which the average reserve would be less than three (3) months will be considered the “target date” for additional funding;
2. At least six (6) months prior to the target date, the Fund’s actuary will review the projection and confirm that a funding adjustment is needed and the amount of such adjustment. If the need for a funding adjustment occurs in the first nine (9) months, this subparagraph shall not apply;
3. Should the Commonwealth not dispute the finding by the Fund’s actuary that an adjustment is necessary, the Commonwealth will implement the funding adjustment at least ten (10) calendar days prior to the target date.
4. If either the Chairman of the Board, Secretary of the Board, any four (4) management or any four (4) union Trustees of the Board dispute the findings of Fund’s actuary, the Chairman and the Secretary of the Board of Trustees will select a neutral actuary within five (5) business days to resolve the dispute and will forward their respective positions and any supporting documentation to the neutral actuary within five (5) business days of such selection. The neutral actuary may communicate and ask questions of the Fund’s actuary provided, however, if such communications occur, the Finance Committee will have access to the discussions.

5. The neutral actuary shall render a decision within 30 calendar days of the receipt of said positions/documentation, which decision will be final and binding on the parties and must be implemented within 10 business days of its receipt by the parties.
6. The adjustment must be sufficiently large so as to restore the size of the reserve to a minimum of three months within 30 days following the target date.
7. Once the reserve exceeds the three (3) month equivalent, the contribution rate shall be reduced to the amount provided under this Section unless the parties agree that a new rate is necessary to maintain a three (3) month reserve.
8. It is understood and agreed to by the parties that the process outlined above is designed to ensure adequate funding for the PEBTF and not intended to place the financial status of the Fund in jeopardy.

e. The Employer shall make aggregate payments of Employer contributions together with an itemized statement to the Fund within one month from the end of the month in which the contributions were collected.

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

g. No dispute over eligibility for benefits or over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any collective bargaining agreement, except as otherwise specifically provided within this Article.

h. It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be hereby charged with any responsibility in any manner connected with the determination of liability to any employee claiming any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits

extended by the Fund shall be limited to the contributions indicated under Subsections c. and d. above.

Section 2. The provisions of Sections 3 through 7 shall be modified to the extent the medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund and/or the Retired Employees Health Program are modified for current and/or future employees and retirees as provided for in Section 1 (employees) and/or Section 6 (retirees) of this Article, respectively.

Section 3. The Fund shall continue to provide each permanent full-time active employee medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund. In addition, it shall provide dependency coverage where the dependents of the employee qualify. The Fund shall continue to provide permanent part-time employees who are expected to be in active pay status at least 50% of the time every pay period medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund. In addition, it shall provide 50% dependency coverage where the dependents of the employee qualify. Such employees shall contribute an amount determined by the Fund's Trustees toward the cost of coverage. Enrollment and continued coverage in Fund benefits is further subject to the following conditions:

a. Subject to the provisions of Section 3.b., employees will contribute a percentage of their biweekly gross base salary toward the cost of coverage as provided below:

July 2023 – June 2026	2.75%
July 2026 – June 2027	3%

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

b. An employee will be eligible for an Employee Contribution Waiver if the employee and his/her qualifying dependents, as determined by the Trustees, participate in the Get Healthy Program as established from time-to-time by the Fund. In accordance with Section 1.b., the Fund shall be solely responsible for establishing all requirements and conditions of the Get

Healthy Program, including rules and policies for the requirements for qualifying for the Employee Contribution Waiver and for making determinations regarding whether an employee and dependents have fulfilled the conditions for such Waiver.

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

	<u>Waiver Amount</u>	<u>Employee contribution with Waiver</u>	<u>Employee contribution without Waiver</u>
July 2023 – June 2026	2.75%	2.75%	5.5%
July 2026 – June 2027	3.0%	3.0%	6.0%

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

c. The parties agreed to an evaluation process with respect to the reserve levels of the Fund to determine if an employee contribution is necessary. Under this process, if the Fund’s actuary certifies that a three (3) month reserve of projected claims and expenses has been achieved and will be maintained for at least six (6) months, the Trustees will evaluate whether employee cost sharing for employees hired before August 1, 2003, can be reduced or eliminated, provided that at no time shall any such reduction or elimination of cost sharing result in the reserve being reduced below the three (3) months of total projected claims and expenses. Should the Trustees, after evaluating the employee cost sharing, decide that contributions by employees hired before August 1, 2003 will be reduced or eliminated, the reserve will be reviewed on a six (6) month basis by the Fund’s actuary. If the actuary certifies that the amount of the reserve has dropped below the three (3) month level, such contributions will resume immediately at the levels established in this Agreement, without any action on the part of the parties or the PEBTF Board of Trustees. This Subsection shall be read and administered in a manner consistent with Section 1.d. of this Article.

d. (1) For the first six (6) months of employment, the employee will be offered single coverage in the least costly medical plan offered and

available in his/her area, with no supplemental benefits. The employee may opt to purchase medical coverage for the employee's qualifying dependents in the same medical plan as the employee, and/or may opt to purchase a more costly plan in the area by paying the difference in cost between the least costly and the more costly plan, in addition to the employee contribution required under Section 3.a.

(2) After completing six (6) months of employment, the employee and his/her qualifying dependents will be eligible for coverage under the Fund's supplemental benefits, and the employee will be permitted to cover his/her qualifying dependents under the least costly medical plan at no additional cost. If a more costly medical plan is selected, the employee will be required to pay the cost difference between the least costly and more costly plan, in addition to the employee contribution required under Section 3.a.

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

e. Only employees who elect to enroll for PEBTF coverage, including those who enroll only for supplemental benefits, are subject to the employee contributions in this Article. An employee who is only enrolled as a spouse of another PEBTF covered employee is not subject to any required employee contributions.

f. Employee contributions under this Article will be paid to the Fund on a biweekly basis as soon as is practicable using the Employer's standard methods for transferring money. The parties intend that these contributions will be submitted in a more accelerated manner than the Employer contributions. Any employee contributions made pursuant to this Article will be made on a pre-tax basis.

Section 4. a. Permanent employees who are granted leave without pay in accordance with Article 17, Article 18 or Article 26 may continue to receive benefits as described in those articles and as determined and extended by the Fund.

Except as provided in c. below, permanent part-time employees and those permanent full-time employees who are placed on suspension or who are granted leave without pay for any reason other than leave without pay in accordance with the articles specified in a. above for longer than one full pay

period or for longer than the applicable periods specified in the articles delineated in a. above, will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

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

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

d. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Section 3.

Section 5. Spousal Eligibility

a. For employees hired on or after August 1, 2003: If the spouse of an employee is covered by any PEBTF health care plan, and he/she is eligible for coverage under another employer's plan(s), the spouse shall be required to enroll in each such plan, which shall be the spouse's primary coverage, as a condition of the spouse's eligibility for coverage by the PEBTF plan(s), without regard to whether the spouse's plan requires cost sharing or to whether the spouse's employer offers an incentive to the spouse not to enroll.

b. For employees hired before August 1, 2003: If the spouse of an employee covered by any PEBTF health plan also is eligible for coverage under another employer's plan(s), the spouse shall be required to enroll in each such plan, provided that the plan in question does not require an employee contribution by the spouse or the spouse's employer does not offer an incentive to the spouse not to enroll. Once covered by another employer's

plan, that plan will be the spouse's primary coverage, and the PEBTF plan will be secondary.

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

Section 6. a. The Employer shall allow each individual who was eligible as an active employee under the Fund's health benefits plan to elect coverage upon retirement under the Retired Employees Health Program (hereinafter REHP). In addition, dependency coverage shall be allowed where the dependents of the retiree qualify under such Program. The following phrases shall be defined as:

- (1) For State Employees' Retirement System or the Public School Employees' Retirement System members, an employee is deemed retired when the employee applies for and receives retirement benefits.
- (2) For State Employees Defined Contribution Plan participants, an employee is deemed retired when they receive a full distribution from their defined contribution plan.
- (3) Superannuation age, for the express purposes of this Section and Article 14 Section 7.b.(1) only, shall be defined as follows:
 - a. For State Employees Defined Contribution Plan participants, it shall be 67 years old.
 - b. For State Employees' Retirement System or the Public School Employees' Retirement System members it is defined by the State Employees Retirement Code.
- (4) For State Employees Defined Contribution Plan participants, credited service will be determined in the same manner as State Employees' Retirement System members.
- (5) The phrase "Commonwealth employee" shall be limited to

service earned through an employing agency eligible to participate in the Commonwealth's Life Insurance Program.

- (6) The phrase "retirement system" shall be limited to the State Employees' Retirement System and or Public School Employees' Retirement System, TIAA-CREF, State Employees Defined Contribution Plan, or other approved retirement systems.

b. Employees who retire on or after July 1, 2007, and who elect REHP coverage, shall be eligible for the medical and prescription benefits in effect for active employees, provided that the Employer will modify the REHP plan of benefits from time-to-time to conform to the medical and prescription benefits in effect for the active employees. Retirees who are eligible for Medicare will participate in Medicare medical and prescription plans, and those retirees who are eligible to enroll in Medicare Part B will not receive benefits through the REHP for benefits which are provided by Medicare Part B. It is understood that the REHP plan of benefits may be amended or modified by the Employer from time-to-time.

c. Employees who retire on or after July 1, 2007, and elect REHP coverage shall be required to contribute to the cost of coverage. The annual retiree contribution rate shall be a percentage of the employee's final annual gross salary at the time of retirement from State service equal to the active employee contribution rate in effect on the date of retirement and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate.

The annual retiree contribution rate for employees who leave state employment during the term of this agreement for employees who retire on or after July 1, 2011 shall be three percent (3%) of the employee's final average salary at the time of retirement, as determined by the methodology utilized by the State Employees' Retirement System to calculate pension benefits, and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate. The methodology utilized by the State Employees' Retirement System to calculate pension benefits will also be applied to determine the annual retiree contribution rate for employees who retired on or after July 1, 2007 through June 30, 2011 in those situations where said methodology results in a lower retiree contribution rate than results from the

use of final gross annual salary; in situations where use of final gross annual salary yields a lower contribution rate for such former employees, it shall continue to be used. Further, the annual retiree contribution rate for all present and future Medicare eligible retirees who have a contribution rate of three percent (3%) will be reduced to one and-one-half percent (1.5%) of the appropriate base (final gross annual salary or final average salary) when a retiree becomes eligible for Medicare coverage, and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate.

d. The REHP is developed and administered in a cost effective and beneficial manner by the Fund, subject only to the prior approval of the Office of Administration and in accordance with the terms and conditions of the REHP Participation Agreement between the Employer and the Fund.

e. The Employer shall continue to pay the cost of coverage, subject to the required retiree contribution rates, for employees who retire under (1), (2), (3) or (4) below and who have elected REHP coverage:

(1) Retirement at or after superannuation age with at least 20 years of credited service, except that

(a) an employee who leaves State employment prior to superannuation age and subsequently retires at or after superannuation age must have 25 years of credited service,

(b) an employee who is furloughed prior to superannuation age and subsequently retires at or after superannuation age during the recall period must have 20 or more years of credited service,

(c) an employee who leaves State employment prior to superannuation age and is subsequently rehired and then retires at or after superannuation age must have 20 or more years of credited service with at least three years of credited service from the most recent date of reemployment. However, if the departure from State

employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply,

- (d) an employee who leaves State employment subsequent to superannuation age and is subsequently rehired and then retires must have 20 or more years of credited service with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.

(2) Disability retirement, which requires at least five years of credited service, except that, if an employee had previously qualified based on an approved disability retirement, then returns and retires under a normal or early retirement, he or she must retire at or after superannuation age with 20 or more years of credited service or 25 years of credited service, regardless of age.

For State Employees Defined Contribution Plan participants, the disability retirement application must be approved by the Office of Administration using the same criteria as the State Employees' Retirement System.

(3) Other retirement with at least 25 years of credited service, except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service with at least three years of credited service from the

most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.

(4) For purposes of eligibility for REHP coverage under this Section, credited service earned on or after July 1, 2007, will be limited to service as a Commonwealth employee which otherwise counts as credited service under the retirement systems' rules in effect from time to time. Employees hired on or after July 1, 2007 who have earned credited service under the retirement systems' rules with another employer will not have that service counted for purposes of eligibility for REHP coverage, unless they were employed by the Commonwealth prior to July 1, 2007. If it is determined by the retirement system that a Commonwealth employee is eligible for additional credited service for military service, such credited service will be included in the determination of eligibility for REHP coverage. For State Employees Defined Contribution Plan participants, the Office of Administration will determine if a Commonwealth employee is eligible for additional credited service for military service using the same criteria as the State Employees' Retirement System. The phrase "Commonwealth employee" shall be limited to service earned through an employing agency eligible to participate in the Commonwealth's Life Insurance Program.

Section 7. When an employee dies as a result of a work-related accident, the Fund shall continue to provide medical plan benefits and supplemental benefits, as determined and extended by the Fund, to the spouse and eligible dependents of the employee until the spouse remarries or becomes eligible for coverage under another employer's health plan. Annual certification of non-coverage will be required.

The medical plan benefits and supplemental benefits will be converted to the REHP at the time when the employee would have reached superannuation age.

Section 8. The parties will evaluate the health plans offered under the Fund, and take action as necessary, in order to ensure that a tax and/or penalty is

not assessed against the Commonwealth pursuant to the Affordable Health Care Act as a result of the impact upon employees of any such plans.

ARTICLE 26

WORK-RELATED INJURIES

Section 1. a. An employee who sustains a work-related injury, during the period of this agreement, as the result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Program, shall be entitled to use accumulated sick or annual leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers' compensation of full pay reduced by an amount that yields a net pay, including workers' compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, social security and retirement contributions. One full day of accumulated leave (7.5 or 8 hours as appropriate) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of nine (9) months (274 calendar days) or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond nine (9) months (274 calendar days) until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of nine (9) months (274 calendar days) extend beyond three years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 12 may apply.

For temporary employees, accumulated leave and injury leave without pay shall be available for up to an aggregate of nine (9) months (274 calendar days), for the duration of the disability or for the scheduled duration of the temporary employment, whichever is the least. In no case, however, will the aggregate of nine (9) months (274 calendar days) extend beyond three years from the date the injury occurred.

The employee election to use or not use accumulated leave under this Section cannot be changed more than once.

a. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 24 and 25 will continue for the period of time that the employee is on leave under Sections 1.a. and 11 and for the first 13 weeks (91 calendar days) after leave under Section 1.a. expires if the employee remains disabled, provided that the employee's right of return under Section 6 has not expired.

Section 2. An employee who works a reduced number of hours (part-time) due to partial disability may use leave in accordance with Section 1.a. Pay for accumulated leave used will be calculated in accordance with Section 1.a., based on the net amount of lost earnings.

Section 3. Retirement credited service for the period of time that the employee is using leave under this Article, shall be determined in accordance with the State Employees' Retirement Code.

Section 4. At the expiration of the leave under Section 1.a. if an employee continues to receive workers' compensation, the employee will be placed on leave without pay in accordance with Section 6 below.

Section 5. An employee is required to refund to the Employer the amount of any overpayment. In no case shall an employee be entitled to full pay and workers' compensation and/or social security for the same period. The Employer shall recover any amount in excess of the paid supplement to workers' compensation as described in Section 1.a. Failure to apply for or report social security or other applicable disability benefits to the Employer will result in the termination of the leave under Section 1.a.

Section 6. An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Article 29, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Section 1.a. or Section 11, where applicable, and the end of the guarantee in this Section, the employee will be on leave without pay.

During the three-year period, employees who are not fully capable of performing the duties of their position shall have, upon request, a right to return to an available position in a lower classification, within the same geographical/organizational limitation as the seniority unit, to which there are no seniority claims and which the agency intends to fill, provided the employee meets the minimum requirements and qualifications essential to the work of the classification and the employee is fully capable of performing the duties of the position. If an employee returns to a position in a lower classification, the employee will be demoted in accordance with the Commonwealth's Personnel Rules, but shall maintain the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred, provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Article 29, Seniority.

Disabled employees receiving workers' compensation will be notified 90 days prior to the expiration of the three-year period. The notification will include information concerning the employee's right to apply for disability retirement, if eligible. If the employee does not receive 90 days' notice, the employee's right to return will not be extended. However, the leave without pay will be extended for 90 days from the date of notification to enable the employee, if eligible, to apply for disability retirement.

The right of return for temporary employees shall be limited to the scheduled duration of the temporary employment.

Section 7. The compensation for disability retirement arising out of work-related injuries shall be in accordance with the State Employees' Retirement Code.

Section 8. An employee who sustains a work-related injury, during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use sick or annual leave for the purpose of continued medical treatment of the work related injury in accordance with Articles 13, and 14. If no paid leave is available, an employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This

Section is not applicable to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Section 1 shall apply.

Section 9. The Commonwealth agrees to the use of modified duty where the employee is able to work only in a limited capacity and the prognosis for the injury indicates that the employee will be able to resume all of the duties of the employee's classification in a reasonable period of time. The Employer may terminate a modified duty assignment when it becomes apparent that the employee will not be able to resume the full duties of the employee's classification within a reasonable period of time.

Under the modified duty concept, the employee will be retained without loss of pay or status. The Employer may assign the employee duties outside their classification and bargaining unit, outside their previously assigned shift and/or outside their overtime equalization unit. To facilitate the implementation of modified duty assignments, schedule and assignment changes may be implemented as soon as practicable. If the employee is unable to resume all of the duties of the employee's classification within a reasonable period of time, the Employer may demote or laterally reclassify the employee to an appropriate classification, taking into account the duties and responsibilities the employee is capable of performing and subject to the protections afforded by Federal and State Statutes.

Section 10. Sections 1 through 9, 11 and 14 of this Article shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

Section 11. An employee who is disabled due to a recurrence of a work-related injury after three years from the date the injury occurred, or before three years if the leave entitlement in Section 1 has been depleted, shall be entitled to use accumulated leave and injury leave without pay while disabled for a period of up to 12 weeks. To be eligible to use injury leave without pay, the employee must have been at work at least 1250 hours within the previous 12 months. The 12 week period will be reduced by any other leave used within the previous 12 months that was designated as leave under the provisions of the Family and Medical Leave Act. If only accumulated leave is used, it may be used beyond 12 weeks until exhausted or until the disability ceases, whichever occurs sooner. While using accumulated leave, the leave will be charged and paid in accordance with Section 1.a.

Section 12. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, USC Sections 2601 et seq. and that leave granted in accordance with Sections 1.a. and 11 shall be designated as leave under the provisions of the Act.

Section 13. It is understood by both parties that the provisions of this Article are consistent with the Americans with Disabilities Act and the Pennsylvania Human Relations Act, 43 P.S. Sections 951 et seq.

Section 14. Should the Patient Protection and Affordable Care Act of 2010, 42 USC, § 18001 et seq. or its regulations be modified or interpreted to not provide an additional 91 calendar days of benefits, as described in Section 1.b. of this Article, it is agreed that the health and life insurance entitlements outlined in this Article will not be diminished.

ARTICLE 27 **CLASSIFICATION**

Section 1. The position classification plan, as established and maintained by the Employer, consists of a schedule of classification titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the work of the classification. Only in those instances where there is a substantial change in permanent job duties or job content during the term of this Agreement which justifies a change in job classification, the employees may process an appeal for a reallocation of their position through the Expedited Classification Grievance Procedure as follows:

STEP 1: The Employee or the Union will present the grievance to the Office of Administration, Bureau of Organization Management. The preferred method is to send an email to the Office of Administration, Classification Grievances resource account (RA-OAClassGrievances@pa.gov). The Employee or the Union shall attach to the grievance a description of the job.

In the case of grievances involving a downward reclassification or a temporary working out of classification assignment under Section 3 of this Article, the employee shall present the grievance within 15 working days of the date of the occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence.

The Employer will respond in writing within 60 working days of receipt of the grievance. This period may, however, be modified by mutual agreement.

If a determination is made by the Employer in the course of an employee appeal that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing.

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be downgraded, the employee shall be demoted to the proper classification and pay scale group at the nearest step not greater than the employee's current salary. If the employee's salary is greater than the maximum step of the lower pay scale group, there shall be no reduction in salary. The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be reclassified to another class in the same pay scale group, the effective date of the classification change shall be the first day of the first pay period subsequent to the response.

Section 2. The Union, in response to an unfavorable decision at Step 1 may submit classification appeals to an arbitration panel, within 45 working days after the Office of Administration's response is due. The panel shall consist of three members; one member appointed by the Employer, one member appointed by the Union, and a third member selected by the parties jointly from a list of five names to be mutually agreed upon by the Employer and the Union. The third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth and must be knowledgeable in the field of position classification. The parties agree to select arbitrators and agree upon hearing dates as expeditiously as possible. Grievances that are not scheduled for an arbitration hearing within two years of the notice of intent to proceed to arbitration will be considered to have been withdrawn. It is understood that the two year time limit refers to the Union proposing selection of an arbitrator and a hearing date for the case, rather than the actual conduct of the hearing.

The panel shall neither add to, subtract from nor modify the provisions of this Article nor recommend any alterations or revisions to the Commonwealth's classification and compensation plans. The panel shall be confined to deciding the proper classification in the then existing classification plan for the position in dispute.

The findings of the panel shall be submitted to the parties within 30 days after the hearing or receipt of transcript when taken. The determination of the panel shall be final and binding in those cases where an employee's position is downgraded as a result of an employee appeal or an Employer-initiated classification review. In all other cases the decision of the panel shall be advisory only as to the Employer.

The panel shall meet monthly if necessary for the purpose of hearing appeals under this Section.

Section 3. The Union recognizes the right of the Employer to direct its working force, which includes the assignment of work to individual employees and it further recognizes that such assignments may include work outside an employee's classification.

However it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee temporarily is charged to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those of the employee's own position for a period of any five full cumulative days in a calendar quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to four and one-half percent of the employee's current rate of pay, or at the starting rate of the pay scale group for the higher class, whichever is greater. Employees who are charged to perform higher class work for a full day and who take leave for a portion of that day will be compensated, in increments of 1/4 hour, for the partial day worked in the higher class after the five full day threshold has been met. An employee while temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher level duties on the employee's scheduled workday immediately before and immediately after such holiday and is paid at the higher rate on those

days. The holiday shall not count toward the requirement for five full cumulative days in a quarter. Once the requirement for the five full cumulative day threshold has been met, payment will be included in the biweekly paycheck. If the position is filled permanently by other than the employee temporarily filling the position, the employee temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits for such increments to which they would have been entitled had they remained in their normal assignment. An employee or employees shall not be temporarily assigned to perform in general the duties and responsibilities of a position in a higher rated classification for more than nine continuous months or the length of the leave of absence of the employee being replaced, whichever is greater.

In addition, if the Employer assigns an employee on a temporary basis to a lower classification or if an employee temporarily performs some duties and functions assigned to a lower classification, the employee so assigned shall receive the compensation of the higher level to which the employee is regularly assigned. The Employer, however, at any individual work site shall make such assignments on a non-discriminatory basis so as to equalize the same among the employees within the classification from which assignments are made, so long as such equalization does not interfere with efficient operating procedures.

Grievances arising from Sections 3 and 4 of this Article shall be submitted in writing and the employee shall attempt to include the dates on which the alleged out of class work occurred and a description of the alleged higher level work performed. The failure of the employee to provide the required information will not affect the validity of the grievance. Grievances pertaining to these Sections shall be processed in accordance with the grievance and arbitration procedure delineated in Sections 1 and 2 of this Article. The decision of the arbitration panel shall be final and binding.

For the purpose of this Section, the calendar quarters shall be defined as beginning with the first full pay period in January through March 31, April 1 through June 30, July 1 through September 30, and October 1 through the last full pay period of the leave calendar year, which is the pay period that includes December 31. For employees of the Pennsylvania State System of Higher Education, the calendar quarters shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. For employees of the Auditor General, the calendar

quarters shall be defined as beginning with the first full pay period in January through the pay period that includes March 31, the first full pay period in April through the pay period that includes June 30, the first full pay period in July through the pay period that includes September 30, and the first full pay period in October through the pay period that includes December 31.

Section 4. If an employee works out of class in a position in a higher rated classification within the seniority unit for 113 or more full days in a year, the Employer will post a vacancy in that classification in that seniority unit which shall be filled in accordance with Article 29.

The Employer will not rotate the higher level assignment of employees or equipment for the purpose of circumventing the 113 day rule.

This Section shall not apply where an employee is assigned to perform the duties of a position in a higher rated classification to replace another employee on an approved leave of absence.

Section 5. Under Sections 2, 3 and 4 above, all fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement request a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the appeal in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 6. The Employer shall notify the Union of changes to the Classification and Pay Plan involving jobs presently in or reasonably anticipated to be placed in certified bargaining units for which the Union is the representative, prior to the submission of these changes to the Executive Board of the Commonwealth. The Union will submit its comments in writing to the Employer within 30 calendar days of receipt of the notification. If written comments are not received from the Union within 30 calendar days, the Employer will contact the Union before submitting the proposals to the Executive Board. Reasonable written requests by the Union for time extensions will be granted.

If the Union disagrees with a change to the Classification and Pay Plan affecting an existing job represented by the Union that is proposed by the Employer, the Union may submit the issue to the Job Evaluation Committee. The Committee will be comprised of representatives from FOP Lodge #92 and the Office of Administration, Bureau of Organization Management. Agency management representatives may sit on the Committee when deemed necessary by the Employer, and FOP Lodge #92 representatives may sit on the Committee when deemed necessary by FOP Lodge #92. FOP Lodge #92 will place issues before the Committee by submitting a written request to the Office of Administration, Bureau of Organization Management. The request will identify the Union's specific objections to the Commonwealth's proposal and the Union's rationale for the objections. The Committee will then meet to review and discuss the Union's objections. Either party may elect to hold a subsequent meeting of the Committee for the purposes of hearing from potential affected representative employees chosen by the Union. The Employer will provide a written response to the Union upon completion of its review.

Disputes not resolved by the Job Evaluation Committee may be submitted by the Union to an Arbitration Panel. The Union must submit a written notice of intent to proceed to arbitration to the Employer within 45 working days of the Employer's written response to the Union. The Arbitration Panel shall be composed of three members; one appointed by the Union, one appointed by the Employer, and the third to be mutually agreed upon or selected from a list of arbitrators supplied by the Pennsylvania Bureau of Mediation. The Panel will be confined to considering the appropriateness of the changes proposed by the Commonwealth. The decision of the Panel shall be advisory to the parties in this Agreement.

ARTICLE 28

DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, or discharge beginning at the third step of the standard grievance procedure/first step of the accelerated grievance procedure, within 15 working days of the date of its occurrence. The appropriate district council and local of the Union shall be notified promptly by the Employer of any reprimand, suspension, discharge

or demotion provided, however, the requirement to notify the district council and local of the Union will not be applicable if the Union has not informed, in writing the agency or institution of the applicable district council and local for the employee involved. The failure of the Employer to comply with the preceding notification requirements will not affect the validity of the action, but will suspend the time period set forth above until the notification is sent.

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

Section 3. In the event any action is taken by the Employer under the provisions of this Article which involves patient abuse and a grievance is filed by an employee, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

Section 4. The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees, including the manner in which suspended or discharged employees are escorted off of the Employer's premises. It must be kept in mind, however, that where insubordination or flouting of authority by an employee in public and in the presence of other employees takes place, the Employer shall not be restricted by the operation of this Section.

Section 5. The provisions of Section 1 shall not apply during the initial 180 calendar days of probationary employment, or the length of the Civil Service probationary period, whichever is longer. The probationary period can be extended by written agreement between the Employer and the appropriate local or district council of the Union for an additional period, during which time Section 1 shall not apply. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the employee's probationary period or any extension period.

A temporary employee who receives a permanent position through the process set forth in Article 29, Section 19 will serve a probationary period in the permanent position of 180 calendar days, or the length of the Civil Service probationary period, whichever is longer. The probationary period can be extended by written agreement between the Employer and the appropriate local or district council of the Union for an additional period.

During the 180 calendar day probationary period, or any extension period, the employee will have a limited right to the grievance and arbitration procedure for discharge for unsatisfactory work performance. The burden of proof shall rest upon the Employer to prove unsatisfactory work performance. Periods of leave without pay and periods during which an employee is using paid leave to supplement workers' compensation shall not count toward the employee's probationary period or any extension period.

Section 6. This Article shall not apply to demotions resulting from an employee appeal, an Employer-initiated classification review or unsuccessful completion of a probationary period upon promotion.

Section 7. The Employer and the Union agree to expand the alternative forms of discipline in lieu of suspension actions program in accordance with the side letter dated January 27, 2017.

Section 8. An employee who is the subject of an Inspector General investigation will be notified when the investigation is concluded. The employee who is not being subject to disciplinary action will be notified at the conclusion of the investigation that the allegations were either "unfounded" or "unsubstantiated". An employee shall be deemed a subject of an investigation when the employee has been accorded a "subject interview".

Section 9. The Commonwealth agrees to meet and discuss at the request of the Union over the SEAP Program. It is understood that the Union has not waived its right to negotiate over Conditions of Continued Employment for individual employees.

ARTICLE 29 **SENIORITY**

Section 1. Under the terms of this Agreement, the term "seniority" means a preferred position for specific purposes which one employee within a seniority unit may have over another employee within the seniority unit because of a greater length of service within the state government or a particular organizational or occupational segment thereof.

a. Classification seniority standing shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in the employee's current classification. An employee whose position has been

downgraded will have service in the higher classification counted toward classification seniority in the lower classification.

b. Bargaining Unit seniority standing for the purpose of furlough shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in classifications covered by this Agreement.

c. Employees who served in the Armed Forces of the United States during periods of war in which the United States was or is engaged as listed below shall be responsible for providing proof of military service to their human resource officer within 60 days of their first day of work or 60 days after discharge or release from active duty during a current period of war in order to receive seniority credit in accordance with the Veteran's Preference Act 51 Pa. C.S. 7101. Failure to provide the required proof of service during the time period shall bar the employee or union from claiming credit for such service at a later date.

Applicable periods of war are as follows:

- (1) World War II-December 7, 1941-September 2, 1945
- (2) Korea-June 25, 1950-July 27, 1953
- (3) Vietnam-August 5, 1964-January 28, 1973
- (4) Persian Gulf – August 2, 1990 – August 31, 1991
- (5) War on Terrorism, September 11, 2001 to date determined by the Adjutant General (Department of Military and Veterans Affairs) pursuant to 51 Pa.C.S. 7101.

d. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly pay period plus the number of hours of military leave without pay; leave without pay for union business in accordance with Article 17, Section 3; leave without pay for work-related injuries in accordance with Article 26; and Family and Medical Leave Act (FMLA) leave under Article 18, Section 10 will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to the employee's accumulated total.

Section 2. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five consecutive working days, failure to report within 10 consecutive working

days of recall, expiration of recall period, failure to report after leave and acceptance of other permanent employment while on leave. This shall not restrict the Employer's right to take whatever personnel action it deems warranted for any of the above. If service is broken by any of the above, the employee shall lose Bargaining Unit and Classification seniority. If an employee is returned within one year after such break in service, the employee shall be entitled to credit for seniority purposes the time accrued up to the time break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.

Employees who are furloughed and who file applications for retirement benefits which are subsequently approved, will be considered to have a break in service as of the date of the approval of benefits by the State Employees' Retirement Board.

Section 3. Seniority lists shall be prepared for each seniority group and revised where necessary every six months. Appropriate service information shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards. Seniority lists shall be provided to the local Union President upon request not more than once every six months. Grievances alleging a violation of this Section may be appealed directly to step three of the Standard Grievance Procedure.

Section 4. The Employer agrees that all vacancies which are to be filled within the seniority unit will be posted at appropriate work locations prior to the filling of such vacancies for a period of at least 10 calendar days unless an emergency requires a lesser period of time. The Employer also agrees to post entrance level vacancies within the seniority unit at appropriate work locations prior to the filling of such vacancies for a period of at least five calendar days unless an emergency requires a lesser period of time. Such postings shall include the position number (Bureau Code, Class Code and serial number).

Virtual postings via NEOGOV or officially designated online platforms shall satisfy the requirements of this section without the need for a physical posting.

Section 5. Whenever the Employer deems it necessary to fill a non-civil service vacancy, vacancies shall be filled in the following manner:

a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such vacancy shall submit to the Employer their name on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

b. Where it is determined that skill and ability are relatively equal among the bidding employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Bargaining Unit seniority except in the following instances:

- (1) Where it is necessary to comply with the provisions of applicable law and rules relating to the Commonwealth's Equal Employment Opportunity Program.
- (2) Where the job involved requires highly specialized skill, training and expertise and there are no employees in the classification immediately below the vacancy who possess such qualifications.
- (3) Whenever a position is reclassified upward to correct an improper classification or to reflect an accretion of duties or reorganization of duties, then the incumbent shall be awarded the higher position.

c. If an employee is promoted in accordance with this Section and was temporarily assigned, at the time the position was posted or thereafter, to work in that position, the employee will be promoted retroactive to the ending date of the posting.

Section 6. Whenever the Employer deems it necessary to fill a civil service vacancy, vacancies shall be filled in the following manner:

a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such a vacancy shall submit their name to the Employer on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

b. When a vacancy is filled without examination and where it is determined that skill and ability are relatively equal among the bidding employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Bargaining Unit seniority subject to the exceptions noted in Subsections (1), (2) and (3) of Section 5.b. of this Article.

c. When a vacancy is filled by examination within a seniority unit, the bidding employee with the greatest Bargaining Unit seniority in the classification immediately below the vacancy who is within five points of the seniority unit employee with the highest score shall be promoted unless a person outside the seniority unit receives a grade placing the person 10 points or more higher than the seniority unit employee with the highest score in which instance the person from outside the seniority unit may be appointed. An example of a five-point range would be 85-90, inclusive. An example of a 10-point range would be 80-90, inclusive. This Section is subject to the exceptions as set forth for non-civil service employees in Subsections (1), (2) and (3) of Section 5.b. of this Article. For the purpose of this Section, persons outside the seniority unit whose names appear on the civil service list are not required to submit a bid in order to be considered for the vacancy.

d. If an employee is promoted in accordance with this Section and was temporarily assigned, at the time the position was posted or thereafter, to work in that position, the employee will be promoted retroactive to the ending date of the posting.

Section 7. a. When the Employer determines that a furlough is necessary within a seniority unit, employees will be furloughed in the inverse order of Bargaining Unit seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner:

(1) If an employee is affected by furlough the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided the employee has more Bargaining Unit seniority than the employee with the least Bargaining Unit seniority in that classification and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any other lower

classification in the same classification series using the same procedure.

(2) If the affected employee is unable under Subsection (1) above to bump into a lower classification the employee shall bump laterally or down into any other classification previously held within the bargaining unit but within the same geographical and organizational limitation as the seniority unit, using the seniority procedure specified in (1). above. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure.

(3) If the affected employee is unable under Subsections (1) and (2) above to bump into a position, the employee shall bump laterally or down into any classification previously held within any bargaining unit included in this Agreement but within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring using the seniority procedure specified in a. above. If such a bump is still not available, the employee shall bump into any other lower classification of the classification series of the position previously held using the same procedure.

(4) If the affected employee is unable to bump into any position as provided in Subsections (1), (2), and (3) above, the employee shall be furloughed, subject to the provisions of Section 12 of this Article.

(5) If an employee refuses to exercise rights under this Section, the employee shall forfeit all further bumping rights under this Section, recall rights under Section 9 of this Article to positions in all classifications except the one from which the employee was furloughed and placement rights under Section 12 of this Article. However, if an employee refuses a bump to a position that is 50 miles or more from the employee's residence as measured by the shortest regularly travelled route, the employee shall retain all recall rights under Section 9 of this Article and placement rights under Section 12 of this Article.

(6) In cases where a seniority unit is comprised of more than one geographic work location, an affected employee, who in exercising his or her bump rights under Subsections (1), (2), and (3) above, would otherwise be required to move into another geographic location within

the seniority unit, may bump the employee in the affected employee's current geographic work location with the least amount of Bargaining Unit seniority. The employee with the least Bargaining Unit seniority in the affected employee's current geographic work location may then bump an employee in another geographic location within the seniority unit, in accordance with Subsections (1), (2), and (3).

b. For the purposes of the exercise of bumping rights under this Section, permanent full-time employees shall have bumping rights to both full-time and part-time positions. Permanent part-time employees shall have bumping rights to part-time positions only. c. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.

Section 8. Before any furlough is implemented in a classification in the classified service in a seniority unit, all emergency employees will be separated before any temporary employees; temporary employees will be separated before any provisional employees; and all provisional employees will be separated before any probationary employees or any regular status members of the classified service are furloughed.

Before any furlough is implemented in a non-civil service classification, all temporary employees will be separated before any permanent employees are furloughed.

Section 9. The Employer shall establish a recall list by classification series using the same geographical and organizational limitation as the seniority unit in which the furlough occurred for those employees furloughed under Section 7 of this Article in the inverse order of Bargaining Unit seniority.

a. Employees on such recall lists shall have rights to a position in a classification within the seniority unit from which they were furloughed or to any lower-level classification in the same classification series in the same geographical and organizational limitation as the seniority unit in which the furlough occurred provided they have the requisite seniority and skill and ability.

b. Such recall lists will remain in effect for a furloughed employee for a period of three years after the effective date of the furlough.

c. In the event an employee on a recall list refuses an offer of employment in a lower classification for which the employee has seniority rights, the employee shall forfeit recall rights to such a classification; if the employee refuses an offer of employment in the classification from which the employee was initially furloughed, the employee shall forfeit all recall rights.

d. During the period that employees are on a recall list, they shall keep the Employer informed of any changes in address. The Employer shall not be held liable if an employee is not offered recall because of failure to notify the Employer of a change of address. An employee who is not offered recall because of failure to notify the Employer of a change of address and who subsequently informs the Employer of the current address shall be returned to the recall list and shall be offered the next opportunity for recall, provided the employee's three year recall period has not expired.

e. During the recall period employees may be offered recall to either temporary or part-time positions. If an employee refuses an offer of either temporary or part-time recall, the employee forfeits all further recall rights to the type of employment refused. The employee would retain recall rights to permanent, full-time employment for which the employee is eligible.

f. The recall period of a furloughed employee who, during the recall period, returns to the furloughing agency's payroll in a temporary capacity shall be extended by the amount of time the employee serves in the temporary capacity.

g. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall upon recall from the furlough to permanent employment, be credited with seniority for the amount of time spent in the temporary capacity.

h. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall be eligible for all benefits enjoyed by permanent employees, provided other applicable eligibility requirements are met.

i. The Employer will provide the Union with a copy of all recall lists.

j. A furloughed employee shall forfeit all recall rights under this Section under the following circumstance:

(1) For a defined benefit retirement plan employee or a hybrid retirement plan employee, recall rights are forfeited when the furloughed employee applies for and receives retirement benefits from the State Employees' Retirement System or the Public School Employee's Retirement System, as of the date of the approval of such benefits.

(2) For a defined contribution retirement plan employee, recall rights are forfeited when the furloughed employee receives a full distribution from his or her defined contribution plan, as of the date of such distribution. A furloughed employee who receives less than a full distribution from his or her defined contribution plan shall not forfeit his or her recall rights under this Section.

k. A permanent part-time employee shall only have recall rights under this Section to part-time positions (temporary or permanent).

Section 10. An employee desiring to transfer to another position in the same, equivalent or lower level classification shall submit a written request to the human resource office for the employee's seniority unit stating the reasons for the requested transfer. Prior to filling a vacancy, all written requests received for the position from employees within the same geographical/organizational limitation as the seniority unit will be considered. If the Employer in its sole discretion agrees to such transfer, the employee shall be entitled to maintain appropriate seniority rights. Nothing in this Section shall supersede the seniority rights of employees under this Article.

Section 11. In making shift assignments to shift openings preference shall be granted on a seniority basis unless the Employer feels it is necessary to assign otherwise in order to protect the efficiency of operation. Seniority status in this regard shall be Bargaining Unit seniority. If Bargaining Unit seniority is equal, the assignment will be made by lot.

Section 12. If an employee is unable to execute a bump as provided by Article 29, Section 7, and is placed on a furlough list, the Commonwealth will attempt to place the employee in a budgeted, available, uncommitted vacancy in a classification covered by the bargaining Unit to which there are no seniority claims in the following manner:

a. Placement will be made to positions in classifications covered by the bargaining unit to which an employee has bumping rights in any agency under the jurisdiction of the Governor provided the employee possesses the requisite skill and ability. In addition, placement will be made to entrance level vacancies in any classification covered by the Bargaining Unit in the same or lower pay scale group in the agency from which the employee was furloughed, provided the employee meets the minimum requirements and qualifications essential to the work of the vacancy. If an employee is unable to be placed under Paragraph one of this Subsection, placement will be made to entrance level vacancies in a classification in the same or lower pay scale group in the same bargaining unit from which the employee was furloughed in any agency under the jurisdiction of the Governor, provided the employee meets the minimum requirements and qualifications essential to the work of the vacancy.

b. Employees placed in entrance level vacancies which are not in the classification or classification series which an employee previously held will serve a six month probationary period during which time the provisions of Article 28, Section 1 shall not apply. Employees who are terminated for failure to successfully complete the probationary period shall retain recall rights under Section 9 of this Article.

c. Geographic limitations for the application of this Section will be designated by the employee by completing a placement questionnaire. The employee may choose up to ten counties in which the employee would be available for employment or a statewide availability.

d. Placement will be made in order of bargaining unit seniority; however, employees with an earlier furlough date will be placed in vacancies before employees with a later furlough date.

e. Civil service employees will have placement rights to both civil service and non-civil service vacancies consistent with the requirements outlined in Paragraph one of this Section. Non-civil service employees will have placement rights only to non-civil service vacancies, except that if an appropriate vacancy in a non-civil service

position is not available and the employee previously was a member of the classified service in a classification to which the employee would have rights under this Section, placement in that civil service classification will be attempted consistent with the requirements outlined in Paragraph one of this Section and in accordance with the Civil Service Act and Rules.

f. Employees will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Section cease. The furloughed employee shall retain recall rights as outlined in Article 29, Section 9.

g. If an employee accepts an offer of placement under this Section, any other placement rights to which an employee may be entitled under this Section cease.

h. In addition, employees shall complete an "Availability for Temporary Employment" questionnaire. If an employee indicates a desire not to be offered placement to temporary positions no such offers will be made and placement rights to permanent positions will not be affected. However, if an employee indicates a desire to be offered a temporary position and refuses such an offer, the employee shall forfeit all placement rights.

i. Employees placed in vacancies in the same classification from which furloughed or in vacancies in other classifications at the same pay scale group of the classification from which furloughed will lose recall rights outlined by Article 29, Section 9. Those employees placed in a classification in a lower pay scale group will retain their recall rights under Article 29, Section 9.

j. The provisions of this Section will be implemented at the time the employee's completed placement questionnaires are received by the central human resource office of the appropriate agency and will continue for one year after the employee has been furloughed. When the one year period has expired, an employee's rights under this Section cease. However, the employee will retain recall rights under Article 29, Section 9, except as provided in Subsection i. The provisions of this Section will not be implemented on behalf of employees who do not return completed placement questionnaires.

k. A furloughed employee shall forfeit any placement rights under this Section under the following circumstance:

(1) For a defined benefit retirement plan employee or a hybrid retirement plan employee, recall rights are forfeited when the furloughed employee applies for and receives retirement benefits from the State Employees' Retirement System or the Public School Employee's Retirement System, as of the date of the approval of such benefits.

(2) For a defined contribution retirement plan employee, recall rights are forfeited when the furloughed employee receives a full distribution from his or her defined contribution plan, as of the date of such distribution. A furloughed employee who receives less than a full distribution from his or her defined contribution plan shall not forfeit his or her recall rights under this Section.

The provisions of this Section will also be applied within each of the independent agencies.

Section 13. The probationary period for promotions shall be 180 calendar days in length, or the length of the Civil Service probationary period, whichever is longer and the provisions of Article 28, Section 1 shall not be applicable if an employee is demoted within that time for failure to successfully complete the probationary period. In such case, employees shall have the right to return to their former classification during this period. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the probationary period.

If an employee works out of class and is subsequently promoted to the same classification in the same seniority unit, the employee shall have the time worked out of class in the preceding six months credited toward the probationary period.

Section 14. For the purpose of furlough, the number of union stewards and chair officers of the Union locals agreed to by the parties on November 19, 1975 shall have superseniority. The Union shall provide the Employer, on a quarterly basis, a list of all employees who have been granted superseniority

in accordance with the provisions of this Section. The list shall contain the employee's name, union title, agency of employment, bargaining unit, work location and local union number.

Bargaining unit seniority will be used to break ties among employees who have been granted superseniority. If bargaining unit seniority is equal, the employees will draw lots.

Section 15. Seniority unit means that group of employees in a classification within an affected institutional, bureau, agency or department operational structure in a given geographic work area as listed in Appendix F.

A seniority unit (furlough or promotion) listed in Appendix C may be renegotiated at the request of either party. If agreement is not reached, either party may submit a request for arbitration.

Section 16. Grievances relating to the interpretation, application and implementation of Sections 5, 6, 7, 8, 9, 12, 15, 19 and 20 of this Article shall be filed at the third step. Arbitration of grievances relating to these Sections shall be conducted by a panel of three Members – one to be appointed by the Office of Administration, one to be appointed by the Union and the third to be selected by the Employer from a list of five names to be mutually agreed upon by the Employer and the Union. Such third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth of Pennsylvania.

The decision of the panel, hereinbefore described, shall be final and binding on the parties of this Agreement. The panel shall meet monthly for the purpose of adjusting grievances under this Section.

Section 17. When in the exercise of seniority rights provided hereunder, two or more employees are deemed relatively equal in skill and ability and have the same seniority, preferential rights shall be determined by lot.

Section 18. The provisions of this Article relating to promotions and filling of vacancies shall not be applicable to entrance level classifications.

Section 19. Permanent part-time employees will have the right to use their seniority to bid and be selected for permanent full-time vacancies that occur

in the same classification within the seniority unit. The criteria of Sections 5 and 6 of this Article will be applicable.

Temporary employees who have been employed in both calendar years 1992 and 1993 and who were not terminated for unsatisfactory performance will be placed in temporary vacancies in the seniority unit and in the last classification held which occur on or after the effective date of this Agreement.

Temporary employees will have the right to bid and be selected for permanent vacancies that occur in the same or lower level classification within the class series within the seniority unit. The seniority criteria of Sections 5 and 6 of this Article will be applicable.

Section 20. When there are competing seniority claims for either a permanent or temporary budgeted available position which the Employer intends to fill, those claims will be ranked in the following order: Recall, in accordance with Section 9; Promotion, in accordance with Sections 5 and 6; Placement, in accordance with Section 12; Part-time employees bidding on full-time positions in the same classification, in accordance with Section 20; and temporary employees bidding on permanent positions, in accordance with Section 19.

Section 21. The Employer shall give consideration to territory assignments on the basis of seniority where such assignments do not adversely impact on the Employer's right to maintain efficient operations. The Employer further agrees to Meet and Discuss upon request of the Union on the impact of territorial redistribution or adjustments prior to implementation.

ARTICLE 30

UNIFORMS, CLOTHING AND EQUIPMENT

Section 1. Where the Employer now provides devices, apparel or equipment necessary to protect employees from injury or exposure to extreme non-climatic heat or cold, the Employer shall continue to provide the level of protection in accordance with the practice now prevailing. Where no such protection is now provided, the Employer shall provide whatever device, apparel or equipment is necessary to afford a level of protection provided by the agency for similar risks or exposure. Where special tools are required for accomplishing work assignments, the Employer shall be

responsible for supplying the same. Where the tools customarily used in a trade or craft are now required to be supplied by the employee, such requirement shall continue; where such tools are presently supplied, the practice shall continue. Where uniforms are required and for so long as they may be required, the Employer agrees to furnish the uniforms so required. Uniform requirements are not to be confused with dress regulations required by the Employer.

Section 2. In the event a patient, inmate, reentrant, or parolee damages or destroys items of clothing or personal property which are worn by an employee and which are necessary for the performance of such employee's work, the Employer shall reimburse the employee for the value of such clothing or personal property. In addition, where the employee demonstrates that items of clothing which were not being worn by the employee are destroyed by a patient or inmate, the Employer shall reimburse the employee for the value of such clothing. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not be due to the employee's own negligence. The Employer shall take prompt and timely action in the disposition of employee claims for damaged personal effects.

Section 3. The Employer shall, at its option, either replace or reimburse an employee for the value of the tools or toolbox stolen after forcible entry into a State-owned or leased facility, provided all of the following conditions exist:

- a. The tools and toolbox must be required to perform the duties assigned to the employee and the employee is obligated to supply the necessary tools.
- b. The facility and location in the facility must be the place that is designated in writing by the Employer as the appropriate place to store tools when not in use.
- c. If tools are stolen from a toolbox, the toolbox must have been locked if the box contained a locking device or a lock could be applied to seal the contents.
- d. The employee must submit a written list of tools to the Employer

and written modifications to the list whenever tools are removed, broken or new tools added. When new tools are added, the employee shall state the price on the modification.

The Employer has the right to verify the accuracy of the list and modifications made thereto provided, however, the involved employee is present while such verification is being made.

Section 4. a. For each fiscal year covered by this agreement, each Parole Agent will be entitled to an annual clothing/equipment allowance of \$300 and each Healthcare Survey and Healthcare Nurse Surveyor will be entitled to an annual clothing/equipment allowance of \$200, provided they were in an active pay status for an aggregate of at least 200 working days in the preceding fiscal year and are employed on June 30th.

b. Employees who retire in accordance with Article 14, Section 7, during the fiscal year and are in an active pay status of 200 working days will receive the full clothing allowance. Employees who retire in accordance with Article 14, Section 7 during the fiscal year and are in an active pay status of less than 200 working days will receive a pro-rated clothing allowance.

Employees who separate employment, other than those who retire in accordance with Article 14, Section 7, in the fiscal year and are not employed on June 30th will not receive a clothing allowance.

c. The allowance provided herein shall be payable no later than September 30th of each contract year.

d. All other employees in the bargaining unit shall be eligible for reimbursement up to \$200 each fiscal year covered by this agreement for the purchase and maintenance of job-related equipment not issued by the Employer. It is understood that requests for reimbursement are subject to review for appropriateness of any job-related equipment. The Employer may require receipts for reimbursement.

ARTICLE 31
DISCRIMINATION/EMPLOYEE TREATMENT

Section 1. Both the Employer and the Union agree not to discriminate against any employee on the basis of race, religious creed, color, ancestry, sex, marital status, age, national origin, disability, union membership, political affiliation, AIDS or HIV status, sexual orientation, or gender identity or expression.

Section 2. The Employer does not condone sexual harassment of any employee and encourages employees who, after appropriate consideration of all relevant facts, believe that he/she is the object of such conduct, to report such allegations as soon as possible.

Substantiated instances of such harassment will be remedied by the Employer. An arbitrator may decide only whether or not the charging party has substantiated that sexual harassment has occurred, but what constitutes the appropriate remedy will be determined by the Employer in its sole discretion.

Section 3. An employee who has filed a sexual harassment complaint will be notified when the investigation has been concluded. The employee will be informed of the results of the investigation.

Section 4. Employees shall be treated in a respectful manner which does not embarrass them or demean their dignity. Incidents which are at variance with this principle may be appealed through the Grievance Procedure, provided that the decision at the fourth step/Joint State Committee shall be final and binding.

ARTICLE 32
UNION BUSINESS

Section 1. The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material related to Union business. Furthermore, the Union shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. The Union may send mail related to Union business to local official Union representatives at appropriate facilities

to which mail is delivered. Such mail shall not be read by other than the addressee.

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

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

Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the human resource officer or a designated representative. If the Union representative is an employee of the Employer, the employee shall request from the immediate supervisor reasonable time off from regular duties to process such grievances. The Employer will provide a reasonable number of employees with time off, if required, to attend negotiating meetings.

ARTICLE 33 **SPECIAL AND PART-TIME EMPLOYEES**

Section 1. Present practices relating to employees who are part-time, irregularly scheduled, or specially classified shall remain in effect.

Section 2. Employees referred to in Section 1 shall only be entitled to those fringe benefits presently received subject to any modifications to those specific fringe benefits provided for in the Agreement. If prior fringe benefits were prorated, the modifications to those fringe benefits shall likewise be prorated. No additional fringe benefits shall accrue by virtue of this contract.

Section 3. The Employer shall not arbitrarily convert full-time vacancies to part-time positions or vacancies.

ARTICLE 34
PEACE AND STABILITY

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

Section 2. Should a strike occur not authorized by the Union, the Union within 24 hours following the request of the Employer shall:

- a. Publicly disavow such action by the employees.
- b. Advise the Employer in writing that such employee action has not been authorized or sanctioned by the Union.
- c. Post notices on all bulletin boards advising employees that it disapproves of such action and instruct them to return to work immediately.

Section 3. The Employer reserves the right to discipline, suspend, demote, or discharge any employee or employees who violate the provisions of Section 1 of this Article.

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

ARTICLE 35
MISCELLANEOUS PROVISIONS

Section 1. In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties, however, shall, at the request of either, negotiate on the subject matter involved in any invalid provision.

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

Section 3. In the event that any provision of this Agreement requires legislative action to become effective, including but not limited to the amendment to existing statutes, the adoption of new legislation, or the granting of appropriations, it shall become effective only if such legislative action is taken. The parties, however, mutually agree to make recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Agreement.

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

Section 5. Ratings shall be completed by supervisors who are familiar with the work performance of the employee. This shall in no way affect review procedures.

Section 6. Employee benefits and working conditions now existing and not in conflict with the Agreement shall remain in effect subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights reserved to it under Article 2 of this Agreement.

Section 7. Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. The mileage allowance shall be the General Services Administration rate. If the General Services Administration of the Federal Government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for employees under this Agreement will be increased or

decreased on the effective date of the General Services Administration change.

Section 8. Committees composed of representatives of the Union and the Employer are to be established at agency and appropriate local levels to resolve problems dealing with the implementation of this Agreement and to discuss other labor-management problems that may arise. The levels at which these committees are to function may be determined by agency or departmental discussions.

Section 9. Inter-city and inter-agency permanent transfers shall be made by agreement between the Employer and employee except as otherwise provided in unit agreements.

Section 10. Reasonable use of telephones for local calls on personal business by employees is permitted in accordance with existing practices where such use does not interfere with the efficiency of the operation. Long distance calls are permitted provided they are collect or are charged to credit cards or to the employee's home telephone number.

Section 11. There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information, will be available for examination by the employee within a reasonable period of time after the employee's request. Such examination shall be at the location where the personnel file is maintained and shall be conducted in the presence of the human resource officer or designee. Material shall not be removed from or added to the folder nor shall its contents be altered in any way. Employees are entitled to have a representative with them while reviewing their own file. If there is any disagreement as to the contents of the personnel file, an employee shall have the right to submit a statement concerning any materials in the employee's file and any such statement shall then become part of the personnel file. If comments are placed in the file during an exit interview, the employee shall have the right to submit a statement concerning those comments which shall then become a part of the personnel file. After a period of two years, a written reprimand or reference to an oral reprimand shall be removed from the employee's official personnel folder if no intervening incidents of the same or a similar nature have occurred.

Section 12. The Employer agrees, upon request, to discuss any contemplated change in organizational structure that may affect existing job classifications. Such discussions shall be held to determine whether opportunities will be provided for lateral transfers into new or existing vacancies which may afford promotional opportunities based on seniority.

Section 13. The Commonwealth agrees to meet and discuss the impact of technology changes on the work environment, work processes and job classifications and pay scale groups.

Section 14. In the event the Public Employe Relations Act is amended during the term of this Agreement, the parties agree to negotiate concerning the amendments to determine whether or not this Agreement should be amended to incorporate changes permitted by the amendments to the Act. It is clearly understood that if this Agreement is reopened for negotiations for this purpose, the provisions of Article 34, Peace and Stability, will remain in full force and effect.

Section 15. All letters of agreement signed by the Office of Administration in effect on July 1, 2023 shall remain in effect if applicable. As soon as practicable, the parties shall determine which side letters covering bargaining unit employees are to be terminated. The remaining side agreements shall be included in an appendix to this agreement.

Section 16. A position shall not be filled by a temporary employee or employees for more than 12 consecutive months or the length of a leave of absence of the employee being replaced, whichever is greater.

Section 17. In the event the State Employees' Retirement Code is amended during the term of this Agreement to authorize dues deductions for retired public employee associations, the parties agree to negotiate whether or not the Agreement should be amended to incorporate changes permitted by the amendment to the Code. It is clearly understood that if this Agreement is reopened for negotiations for this purpose, the provisions of Article 34, Peace and Stability, will remain in full force and effect.

Section 18. Should the Employer assert an overpayment of wages or benefits provided by this agreement of more than \$300 has been made to any employee, the Employer shall provide written notice of such overpayment to the employee and the Union and shall supply the employee

and the Union with documentation of such debt. Repayment of such debt shall be made by the following procedures:

- a. The employee may elect to repay the debt in full in a single payment via payroll deductions;
- b. The employee may voluntarily repay the debt by making the payments of 15% or more of gross pay per pay period; and
- c. If the payment of 15% of gross pay is too severe, the employee may propose a payment plan after submitting documentation of hardship including total family income, assets, liability, number of dependents, total expenses for food, housing, clothing, transportation, medical care and any exceptional expenses. The employee then may submit an alternative payment plan through payroll deductions for approval by the Employer. In no case shall the alternative payment be less than 10% of gross pay per pay period and for a repayment of 26 pay periods or more. The Office of the Budget shall have the sole right to approve such repayment plans.

Section 19. Policies concerning tobacco use at the work site, including prohibitions against tobacco use, may be established by the Commonwealth after meet and discuss with the Union. The Commonwealth shall ensure that tobacco use policies are applied uniformly to all employees at the work site.

Section 20. In January, April, July, and October of each year, the Commonwealth will provide the Union with a list of employees deemed “essential” in the system. In addition, worksites agree to provide the Union with advanced notice, if possible, whenever it determines it is necessary to require employees who are not on this list to work during a paid office closing. Where advance notice is not possible, worksites agree to notify the Union as soon as possible. The Commonwealth agrees to meet and discuss with the Union on this issue upon request.

Section 21. The Employer and the Union share a mutual interest in creating a safe and productive work environment that promotes the achievement of high-performance outcomes. Toward that goal, the Union hereby agrees to partner with the Employer in implementing Lean management improvement methods to eliminate inefficiencies, improve customer service and maximize

organizational performance through interest-based dialogue and problem-solving.

ARTICLE 36
EQUAL EMPLOYMENT OPPORTUNITY

If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, the Civil Rights Act of 1964, and all laws and rules, relating to the Commonwealth's Equal Employment Opportunity program, and the Americans with Disabilities Act, the provisions of the aforementioned Orders, laws and implementing regulations shall prevail.

Disputes regarding the application and implementation of the Orders, laws and implementing regulations shall be subject to arbitration.

This provision does not constitute a waiver of rights under Act 195.

ARTICLE 37
GRIEVANCE AND ARBITRATION/STANDARD GRIEVANCE
PROCEDURE

Section 1. Where an employee has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission, either the contract grievance procedure shall cease, if the employee has submitted a contract grievance, or the employee shall not be entitled to institute proceedings under the contract grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within fifteen (15) working days of the date of the occurrence of the action giving rise to the grievance, the processing of a contract grievance filed within the time limits set forth in Section 2 shall be permitted. Working days is defined as Monday through Friday, not including Holidays.

Section 2. Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Agreement shall be settled in accordance with the following steps. Where grievances may be submitted in writing, they may also be submitted via email, however current practices regarding the provision of hard copy documentation provided as support for

grievance submissions by the Union shall continue. Both parties will include a copy of the grievance with their grievance correspondence.

STEP 1. The employee, either alone or accompanied by the Union representative, or the Union where entitled, shall present the grievance in writing to the designated management representative of the employee's division, bureau, institution, or equivalent organizational units, within fifteen (15) working days of the date of its occurrence, or when the employee knew or by reasonable diligence should have known of its occurrence. The supervisor or designated management representative shall attempt to resolve the matter and report the decision to the employee in writing within fifteen (15) working days of its presentation.

STEP 2. In the event the grievance is not settled at Step 1, the appeal must be presented in writing by the employee or Union representative to the applicable agency head or designated agency-level representative within fifteen (15) working days after the Step 1 response is due or received. The official receiving the written appeal, or the designated representative, shall respond in writing to the employee and the Union representative within fifteen (15) working days after receipt of the appeal.

STEP 3. In the event the grievance has not been satisfactorily resolved in Step 2, written appeal may be made by the employee or Union representative within fifteen (15) working days after the response from Step 2 is due or received to the Bureau of Employee Relations, Office of Administration and shall contain a copy of the Step 2 decision. The preferred method is to send an email to the Office of Administration, Bureau of Employee Relations grievance resource account (RA-oaber-grievance@pa.gov); such an appeal may also be mailed to the Office of Administration (Bureau of Employee Relations, 404 Finance Building, Harrisburg, PA 17120). The Bureau of Employee Relations, Office of Administration shall issue a decision in writing to the employee and/or the Union within fifteen (15) working days after receipt of the appeal.

STEP 4. An appeal from an unfavorable decision at Step 3 may be initiated by the Union serving upon the Employer a notice in writing of the intent to proceed to arbitration within 15 working days after the response from Step 3 is due or received. The preferred method is to send an email to the Office of Administration, Bureau of Employee Relations grievance resource account (RA-oaber-grievance@pa.gov). Said notice shall identify the provisions of the Agreement, the department and the employee involved, and shall include a copy of the grievance.

The arbitrator is to be selected by the parties jointly within seven working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators.

The parties shall, within seven working days of the receipt of said list, confer for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Employer shall strike the first name.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The decision at Steps 1 and 2 shall not be used as a precedent for any subsequent case.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

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

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

All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 3. An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure up to and including Step 3, subject, however, to Section 606, Article VI of the Public Employee Relations Act. Upon request by an employee or union representative, a grievance meeting will be rescheduled, if necessary, if Union representation is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

Employees selected by the Union to act as Union representatives shall be known as stewards. The Union shall furnish the Employer with the names and work locations of Union representatives and shall notify the Employer of any changes.

A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure.

An aggrieved employee and Union representatives, if employees of the Employer, shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Article without loss of pay or leave time.

Where such Union representatives represent employees in more than one agency, they shall be permitted to cross agency lines for this purpose.

The Union may present grievances concerning agency-wide decisions directly to Step 2 within 15 working days of the date of the occurrence or the

date when the Union knew or by reasonable diligence should have known of its occurrence.

ARTICLE 38

PROFESSIONAL EDUCATION REIMBURSEMENT

Section 1. The Employer and the Union recognize the need for a Professional Educational Program that can be made available on an equitable basis to employees in the Medical Record Examiner and Health Care Nurse Surveyor job classifications. The term “employee” as used throughout this Article shall refer solely to employees in these job classifications.

Section 2. a. In this Article, in-service training refers to that training conducted by the Employer on the Employer's premises to assist employees in acquiring the knowledge and skills to perform their duties as professional employees more effectively.

b. Out-service training may include workshops, conferences, correspondence courses, on-line (internet-based) training and seminars which are conducted by professional, private, or public organizations and which are directly related to the employee's current job duties.

Section 3. In order to facilitate attendance of employees on an out-service training basis, the Employer agrees to extend to each employee within the unit five educational leave days per contract year for the period July 1, 2023 through June 30, 2027 for attendance at out-service training approved by the Employer in accordance with Section 2.b. above. In addition, the Employer agrees to reimburse each employee for the amount actually expended not to exceed \$1000 per contract year for the period July 1, 2023 through June 30, 2027, for out-service training within the Commonwealth of Pennsylvania. However, the Employer retains the right to deny requests for out-service training if equivalent programs are offered at a location closer to the employee's worksite. The Employer, in its sole discretion, may send employees to out-service training at a location outside of the Commonwealth of Pennsylvania. The cost of such training shall be deducted from the allowance provided under this Section. Reimbursement for expenses under this Article shall be in accordance with the Commonwealth's Travel Expenses Regulations (Management Directive 230.10).

Employees who work other than the day shift may use up to two days of educational leave to attend one educational program.

Employees who attend out-service training where lunch is not provided as a part of the registration fee will be reimbursed for out-of-pocket lunch expenses not to exceed \$10.00, including sales tax upon presentation of a receipt.

The amount of money reimbursed for lunch expenses will be charged against aggregate amount of money extended to each employee for out-service training.

Requests to use educational leave must be submitted to the Employer at least 30 calendar days in advance of the date(s) requested, or as soon as practicable, and should indicate the type of training and the dates of attendance. The Employer will respond within ten work days (defined as Monday through Friday, exclusive of holidays) to requests for out-service training. If an employee does not receive a response within the time limits set forth herein, the employee may submit a complaint in accordance with the procedure outlined in Section 9 of this Article.

The Employer will consider such requests in accordance with Section 2.b., above, and subject to operational requirements shall not arbitrarily and capriciously deny such requests. Should more requests be received than can be granted, approvals will be made within the seniority unit based on bargaining unit seniority. However, once a request has been approved by the Employer, it will not be rescinded on the basis of a subsequent request by a more senior employee.

Section 4. Full-time employees shall be eligible for tuition reimbursement up to a maximum of \$2,000 per contract year for the period July 1, 2023 to June 30, 2027 after successful completion of accredited academic undergraduate or graduate courses which would enable professional employees to maintain or improve skills required in performing their current job duties, or, in the case of employees who are enrolled in a degree program, which are necessary for completion of a degree in nursing or a related health-care field.

Educational leave as outlined in Section 3 above may be used by an employee in hourly increments, to a total of 37.5 or 40 hours per contract

year for the period July 1, 2023 through June 30, 2027, to allow an employee's attendance at a college course for which tuition reimbursement has been approved. Educational leave may also be used for the performance of clinical hours required for completion of tuition reimbursement-eligible courses. The use of educational leave for this purpose is subject to management's ability to maintain efficient operations and provided that an alternate work schedule could not be arranged.

Section 5. Reimbursement under Section 4 above will be made for courses which are approved in advance by the Employer and will be in accordance with procedures established through the Directives Management System and by the Agency involved. The Employer will respond to requests for approval of courses at the local level within five working days and at the State level within ten working days.

Section 6. Reimbursement will be contingent upon successful completion of the course (attainment of a grade of "C" or better). Employees who terminate employment before the end of a course will not be eligible for reimbursement.

Section 7. Part-time employees who are scheduled to work at least 50% time shall be eligible for educational leave and out-service training in accordance with Section 3 above and tuition reimbursement as provided in Section 4 above on a pro rata basis.

Section 8. Employees who use both continuing education and tuition reimbursement benefits in the same contract year shall be subject to a combined use limitation of \$2,125 for the contract period July 1, 2023 through June 30, 2027. However, the amount used for continuing education shall not exceed the amount set forth in Section 3 of this Article.

Section 9. An employee who does not receive a response within the time limits set forth above or who is denied benefits under Sections 3, 4 or 8 and believes that such denial is unfair or arbitrary or otherwise contrary to the intent of this Article shall immediately report the incident to the Union. The Union will report the complaint to the appropriate Agency and to the Office of Administration. The Employer, within five working days, will investigate and respond to the complaint and take corrective action if warranted. This procedure will be in lieu of recourse to the grievance procedure. General problems in administration of this Article will be subject to meet and discuss at appropriate agency levels.

Section 10. Requests for out-service training which have been denied for failure to meet the criterion established in Section 2.b. of this Article shall, at the request of the Union, be reviewed by a joint committee. The committee shall consist of one member to be appointed by the Union, one member to be appointed by the Office of Administration (the Chief Negotiator or designee) and the Agency Labor Relations Coordinator or designee.

The committee will review the subject matter of the training and the reasons for denial to determine whether, in its opinion, the request should have been approved or disapproved. The committee will issue an advisory opinion to the Employer which will be taken into consideration in the review of the instant request or similar future requests.

Section 11. Leave and expense benefits referred to in this Article are a part of what is provided in Management Directive 535.3, Out-Service Training, and are not intended to add to or to limit what is stated in that directive.

Section 12. The Employer and the Union recognize the need for in-service educational programs for unit employees and the need for expansion and improvement in many existing programs. Where programs are implemented, improved or expanded, the Employer will meet and discuss with the Union on the quantity, quality and subject matter.

Section 13. Nothing in this Article shall prevent the Employer and the Union at a work site from developing and conducting accredited continuing education programs for employees at the work site, nor shall anything in this Article prevent such employees from voluntarily using reimbursement available to them under Section 3 to fund such program(s).

ARTICLE 39 **SAFETY AND HEALTH**

Section 1. The Employer will take positive action to assure compliance with laws and regulations concerning the health and safety of employees working in state owned or leased buildings and to assure compliance with all lease provisions affecting the safety or health of employees.

Section 2. The Employer agrees to establish a health and safety committee at each agency. Multi-agency committees may be established by mutual

agreement. The committee shall be composed of an equal number of representatives of the Union and the Employer. The purpose of the committee shall be to investigate present or potential safety hazards and security problems and to make recommendations for corrective action. The Committee may also discuss which employees, due to the nature of their work, will be provided with regular health screenings and which employees will be provided wrist rests. Unless otherwise agreed by the parties, the committee shall meet once each quarter unless a clear and present danger situation warrants a special meeting. The committee shall establish its own operating procedures. However, union representatives on the committee shall be given a reasonable amount of time during working hours to investigate safety and health hazards brought to the committee and to serve on this committee.

Section 3. The Employer agrees to inform the local union when representatives of the Bureau of Occupational and Industrial Safety, Department of Labor and Industry, or other state or federal agencies involved in the establishment or enforcement of laws concerning or affecting the health and safety of employees working in state-owned or leased buildings are on the premises for an inspection. A designated union steward or officer located on the premises shall be allowed to accompany such representatives on inspection tours of the work site to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of such regulatory agencies who are at the work site for the purpose of safety inspections, the Employer agrees to inform the local union.

Section 4. The Employer will not assign employees to any work area in any building owned or leased by the Commonwealth while there is a clear and present danger to their safety and such a danger is not an anticipated part of the normal and expected responsibilities and risks of the job in question.

Section 5. The Employer will take appropriate action to protect its employees from injury while at work. Where clear and present hazardous conditions exist at a work site, the Employer shall post appropriate warning signs and take immediate action to abate the hazard.

Section 6. Employees shall be provided with information on all communicable diseases and infestations to which they may have routine

workplace exposure. Information provided to employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions and recommendations for immunization where appropriate. The Employer and the Union agree to establish a committee to formulate a policy on how to deal with persons who have a communicable disease or are suspected of having a communicable disease or infestations. Employees who are authorized by the Employer to receive Hepatitis "B" immunizations because of a job-related need to receive such immunizations will have the time spent receiving such immunizations counted as hours worked.

Section 7. Upon written request, the local union shall be provided with copies of statistical reports concerning work-related accidents.

ARTICLE 40 **SUCCESSORS**

In the event the Employer sells, leases, transfers or assigns any of its facilities to other political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff, furlough or termination of employees covered by this bargaining agreement, the Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer. The Employer shall notify the Union in writing at least 30 days in advance of any such sale, lease, transfer, or assignment.

ARTICLE 41 **STATEWIDE LABOR-MANAGEMENT COMMITTEE MEETING**

The parties agree that statewide labor-management committee meetings will be held when there is a problem or situation which impacts more than one agency which comprises this bargaining unit.

The committee will function on an ad hoc basis with each party selecting their representatives but the total number representing each party shall not exceed 15.

Either side may request such a meeting by submitting an agenda to the Director of Employee Relations of the Office of Administration.

Requests must be made two weeks in advance.

The time and place of the meeting will be determined by discussions between the Union and the Management.

The meeting will be chaired on a rotating basis by the designee of the Director of Employee Relations and the representative of the Union.

Labor/Management Committees at the agency or local level shall meet at the request of either party at mutually convenient times. The party requesting the meeting shall provide a tentative agenda for discussions. The Employer will provide a timely response to the Union with regard to the issues discussed during the meeting. After consideration of the Union's recommendations, the Employer will implement whatever actions it deems appropriate, if any.

ARTICLE 42

POLITICAL ACTION COMMITTEE DEDUCTIONS

Section 1. The Employer agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to the Union's Political Action Committee. The Employer shall make such deductions only in accordance with the written authorization of respective employees which shall specify the amount, frequency and duration of the deductions.

Section 2. The Employer shall transmit the monies deducted in accordance with this Article to the Union's Political Action Committee in accordance with the procedures agreed to by the Employer and the Union.

Section 3. The Union shall reimburse the Employer for the Employer's actual cost for the expenses incurred in administering this Article.

Section 4. The Union shall indemnify and hold the Commonwealth harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 43
PRESERVATION OF BARGAINING UNIT WORK

Section 1. It is the Commonwealth's intent to utilize bargaining unit employees to perform bargaining unit work to the fullest extent feasible, subject to the criteria of Sections 3.b and 4.b.

Section 2. The provisions of Sections 2 through 7 of this Article shall apply only to bargaining unit work performed on July 1, 1996 by employees in rank and file units represented by FOP Lodge #92 in the particular agency affected.

Section 3. a. Except as provided in Section 9, the Employer shall not contract/assign bargaining unit work included within the scope of Section 2 to independent contractors, consultants or other non-bargaining unit state employees where (1) such contract/assignment would result in the layoff or downgrading of an employee, or (2) such contract/assignment would prevent the return to work of an available, competent employee, or (3) the duration of the work to be performed under the contract/assignment is expected to be more than 12 consecutive months, or (4) the work is performed on an annually recurring basis; except for the reasons set forth in Subsection b.

b. The Employer may contract/assign bargaining unit work described in Subsection a. for any of the following reasons: (1) legitimate operational reasons resulting in reasonable cost savings or improved delivery of service, (2) legitimate operational reasons resulting from technological changes, (3) or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work.

Section 4. a. Except as provided in Section 9, the Employer shall not contract/assign bargaining unit work included within the scope of Section 2 which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee to independent contractors, consultants or other non-bargaining unit state employees, except for the reasons set forth in Subsection b.

b. The Employer may contract/assign bargaining unit work described in Subsection a. for any of the following reasons: (1) legitimate

operational reasons resulting in reasonable cost savings or improved delivery of service, (2) legitimate operational reasons resulting from technological changes, (3) or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work.

Section 5. The Employer shall provide the union with as much advanced notice as possible of a proposed contract/assignment of bargaining unit work included within the scope of Section 2 which meets the conditions set forth in Sections 3.a. and 4.a.

Section 6. At each site where a proposed contract/assignment of bargaining unit work is to occur and provided the work is included within the scope of Section 2 and meets the conditions set forth in Sections 3.a. and 4.a., local labor/management committees shall meet and discuss over the reasons for the contract/assignment. At this meeting the Employer shall provide to the union all information it has to support a claim (a) of reasonable cost savings or improved service, (b) of legitimate operational reasons resulting from technological changes, (c) that there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work, or (d) that the duration of the contract/assignment is not expected to exceed 12 consecutive months duration. The union shall have the opportunity to provide alternative methods to attaining the Employer's desired result. In the event that the parties at the local level are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of FOP Lodge #92, the Agency and the Office of Administration. Should the parties be unable to resolve the issue, the union shall notify the Office of Administration in writing of its intent to submit the matter to the grievance procedure.

Section 7. The Employer and the Union agree to meet and discuss, on an ongoing basis, at the statewide or agency level to develop a list of contract/assignment exemptions from the provisions of Sections 2 through 6 of this Article. Examples of criteria to be used by the parties for developing the list of exemptions are: duration of the project; total cost of the contract; availability of the necessary skills and/or equipment within the agency's existing resources; ability to complete the project with the Agency's workforce within the required time frames.

Section 8. The Employer agrees to meet and discuss regarding any contract/assignment involving work of the type traditionally performed by employees covered by the bargaining unit, but excluded by Section 2 of this Article, upon request of the union and presentation by the Union of an alternative which may result in reasonable cost savings or improved delivery of service.

Section 9. This agreement will not be construed so as to prevent other non-bargaining and first-level supervisory unit state employees who are in class titles represented by employee organizations other than FOP Lodge #92 from performing bargaining unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the Employer or maintain the Employer's standard of service.

Section 10. The Employer and the Union acknowledge the above represents the results of negotiations conducted under and in accordance with the Public Employe Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of bargaining unit work.

ARTICLE 44

DRUG AND ALCOHOL TESTING

Section 1. The parties agree that employees in the Department of Corrections are subject to the provisions of Appendix G.

The Commonwealth and FOP Lodge #92 agree the coverage of employees by the above referenced programs represents the results of negotiations conducted under and in accordance with the Public Employe Relations Act and constitutes a term and condition of employment for employees.

Section 2. Commonwealth agencies shall have the right to establish drug and alcohol testing programs covering G4 employees that provide for reasonable suspicion, return-to-duty and/or follow-up testing of employees. The scope of testing and cut-off levels shall conform to those established by the U.S. Department of Health and Human Services in the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Such policies and programs shall only be implemented after a meet and discuss with the Union.

ARTICLE 45

LEAVE DONATION PROGRAM

Section 1. Permanent employees may donate annual leave to a designated permanent employee in the employee's agency who has used all accrued paid leave and anticipated annual leave, in accordance with Section 2.g. of this Article, for the current leave calendar year. The leave is to be used for the recipient's own catastrophic or severe injury or illness, the catastrophic or severe injury or illness of a family member, or for absences related to an organ donation by the recipient. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Article 14, Section 6.

Section 2. Recipients

a. Recipients must be permanent employees in bargaining units that have agreed to participate in this program.

b. Family member is defined as a husband, wife, domestic partner, child, step-child, foster child or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria or the child of the employee's domestic partner.

Effective with the beginning of the 2021 leave calendar year, leave donations may not be used for the catastrophic or severe injury or illness of a domestic partner of an employee or the child of an employee's domestic partner.

c. An organ donation, or catastrophic illness or injury that poses a direct threat to life or to the vital function of major bodily systems or organs, and would cause the employee to take leave without pay or terminate employment, must be documented on a Family and Medical Leave Act Serious Health Condition Certification form. Donated leave may not be used for work-related injuries or illnesses, minor illnesses, injuries, or impairments, sporadic, short-term recurrences of chronic, non-life threatening conditions,

short-term absences due to contagious diseases, or short term recurring medical or therapeutic treatments, except for conditions such as those listed above.

d. An organ donation, and severe illness or injury must also be documented on a Medical Condition Certification to Receive Leave Donations Form.

e. Organ donation is defined as a living donor giving an organ (kidney) or part of an organ (liver, lung, or intestine) to be transplanted into another person.

f. The absence due to an organ donation, or the catastrophic or severe illness or injury of the employee or a family member must be for more than 20 workdays in the current leave calendar year. The 20-workday absence may be accumulated on an intermittent basis if properly documented as related to the organ donation or the same catastrophic or severe illness or injury. Annual, sick (for employee's own serious health condition), sick family (for the serious health condition of a family member), holiday, compensatory, or unpaid leave may be used during the accumulation period. A separate accumulation period must be met for each organ donation, or catastrophic or severe illness or injury and for each leave calendar year in which donated leave is used. Donated leave may not be applied to the required 20-workday accumulation period.

g. All accrued leave must be used as follows before any donation may be received:

(1) For an employee's organ donation, or own catastrophic or severe injury or illness, all accrued annual, sick, holiday, and compensatory leave and all anticipated annual leave for the current leave calendar year must be used.

(2) For the organ donation, catastrophic or severe injury or illness of a family member, all accrued annual, holiday, and compensatory leave and all anticipated annual leave for the current leave calendar year must be used. All five days of sick family leave and any additional sick family leave for which the employee is eligible must be used.

h. Up to 12 weeks of donated leave per leave calendar year may be received for all conditions of the employee and family members cumulatively, but donations may not be received in more than two consecutive leave calendar years. Donated leave is added to the recipient's sick leave balance on a biweekly basis. Recipients do not repay the donor for donated leave. Leave usage is monitored closely to ensure that donated leave is used only for absences related to organ donation, catastrophic or severe illness or injury.

i. The recipient's entitlement to leave under the Family and Medical Leave Act will be reduced, where applicable, by donated leave that is used. Entitlements to sick leave without pay (for an employee's own illness) or family care leave without pay (for a family member's illness) will also be reduced.

j. Donated leave may be used on an intermittent basis. However, each absence may be required to be medically documented as due to the organ donation, or the same catastrophic or severe illness or injury.

k. An employee is not eligible to receive donations of leave if, during the previous six months, the employee has been placed on a written leave restriction, or has received a written reprimand or suspension related to attendance.

l. Donated leave that remains unused once the employee is released by the physician for full-time work, when the family member's condition no longer requires the employee's absence, or at the end of the leave calendar year, must be returned to the donors in inverse order of donation. However, if at the end of the year, the absence is expected to continue beyond the greater of 20 workdays or the amount of annual and sick leave that could be earned and used in the following leave calendar year, donated leave may be carried into the next year.

Section 3. Donors

a. A donor may voluntarily donate accrued annual and personal leave to an employee within the donor's agency who meets the requirements of the Leave Donation Program. Donations may be made to multiple employees, as long as the minimum donation is made to each employee.

b. Donations must be made in increments of one day (7.5 or 8 hours), but not more than five days can be donated to any one employee in the same leave calendar year. The donor's annual leave balance after donation cannot be less than the equivalent of five workdays of leave (37.5 or 40.0 hours).

c. The donation is effected by the completion and submission of a Request to Donate Leave to the agency Human Resource Office. Leave is deducted from the donor's annual and/or personal leave balance at the time of donation and transferred to the recipient in order by the date and time the Request to Donate Leave form is received.

d. Unused donations are returned to the donor if: the recipient or family member recovers, dies, or separates before the donor's leave is used; or if the recipient does not use the leave by the end of the leave calendar year, and is expected to either return to work within 20 workdays or to have sufficient anticipated annual leave available in the new year to cover the absence. In accordance with Section 1 above, an employee whose family member dies and who does not have accrued or anticipated sick leave available, may use donated leave as bereavement leave, subject to the limitations in Article 14, Section 6.

Section 4. The provisions of this Article are not grievable under Article 37 or 38 of this Agreement.

Section 5. For the purpose of this Article, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

Section 6. Notwithstanding the requirements in Sections 1 and 3 of this Article that annual and personal leave donations be from a permanent employee in the employee's agency, in the event that an employee does not receive sufficient donations from employees within the employee's own agency, the employee needing donations will be permitted to seek donations from permanent employees in other agencies under the Governor's jurisdiction within a reasonable geographic distance, through the requesting employee's designated local Human Resource contact. An exception to the reasonable geographic distance limitation will be allowed for relatives of the employee who wish to make donations.

ARTICLE 46
TERMINATION

This Agreement shall be effective as of July 1, 2023 except where specifically provided that a particular provision will be effective on another date. This Agreement shall continue in full force and effect up to and including June 30, 2027. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employe Relations Act.

The parties hereto through their duly authorized officers or representatives and intending to be legally bound, hereby have hereunto set their hands and seals this 4TH day of June, 2024.

COMMONWEALTH OF PENNSYLVANIA

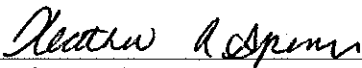
**FOP LODGE 92
LABOR SERVICES**



Neil R. Weaver, Secretary
Office of Administration



Tom Wines, Executive Director
Union Chief Negotiator
FOP, Lodge 92



Heather A. Spencer
Commonwealth Chief Negotiator
Office of Administration

**COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2023
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
1	Hourly 13.93 Biweekly 1,044.75 Annual* 27,247	Hourly 15.73 Biweekly 1,179.75 Annual* 30,768	Hourly 17.70 Biweekly 1,327.50 Annual* 34,621	Hourly 19.94 Biweekly 1,495.50 Annual* 39,003	Hourly 22.50 Biweekly 1,687.50 Annual* 44,010	Hourly 25.48 Biweekly 1,911.00 Annual* 49,839	Hourly 29.09 Biweekly 2,181.75 Annual* 56,900	Hourly 33.21 Biweekly 2,490.75 Annual* 64,959	Hourly 37.93 Biweekly 2,844.75 Annual* 74,191	Hourly 43.25 Biweekly 3,243.75 Annual* 84,597
2	Hourly 14.25 Biweekly 1,068.75 Annual* 27,873	Hourly 16.01 Biweekly 1,200.75 Annual* 31,316	Hourly 18.04 Biweekly 1,353.00 Annual* 35,286	Hourly 20.35 Biweekly 1,526.25 Annual* 39,805	Hourly 23.00 Biweekly 1,725.00 Annual* 44,988	Hourly 26.03 Biweekly 1,952.25 Annual* 50,915	Hourly 29.76 Biweekly 2,232.00 Annual* 58,211	Hourly 33.92 Biweekly 2,544.00 Annual* 66,348	Hourly 38.75 Biweekly 2,906.25 Annual* 75,795	Hourly 44.23 Biweekly 3,317.25 Annual* 86,514
3	Hourly 14.53 Biweekly 1,089.75 Annual* 28,421	Hourly 16.31 Biweekly 1,223.25 Annual* 31,902	Hourly 18.43 Biweekly 1,382.25 Annual* 36,049	Hourly 20.78 Biweekly 1,558.50 Annual* 40,646	Hourly 23.45 Biweekly 1,758.75 Annual* 45,868	Hourly 26.59 Biweekly 1,994.25 Annual* 52,010	Hourly 30.40 Biweekly 2,280.00 Annual* 59,462	Hourly 34.73 Biweekly 2,604.75 Annual* 67,932	Hourly 39.63 Biweekly 2,972.25 Annual* 77,516	Hourly 45.21 Biweekly 3,390.75 Annual* 88,431
4	Hourly 14.79 Biweekly 1,109.25 Annual* 28,929	Hourly 16.67 Biweekly 1,250.25 Annual* 32,607	Hourly 18.82 Biweekly 1,411.50 Annual* 36,812	Hourly 21.22 Biweekly 1,591.50 Annual* 41,506	Hourly 23.94 Biweekly 1,795.50 Annual* 46,827	Hourly 27.21 Biweekly 2,040.75 Annual* 53,223	Hourly 31.05 Biweekly 2,328.75 Annual* 60,734	Hourly 35.50 Biweekly 2,662.50 Annual* 69,438	Hourly 40.50 Biweekly 3,037.50 Annual* 79,218	Hourly 46.20 Biweekly 3,465.00 Annual* 90,367
5	Hourly 15.11 Biweekly 1,133.25 Annual* 29,555	Hourly 17.01 Biweekly 1,275.75 Annual* 33,272	Hourly 19.10 Biweekly 1,432.50 Annual* 37,360	Hourly 21.60 Biweekly 1,620.00 Annual* 42,250	Hourly 24.43 Biweekly 1,832.25 Annual* 47,785	Hourly 27.84 Biweekly 2,088.00 Annual* 54,455	Hourly 31.75 Biweekly 2,381.25 Annual* 62,103	Hourly 36.26 Biweekly 2,719.50 Annual* 70,925	Hourly 41.41 Biweekly 3,105.75 Annual* 80,998	Hourly 47.19 Biweekly 3,539.25 Annual* 92,304
6	Hourly 15.37 Biweekly 1,152.75 Annual* 30,064	Hourly 17.30 Biweekly 1,297.50 Annual* 33,839	Hourly 19.54 Biweekly 1,465.50 Annual* 38,220	Hourly 22.05 Biweekly 1,653.75 Annual* 43,130	Hourly 24.96 Biweekly 1,872.00 Annual* 48,822	Hourly 28.43 Biweekly 2,132.25 Annual* 55,609	Hourly 32.51 Biweekly 2,438.25 Annual* 63,590	Hourly 37.09 Biweekly 2,781.75 Annual* 72,548	Hourly 42.30 Biweekly 3,172.50 Annual* 82,739	Hourly 48.28 Biweekly 3,621.00 Annual* 94,436
7	Hourly 15.73 Biweekly 1,179.75 Annual* 30,768	Hourly 17.70 Biweekly 1,327.50 Annual* 34,621	Hourly 19.94 Biweekly 1,495.50 Annual* 39,003	Hourly 22.50 Biweekly 1,687.50 Annual* 44,010	Hourly 25.48 Biweekly 1,911.00 Annual* 49,839	Hourly 29.09 Biweekly 2,181.75 Annual* 56,900	Hourly 33.21 Biweekly 2,490.75 Annual* 64,959	Hourly 37.93 Biweekly 2,844.75 Annual* 74,191	Hourly 43.25 Biweekly 3,243.75 Annual* 84,597	Hourly 49.40 Biweekly 3,705.00 Annual* 96,626
8	Hourly 16.01 Biweekly 1,200.75 Annual* 31,316	Hourly 18.04 Biweekly 1,353.00 Annual* 35,286	Hourly 20.35 Biweekly 1,526.25 Annual* 39,805	Hourly 23.00 Biweekly 1,725.00 Annual* 44,988	Hourly 26.03 Biweekly 1,952.25 Annual* 50,915	Hourly 29.76 Biweekly 2,232.00 Annual* 58,211	Hourly 33.92 Biweekly 2,544.00 Annual* 66,348	Hourly 38.75 Biweekly 2,906.25 Annual* 75,795	Hourly 44.23 Biweekly 3,317.25 Annual* 86,514	Hourly 50.44 Biweekly 3,783.00 Annual* 98,661
9	Hourly 16.31 Biweekly 1,223.25 Annual* 31,902	Hourly 18.43 Biweekly 1,382.25 Annual* 36,049	Hourly 20.78 Biweekly 1,558.50 Annual* 40,646	Hourly 23.45 Biweekly 1,758.75 Annual* 45,868	Hourly 26.59 Biweekly 1,994.25 Annual* 52,010	Hourly 30.40 Biweekly 2,280.00 Annual* 59,462	Hourly 34.73 Biweekly 2,604.75 Annual* 67,932	Hourly 39.63 Biweekly 2,972.25 Annual* 77,516	Hourly 45.21 Biweekly 3,390.75 Annual* 88,431	Hourly 51.60 Biweekly 3,870.00 Annual* 100,930
10	Hourly 16.67 Biweekly 1,250.25 Annual* 32,607	Hourly 18.82 Biweekly 1,411.50 Annual* 36,812	Hourly 21.22 Biweekly 1,591.50 Annual* 41,506	Hourly 23.94 Biweekly 1,795.50 Annual* 46,827	Hourly 27.21 Biweekly 2,040.75 Annual* 53,223	Hourly 31.05 Biweekly 2,328.75 Annual* 60,734	Hourly 35.50 Biweekly 2,662.50 Annual* 69,438	Hourly 40.50 Biweekly 3,037.50 Annual* 79,218	Hourly 46.20 Biweekly 3,465.00 Annual* 90,367	Hourly 52.77 Biweekly 3,957.75 Annual* 103,218

COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2023
PAY SCALE TYPE ST

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
11	Hourly 17.01 Biweekly 1,275.75 Annual* 33,272	Hourly 19.10 Biweekly 1,432.50 Annual* 37,360	Hourly 21.60 Biweekly 1,620.00 Annual* 42,250	Hourly 24.43 Biweekly 1,832.25 Annual* 47,785	Hourly 27.84 Biweekly 2,088.00 Annual* 54,455	Hourly 31.75 Biweekly 2,381.25 Annual* 62,103	Hourly 36.26 Biweekly 2,719.50 Annual* 70,925	Hourly 41.41 Biweekly 3,105.75 Annual* 80,998	Hourly 47.19 Biweekly 3,539.25 Annual* 92,304	Hourly 53.94 Biweekly 4,045.50 Annual* 105,507
12	Hourly 17.30 Biweekly 1,297.50 Annual* 33,839	Hourly 19.54 Biweekly 1,465.50 Annual* 38,220	Hourly 22.05 Biweekly 1,653.75 Annual* 43,130	Hourly 24.96 Biweekly 1,872.00 Annual* 48,822	Hourly 28.43 Biweekly 2,132.25 Annual* 55,609	Hourly 32.51 Biweekly 2,438.25 Annual* 63,590	Hourly 37.09 Biweekly 2,781.75 Annual* 72,548	Hourly 42.30 Biweekly 3,172.50 Annual* 82,739	Hourly 48.28 Biweekly 3,621.00 Annual* 94,436	Hourly 55.11 Biweekly 4,133.25 Annual* 107,795
13	Hourly 17.70 Biweekly 1,327.50 Annual* 34,621	Hourly 19.94 Biweekly 1,495.50 Annual* 39,003	Hourly 22.50 Biweekly 1,687.50 Annual* 44,010	Hourly 25.48 Biweekly 1,911.00 Annual* 49,839	Hourly 29.09 Biweekly 2,181.75 Annual* 56,900	Hourly 33.21 Biweekly 2,490.75 Annual* 64,959	Hourly 37.93 Biweekly 2,844.75 Annual* 74,191	Hourly 43.25 Biweekly 3,243.75 Annual* 84,597	Hourly 49.40 Biweekly 3,705.00 Annual* 96,626	Hourly 56.36 Biweekly 4,227.00 Annual* 110,240
14	Hourly 18.04 Biweekly 1,353.00 Annual* 35,286	Hourly 20.35 Biweekly 1,526.25 Annual* 39,805	Hourly 23.00 Biweekly 1,725.00 Annual* 44,988	Hourly 26.03 Biweekly 1,952.25 Annual* 50,915	Hourly 29.76 Biweekly 2,232.00 Annual* 58,211	Hourly 33.92 Biweekly 2,544.00 Annual* 66,348	Hourly 38.75 Biweekly 2,906.25 Annual* 75,795	Hourly 44.23 Biweekly 3,317.25 Annual* 86,514	Hourly 50.44 Biweekly 3,783.00 Annual* 98,661	Hourly 57.60 Biweekly 4,320.00 Annual* 112,666
15	Hourly 18.43 Biweekly 1,382.25 Annual* 36,049	Hourly 20.78 Biweekly 1,558.50 Annual* 40,646	Hourly 23.45 Biweekly 1,758.75 Annual* 45,868	Hourly 26.59 Biweekly 1,994.25 Annual* 52,010	Hourly 30.40 Biweekly 2,280.00 Annual* 59,462	Hourly 34.73 Biweekly 2,604.75 Annual* 67,932	Hourly 39.63 Biweekly 2,972.25 Annual* 77,516	Hourly 45.21 Biweekly 3,390.75 Annual* 88,431	Hourly 51.60 Biweekly 3,870.00 Annual* 100,930	Hourly 58.88 Biweekly 4,416.00 Annual* 115,169
16	Hourly 18.82 Biweekly 1,411.50 Annual* 36,812	Hourly 21.22 Biweekly 1,591.50 Annual* 41,506	Hourly 23.94 Biweekly 1,795.50 Annual* 46,827	Hourly 27.21 Biweekly 2,040.75 Annual* 53,223	Hourly 31.05 Biweekly 2,328.75 Annual* 60,734	Hourly 35.50 Biweekly 2,662.50 Annual* 69,438	Hourly 40.50 Biweekly 3,037.50 Annual* 79,218	Hourly 46.20 Biweekly 3,465.00 Annual* 90,367	Hourly 52.77 Biweekly 3,957.75 Annual* 103,218	Hourly 60.19 Biweekly 4,514.25 Annual* 117,732
17	Hourly 19.10 Biweekly 1,432.50 Annual* 37,360	Hourly 21.60 Biweekly 1,620.00 Annual* 42,250	Hourly 24.43 Biweekly 1,832.25 Annual* 47,785	Hourly 27.84 Biweekly 2,088.00 Annual* 54,455	Hourly 31.75 Biweekly 2,381.25 Annual* 62,103	Hourly 36.26 Biweekly 2,719.50 Annual* 70,925	Hourly 41.41 Biweekly 3,105.75 Annual* 80,998	Hourly 47.19 Biweekly 3,539.25 Annual* 92,304	Hourly 53.94 Biweekly 4,045.50 Annual* 105,507	Hourly 61.58 Biweekly 4,618.50 Annual* 120,450
18	Hourly 19.54 Biweekly 1,465.50 Annual* 38,220	Hourly 22.05 Biweekly 1,653.75 Annual* 43,130	Hourly 24.96 Biweekly 1,872.00 Annual* 48,822	Hourly 28.43 Biweekly 2,132.25 Annual* 55,609	Hourly 32.51 Biweekly 2,438.25 Annual* 63,590	Hourly 37.09 Biweekly 2,781.75 Annual* 72,548	Hourly 42.30 Biweekly 3,172.50 Annual* 82,739	Hourly 48.28 Biweekly 3,621.00 Annual* 94,436	Hourly 55.11 Biweekly 4,133.25 Annual* 107,795	Hourly 62.95 Biweekly 4,721.25 Annual* 123,130
19	Hourly 19.94 Biweekly 1,495.50 Annual* 39,003	Hourly 22.50 Biweekly 1,687.50 Annual* 44,010	Hourly 25.48 Biweekly 1,911.00 Annual* 49,839	Hourly 29.09 Biweekly 2,181.75 Annual* 56,900	Hourly 33.21 Biweekly 2,490.75 Annual* 64,959	Hourly 37.93 Biweekly 2,844.75 Annual* 74,191	Hourly 43.25 Biweekly 3,243.75 Annual* 84,597	Hourly 49.40 Biweekly 3,705.00 Annual* 96,626	Hourly 56.36 Biweekly 4,227.00 Annual* 110,240	Hourly 64.30 Biweekly 4,822.50 Annual* 125,771
20	Hourly 20.35 Biweekly 1,526.25 Annual* 39,805	Hourly 23.00 Biweekly 1,725.00 Annual* 44,988	Hourly 26.03 Biweekly 1,952.25 Annual* 50,915	Hourly 29.76 Biweekly 2,232.00 Annual* 58,211	Hourly 33.92 Biweekly 2,544.00 Annual* 66,348	Hourly 38.75 Biweekly 2,906.25 Annual* 75,795	Hourly 44.23 Biweekly 3,317.25 Annual* 86,514	Hourly 50.44 Biweekly 3,783.00 Annual* 98,661	Hourly 57.60 Biweekly 4,320.00 Annual* 112,666	Hourly 65.76 Biweekly 4,932.00 Annual* 128,627

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

40	COMMONWEALTH OF PENNSYLVANIA	40
40 HOUR STANDARD PAY SCHEDULE		
EFFECTIVE JULY 1, 2023		
PAY SCALE TYPE ST		

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
Hourly	13.93	15.73	17.70	19.94	22.50	25.48	29.09	33.21	37.93
1 Biweekly	1,114.40	1,258.40	1,416.00	1,595.20	1,800.00	2,038.40	2,327.20	2,656.80	3,034.40
Annual*	29,064	32,819	36,929	41,603	46,944	53,161	60,693	69,289	79,137
Hourly	14.25	16.01	18.04	20.35	23.00	26.03	29.76	33.92	38.75
2 Biweekly	1,140.00	1,280.80	1,443.20	1,628.00	1,840.00	2,082.40	2,380.80	2,713.60	3,100.00
Annual*	29,731	33,403	37,639	42,458	47,987	54,309	62,091	70,771	80,848
Hourly	14.53	16.31	18.43	20.78	23.45	26.59	30.40	34.73	39.63
3 Biweekly	1,162.40	1,304.80	1,474.40	1,662.40	1,876.00	2,127.20	2,432.00	2,778.40	3,170.40
Annual*	30,315	34,029	38,452	43,355	48,926	55,477	63,427	72,461	82,684
Hourly	14.79	16.67	18.82	21.22	23.94	27.21	31.05	35.50	40.50
4 Biweekly	1,183.20	1,333.60	1,505.60	1,697.60	1,915.20	2,176.80	2,484.00	2,840.00	3,240.00
Annual*	30,858	34,780	39,266	44,273	49,948	56,771	64,783	74,067	84,499
Hourly	15.11	17.01	19.10	21.60	24.43	27.84	31.75	36.26	41.41
5 Biweekly	1,208.80	1,360.80	1,528.00	1,728.00	1,954.40	2,227.20	2,540.00	2,900.80	3,312.80
Annual*	31,526	35,490	39,850	45,066	50,971	58,085	66,243	75,653	86,398
Hourly	15.37	17.30	19.54	22.05	24.96	28.43	32.51	37.09	42.30
6 Biweekly	1,229.60	1,384.00	1,563.20	1,764.00	1,996.80	2,274.40	2,600.80	2,967.20	3,384.00
Annual*	32,068	36,095	40,768	46,005	52,077	59,316	67,829	77,385	88,255
Hourly	15.73	17.70	19.94	22.50	25.48	29.09	33.21	37.93	43.25
7 Biweekly	1,258.40	1,416.00	1,595.20	1,800.00	2,038.40	2,327.20	2,656.80	3,034.40	3,460.00
Annual*	32,819	36,929	41,603	46,944	53,161	60,693	69,289	79,137	90,237
Hourly	16.01	18.04	20.35	23.00	26.03	29.76	33.92	38.75	44.23
8 Biweekly	1,280.80	1,443.20	1,628.00	1,840.00	2,082.40	2,380.80	2,713.60	3,100.00	3,538.40
Annual*	33,403	37,639	42,458	47,987	54,309	62,091	70,771	80,848	92,281
Hourly	16.31	18.43	20.78	23.45	26.59	30.40	34.73	39.63	45.21
9 Biweekly	1,304.80	1,474.40	1,662.40	1,876.00	2,127.20	2,432.00	2,778.40	3,170.40	3,616.80
Annual*	34,029	38,452	43,355	48,926	55,477	63,427	72,461	82,684	94,326
Hourly	16.67	18.82	21.22	23.94	27.21	31.05	35.50	40.50	46.20
10 Biweekly	1,333.60	1,505.60	1,697.60	1,915.20	2,176.80	2,484.00	2,840.00	3,240.00	3,696.00
Annual*	34,780	39,266	44,273	49,948	56,771	64,783	74,067	84,499	96,392

40	COMMONWEALTH OF PENNSYLVANIA	40
40 HOUR STANDARD PAY SCHEDULE		
EFFECTIVE JULY 1, 2023		
PAY SCALE TYPE ST		

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
11 Hourly	17.01	19.10	21.60	24.43	27.84	31.75	36.26	41.41	47.19
11 Biweekly	1,360.80	1,528.00	1,728.00	1,954.40	2,227.20	2,540.00	2,900.80	3,312.80	3,775.20
11 Annual*	35,490	39,850	45,066	50,971	58,085	66,243	75,653	86,398	98,457
12 Hourly	17.30	19.54	22.05	24.96	28.43	32.51	37.09	42.30	48.28
12 Biweekly	1,384.00	1,563.20	1,764.00	1,996.80	2,274.40	2,600.80	2,967.20	3,384.00	3,862.40
12 Annual*	36,095	40,768	46,005	52,077	59,316	67,829	77,385	88,255	100,731
13 Hourly	17.70	19.94	22.50	25.48	29.09	33.21	37.93	43.25	49.40
13 Biweekly	1,416.00	1,595.20	1,800.00	2,038.40	2,327.20	2,656.80	3,034.40	3,460.00	3,952.00
13 Annual*	36,929	41,603	46,944	53,161	60,693	69,289	79,137	90,237	103,068
14 Hourly	18.04	20.35	23.00	26.03	29.76	33.92	38.75	44.23	50.44
14 Biweekly	1,443.20	1,628.00	1,840.00	2,082.40	2,380.80	2,713.60	3,100.00	3,538.40	4,035.20
14 Annual*	37,639	42,458	47,987	54,309	62,091	70,771	80,848	92,281	105,238
15 Hourly	18.43	20.78	23.45	26.59	30.40	34.73	39.63	45.21	51.60
15 Biweekly	1,474.40	1,662.40	1,876.00	2,127.20	2,432.00	2,778.40	3,170.40	3,616.80	4,128.00
15 Annual*	38,452	43,355	48,926	55,477	63,427	72,461	82,684	94,326	107,658
16 Hourly	18.82	21.22	23.94	27.21	31.05	35.50	40.50	46.20	52.77
16 Biweekly	1,505.60	1,697.60	1,915.20	2,176.80	2,484.00	2,840.00	3,240.00	3,696.00	4,221.60
16 Annual*	39,266	44,273	49,948	56,771	64,783	74,067	84,499	96,392	110,099
17 Hourly	19.10	21.60	24.43	27.84	31.75	36.26	41.41	47.19	53.94
17 Biweekly	1,528.00	1,728.00	1,954.40	2,227.20	2,540.00	2,900.80	3,312.80	3,775.20	4,315.20
17 Annual*	39,850	45,066	50,971	58,085	66,243	75,653	86,398	98,457	112,540
18 Hourly	19.54	22.05	24.96	28.43	32.51	37.09	42.30	48.28	55.11
18 Biweekly	1,563.20	1,764.00	1,996.80	2,274.40	2,600.80	2,967.20	3,384.00	3,862.40	4,408.80
18 Annual*	40,768	46,005	52,077	59,316	67,829	77,385	88,255	100,731	114,982
19 Hourly	19.94	22.50	25.48	29.09	33.21	37.93	43.25	49.40	56.36
19 Biweekly	1,595.20	1,800.00	2,038.40	2,327.20	2,656.80	3,034.40	3,460.00	3,952.00	4,508.80
19 Annual*	41,603	46,944	53,161	60,693	69,289	79,137	90,237	103,068	117,590
20 Hourly	20.35	23.00	26.03	29.76	33.92	38.75	44.23	50.44	57.60
20 Biweekly	1,628.00	1,840.00	2,082.40	2,380.80	2,713.60	3,100.00	3,538.40	4,035.20	4,608.00
20 Annual*	42,458	47,987	54,309	62,091	70,771	80,848	92,281	105,238	120,177

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

** Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2024
PAY SCALE TYPE ST

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
1	Hourly 14.21 Biweekly 1,065.75 Annual* 27,795	Hourly 16.04 Biweekly 1,203.00 Annual* 31,374	Hourly 18.05 Biweekly 1,353.75 Annual* 35,306	Hourly 20.34 Biweekly 1,525.50 Annual* 39,785	Hourly 22.95 Biweekly 1,721.25 Annual* 44,890	Hourly 25.99 Biweekly 1,949.25 Annual* 50,836	Hourly 29.67 Biweekly 2,225.25 Annual* 58,035	Hourly 33.87 Biweekly 2,540.25 Annual* 66,250	Hourly 38.69 Biweekly 2,901.75 Annual* 75,678	Hourly 44.12 Biweekly 3,309.00 Annual* 86,299
2	Hourly 14.54 Biweekly 1,090.50 Annual* 28,440	Hourly 16.33 Biweekly 1,224.75 Annual* 31,941	Hourly 18.40 Biweekly 1,380.00 Annual* 35,990	Hourly 20.76 Biweekly 1,557.00 Annual* 40,607	Hourly 23.46 Biweekly 1,759.50 Annual* 45,888	Hourly 26.55 Biweekly 1,991.25 Annual* 51,932	Hourly 30.36 Biweekly 2,277.00 Annual* 59,384	Hourly 34.60 Biweekly 2,595.00 Annual* 67,678	Hourly 39.53 Biweekly 2,964.75 Annual* 77,321	Hourly 45.11 Biweekly 3,383.25 Annual* 88,235
3	Hourly 14.82 Biweekly 1,111.50 Annual* 28,988	Hourly 16.64 Biweekly 1,248.00 Annual* 32,548	Hourly 18.80 Biweekly 1,410.00 Annual* 36,773	Hourly 21.20 Biweekly 1,590.00 Annual* 41,467	Hourly 23.92 Biweekly 1,794.00 Annual* 46,788	Hourly 27.12 Biweekly 2,034.00 Annual* 53,047	Hourly 31.01 Biweekly 2,325.75 Annual* 60,656	Hourly 35.42 Biweekly 2,656.50 Annual* 69,282	Hourly 40.42 Biweekly 3,031.50 Annual* 79,062	Hourly 46.11 Biweekly 3,458.25 Annual* 90,191
4	Hourly 15.09 Biweekly 1,131.75 Annual* 29,516	Hourly 17.00 Biweekly 1,275.00 Annual* 33,252	Hourly 19.20 Biweekly 1,440.00 Annual* 37,555	Hourly 21.64 Biweekly 1,623.00 Annual* 42,328	Hourly 24.42 Biweekly 1,831.50 Annual* 47,766	Hourly 27.75 Biweekly 2,081.25 Annual* 54,279	Hourly 31.67 Biweekly 2,375.25 Annual* 61,947	Hourly 36.21 Biweekly 2,715.75 Annual* 70,827	Hourly 41.31 Biweekly 3,098.25 Annual* 80,802	Hourly 47.12 Biweekly 3,534.00 Annual* 92,167
5	Hourly 15.41 Biweekly 1,155.75 Annual* 30,142	Hourly 17.35 Biweekly 1,301.25 Annual* 33,937	Hourly 19.48 Biweekly 1,461.00 Annual* 38,103	Hourly 22.03 Biweekly 1,652.25 Annual* 43,091	Hourly 24.92 Biweekly 1,869.00 Annual* 48,744	Hourly 28.40 Biweekly 2,130.00 Annual* 55,550	Hourly 32.39 Biweekly 2,429.25 Annual* 63,355	Hourly 36.99 Biweekly 2,774.25 Annual* 72,352	Hourly 42.24 Biweekly 3,168.00 Annual* 82,621	Hourly 48.13 Biweekly 3,609.75 Annual* 94,142
6	Hourly 15.68 Biweekly 1,176.00 Annual* 30,670	Hourly 17.65 Biweekly 1,323.75 Annual* 34,523	Hourly 19.93 Biweekly 1,494.75 Annual* 38,983	Hourly 22.49 Biweekly 1,686.75 Annual* 43,990	Hourly 25.46 Biweekly 1,909.50 Annual* 49,800	Hourly 29.00 Biweekly 2,175.00 Annual* 56,724	Hourly 33.16 Biweekly 2,487.00 Annual* 64,861	Hourly 37.83 Biweekly 2,837.25 Annual* 73,995	Hourly 43.15 Biweekly 3,236.25 Annual* 84,401	Hourly 49.25 Biweekly 3,693.75 Annual* 96,333
7	Hourly 16.04 Biweekly 1,203.00 Annual* 31,374	Hourly 18.05 Biweekly 1,353.75 Annual* 35,306	Hourly 20.34 Biweekly 1,525.50 Annual* 39,785	Hourly 22.95 Biweekly 1,721.25 Annual* 44,890	Hourly 25.99 Biweekly 1,949.25 Annual* 50,836	Hourly 29.67 Biweekly 2,225.25 Annual* 58,035	Hourly 33.87 Biweekly 2,540.25 Annual* 66,250	Hourly 38.69 Biweekly 2,901.75 Annual* 75,678	Hourly 44.12 Biweekly 3,309.00 Annual* 86,299	Hourly 50.39 Biweekly 3,779.25 Annual* 98,563
8	Hourly 16.33 Biweekly 1,224.75 Annual* 31,941	Hourly 18.40 Biweekly 1,380.00 Annual* 35,990	Hourly 20.76 Biweekly 1,557.00 Annual* 40,607	Hourly 23.46 Biweekly 1,759.50 Annual* 45,888	Hourly 26.55 Biweekly 1,991.25 Annual* 51,932	Hourly 30.36 Biweekly 2,277.00 Annual* 59,384	Hourly 34.60 Biweekly 2,595.00 Annual* 67,678	Hourly 39.53 Biweekly 2,964.75 Annual* 77,321	Hourly 45.11 Biweekly 3,383.25 Annual* 88,235	Hourly 51.45 Biweekly 3,858.75 Annual* 100,636
9	Hourly 16.64 Biweekly 1,248.00 Annual* 32,548	Hourly 18.80 Biweekly 1,410.00 Annual* 36,773	Hourly 21.20 Biweekly 1,590.00 Annual* 41,467	Hourly 23.92 Biweekly 1,794.00 Annual* 46,788	Hourly 27.12 Biweekly 2,034.00 Annual* 53,047	Hourly 31.01 Biweekly 2,325.75 Annual* 60,656	Hourly 35.42 Biweekly 2,656.50 Annual* 69,282	Hourly 40.42 Biweekly 3,031.50 Annual* 79,062	Hourly 46.11 Biweekly 3,458.25 Annual* 90,191	Hourly 52.63 Biweekly 3,947.25 Annual* 102,944
10	Hourly 17.00 Biweekly 1,275.00 Annual* 33,252	Hourly 19.20 Biweekly 1,440.00 Annual* 37,555	Hourly 21.64 Biweekly 1,623.00 Annual* 42,328	Hourly 24.42 Biweekly 1,831.50 Annual* 47,766	Hourly 27.75 Biweekly 2,081.25 Annual* 54,279	Hourly 31.67 Biweekly 2,375.25 Annual* 61,947	Hourly 36.21 Biweekly 2,715.75 Annual* 70,827	Hourly 41.31 Biweekly 3,098.25 Annual* 80,802	Hourly 47.12 Biweekly 3,534.00 Annual* 92,167	Hourly 53.83 Biweekly 4,037.25 Annual* 105,291

**COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2024
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
Hourly	17.35	19.48	22.03	24.92	28.40	32.39	36.99	42.24	48.13	55.02
11 Biweekly	1,301.25	1,461.00	1,652.25	1,869.00	2,130.00	2,429.25	2,774.25	3,168.00	3,609.75	4,126.50
Annual*	33,937	38,103	43,091	48,744	55,550	63,355	72,352	82,621	94,142	107,619
Hourly	17.65	19.93	22.49	25.46	29.00	33.16	37.83	43.15	49.25	56.21
12 Biweekly	1,323.75	1,494.75	1,686.75	1,909.50	2,175.00	2,487.00	2,837.25	3,236.25	3,693.75	4,215.75
Annual*	34,523	38,983	43,990	49,800	56,724	64,861	73,995	84,401	96,333	109,947
Hourly	18.05	20.34	22.95	25.99	29.67	33.87	38.69	44.12	50.39	57.49
13 Biweekly	1,353.75	1,525.50	1,721.25	1,949.25	2,225.25	2,540.25	2,901.75	3,309.00	3,779.25	4,311.75
Annual*	35,306	39,785	44,890	50,836	58,035	66,250	75,678	86,299	98,563	112,450
Hourly	18.40	20.76	23.46	26.55	30.36	34.60	39.53	45.11	51.45	58.75
14 Biweekly	1,380.00	1,557.00	1,759.50	1,991.25	2,277.00	2,595.00	2,964.75	3,383.25	3,858.75	4,406.25
Annual*	35,990	40,607	45,888	51,932	59,384	67,678	77,321	88,235	100,636	114,915
Hourly	18.80	21.20	23.92	27.12	31.01	35.42	40.42	46.11	52.63	60.06
15 Biweekly	1,410.00	1,590.00	1,794.00	2,034.00	2,325.75	2,656.50	3,031.50	3,458.25	3,947.25	4,504.50
Annual*	36,773	41,467	46,788	53,047	60,656	69,282	79,062	90,191	102,944	117,477
Hourly	19.20	21.64	24.42	27.75	31.67	36.21	41.31	47.12	53.83	61.39
16 Biweekly	1,440.00	1,623.00	1,831.50	2,081.25	2,375.25	2,715.75	3,098.25	3,534.00	4,037.25	4,604.25
Annual*	37,555	42,328	47,766	54,279	61,947	70,827	80,802	92,167	105,291	120,079
Hourly	19.48	22.03	24.92	28.40	32.39	36.99	42.24	48.13	55.02	62.81
17 Biweekly	1,461.00	1,652.25	1,869.00	2,130.00	2,429.25	2,774.25	3,168.00	3,609.75	4,126.50	4,710.75
Annual*	38,103	43,091	48,744	55,550	63,355	72,352	82,621	94,142	107,619	122,856
Hourly	19.93	22.49	25.46	29.00	33.16	37.83	43.15	49.25	56.21	64.21
18 Biweekly	1,494.75	1,686.75	1,909.50	2,175.00	2,487.00	2,837.25	3,236.25	3,693.75	4,215.75	4,815.75
Annual*	38,983	43,990	49,800	56,724	64,861	73,995	84,401	96,333	109,947	125,595
Hourly	20.34	22.95	25.99	29.67	33.87	38.69	44.12	50.39	57.49	65.59
19 Biweekly	1,525.50	1,721.25	1,949.25	2,225.25	2,540.25	2,901.75	3,309.00	3,779.25	4,311.75	4,919.25
Annual*	39,785	44,890	50,836	58,035	66,250	75,678	86,299	98,563	112,450	128,294
Hourly	20.76	23.46	26.55	30.36	34.60	39.53	45.11	51.45	58.75	67.08
20 Biweekly	1,557.00	1,759.50	1,991.25	2,277.00	2,595.00	2,964.75	3,383.25	3,858.75	4,406.25	5,031.00
Annual*	40,607	45,888	51,932	59,384	67,678	77,321	88,235	100,636	114,915	131,208

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

40	COMMONWEALTH OF PENNSYLVANIA	40
	40 HOUR STANDARD PAY SCHEDULE	
	EFFECTIVE JULY 1, 2024	
	PAY SCALE TYPE ST	

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
1	Hourly 14.21 Biweekly 1,136.80 Annual* 29,648	Hourly 16.04 Biweekly 1,283.20 Annual* 33,466	Hourly 18.05 Biweekly 1,444.00 Annual* 37,660	Hourly 20.34 Biweekly 1,627.20 Annual* 42,437	Hourly 22.95 Biweekly 1,836.00 Annual* 47,883	Hourly 25.99 Biweekly 2,079.20 Annual* 54,226	Hourly 29.67 Biweekly 2,373.60 Annual* 61,903	Hourly 33.87 Biweekly 2,709.60 Annual* 70,666	Hourly 38.69 Biweekly 3,095.20 Annual* 80,723
2	Hourly 14.54 Biweekly 1,163.20 Annual* 30,336	Hourly 16.33 Biweekly 1,306.40 Annual* 34,071	Hourly 18.40 Biweekly 1,472.00 Annual* 38,390	Hourly 20.76 Biweekly 1,660.80 Annual* 43,314	Hourly 23.46 Biweekly 1,876.80 Annual* 48,947	Hourly 26.55 Biweekly 2,124.00 Annual* 55,394	Hourly 30.36 Biweekly 2,428.80 Annual* 63,343	Hourly 34.60 Biweekly 2,768.00 Annual* 72,189	Hourly 39.53 Biweekly 3,162.40 Annual* 82,475
3	Hourly 14.82 Biweekly 1,185.60 Annual* 30,920	Hourly 16.64 Biweekly 1,331.20 Annual* 34,718	Hourly 18.80 Biweekly 1,504.00 Annual* 39,224	Hourly 21.20 Biweekly 1,696.00 Annual* 44,232	Hourly 23.92 Biweekly 1,913.60 Annual* 49,907	Hourly 27.12 Biweekly 2,169.60 Annual* 56,583	Hourly 31.01 Biweekly 2,480.80 Annual* 64,699	Hourly 35.42 Biweekly 2,833.60 Annual* 73,900	Hourly 40.42 Biweekly 3,233.60 Annual* 84,332
4	Hourly 15.09 Biweekly 1,207.20 Annual* 31,484	Hourly 17.00 Biweekly 1,360.00 Annual* 35,469	Hourly 19.20 Biweekly 1,536.00 Annual* 40,059	Hourly 21.64 Biweekly 1,731.20 Annual* 45,150	Hourly 24.42 Biweekly 1,953.60 Annual* 50,950	Hourly 27.75 Biweekly 2,220.00 Annual* 57,898	Hourly 31.67 Biweekly 2,533.60 Annual* 66,076	Hourly 36.21 Biweekly 2,896.80 Annual* 75,549	Hourly 41.31 Biweekly 3,304.80 Annual* 86,189
5	Hourly 15.41 Biweekly 1,232.80 Annual* 32,151	Hourly 17.35 Biweekly 1,388.00 Annual* 36,199	Hourly 19.48 Biweekly 1,558.40 Annual* 40,643	Hourly 22.03 Biweekly 1,762.40 Annual* 45,963	Hourly 24.92 Biweekly 1,993.60 Annual* 51,993	Hourly 28.40 Biweekly 2,272.00 Annual* 59,254	Hourly 32.39 Biweekly 2,591.20 Annual* 67,578	Hourly 36.99 Biweekly 2,959.20 Annual* 77,176	Hourly 42.24 Biweekly 3,379.20 Annual* 88,130
6	Hourly 15.68 Biweekly 1,254.40 Annual* 32,715	Hourly 17.65 Biweekly 1,412.00 Annual* 36,825	Hourly 19.93 Biweekly 1,594.40 Annual* 41,582	Hourly 22.49 Biweekly 1,799.20 Annual* 46,923	Hourly 25.46 Biweekly 2,036.80 Annual* 53,120	Hourly 29.00 Biweekly 2,320.00 Annual* 60,506	Hourly 33.16 Biweekly 2,652.80 Annual* 69,185	Hourly 37.83 Biweekly 3,026.40 Annual* 78,929	Hourly 43.15 Biweekly 3,452.00 Annual* 90,028
7	Hourly 16.04 Biweekly 1,283.20 Annual* 33,466	Hourly 18.05 Biweekly 1,444.00 Annual* 37,660	Hourly 20.34 Biweekly 1,627.20 Annual* 42,437	Hourly 22.95 Biweekly 1,836.00 Annual* 47,883	Hourly 25.99 Biweekly 2,079.20 Annual* 54,226	Hourly 29.67 Biweekly 2,373.60 Annual* 61,903	Hourly 33.87 Biweekly 2,709.60 Annual* 70,666	Hourly 38.69 Biweekly 3,095.20 Annual* 80,723	Hourly 44.12 Biweekly 3,529.60 Annual* 92,052
8	Hourly 16.33 Biweekly 1,306.40 Annual* 34,071	Hourly 18.40 Biweekly 1,472.00 Annual* 38,390	Hourly 20.76 Biweekly 1,660.80 Annual* 43,314	Hourly 23.46 Biweekly 1,876.80 Annual* 48,947	Hourly 26.55 Biweekly 2,124.00 Annual* 55,394	Hourly 30.36 Biweekly 2,428.80 Annual* 63,343	Hourly 34.60 Biweekly 2,768.00 Annual* 72,189	Hourly 39.53 Biweekly 3,162.40 Annual* 82,475	Hourly 45.11 Biweekly 3,608.80 Annual* 94,118
9	Hourly 16.64 Biweekly 1,331.20 Annual* 34,718	Hourly 18.80 Biweekly 1,504.00 Annual* 39,224	Hourly 21.20 Biweekly 1,696.00 Annual* 44,232	Hourly 23.92 Biweekly 1,913.60 Annual* 49,907	Hourly 27.12 Biweekly 2,169.60 Annual* 56,583	Hourly 31.01 Biweekly 2,480.80 Annual* 64,699	Hourly 35.42 Biweekly 2,833.60 Annual* 73,900	Hourly 40.42 Biweekly 3,233.60 Annual* 84,332	Hourly 46.11 Biweekly 3,688.80 Annual* 96,204
10	Hourly 17.00 Biweekly 1,360.00 Annual* 35,469	Hourly 19.20 Biweekly 1,536.00 Annual* 40,059	Hourly 21.64 Biweekly 1,731.20 Annual* 45,150	Hourly 24.42 Biweekly 1,953.60 Annual* 50,950	Hourly 27.75 Biweekly 2,220.00 Annual* 57,898	Hourly 31.67 Biweekly 2,533.60 Annual* 66,076	Hourly 36.21 Biweekly 2,896.80 Annual* 75,549	Hourly 41.31 Biweekly 3,304.80 Annual* 86,189	Hourly 47.12 Biweekly 3,769.60 Annual* 98,311

40	COMMONWEALTH OF PENNSYLVANIA	40
	40 HOUR STANDARD PAY SCHEDULE	
	EFFECTIVE JULY 1, 2024	
	PAY SCALE TYPE ST	

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
11 Hourly	17.35	19.48	22.03	24.92	28.40	32.39	36.99	42.24	48.13
11 Biweekly	1,388.00	1,558.40	1,762.40	1,993.60	2,272.00	2,591.20	2,959.20	3,379.20	3,850.40
11 Annual*	36,199	40,643	45,963	51,993	59,254	67,578	77,176	88,130	100,418
12 Hourly	17.65	19.93	22.49	25.46	29.00	33.16	37.83	43.15	49.25
12 Biweekly	1,412.00	1,594.40	1,799.20	2,036.80	2,320.00	2,652.80	3,026.40	3,452.00	3,940.00
12 Annual*	36,825	41,582	46,923	53,120	60,506	69,185	78,929	90,028	102,755
13 Hourly	18.05	20.34	22.95	25.99	29.67	33.87	38.69	44.12	50.39
13 Biweekly	1,444.00	1,627.20	1,836.00	2,079.20	2,373.60	2,709.60	3,095.20	3,529.60	4,031.20
13 Annual*	37,660	42,437	47,883	54,226	61,903	70,666	80,723	92,052	105,134
14 Hourly	18.40	20.76	23.46	26.55	30.36	34.60	39.53	45.11	51.45
14 Biweekly	1,472.00	1,660.80	1,876.80	2,124.00	2,428.80	2,768.00	3,162.40	3,608.80	4,116.00
14 Annual*	38,390	43,314	48,947	55,394	63,343	72,189	82,475	94,118	107,345
15 Hourly	18.80	21.20	23.92	27.12	31.01	35.42	40.42	46.11	52.63
15 Biweekly	1,504.00	1,696.00	1,913.60	2,169.60	2,480.80	2,833.60	3,233.60	3,688.80	4,210.40
15 Annual*	39,224	44,232	49,907	56,583	64,699	73,900	84,332	96,204	109,807
16 Hourly	19.20	21.64	24.42	27.75	31.67	36.21	41.31	47.12	53.83
16 Biweekly	1,536.00	1,731.20	1,953.60	2,220.00	2,533.60	2,896.80	3,304.80	3,769.60	4,306.40
16 Annual*	40,059	45,150	50,950	57,898	66,076	75,549	86,189	98,311	112,311
17 Hourly	19.48	22.03	24.92	28.40	32.39	36.99	42.24	48.13	55.02
17 Biweekly	1,558.40	1,762.40	1,993.60	2,272.00	2,591.20	2,959.20	3,379.20	3,850.40	4,401.60
17 Annual*	40,643	45,963	51,993	59,254	67,578	77,176	88,130	100,418	114,794
18 Hourly	19.93	22.49	25.46	29.00	33.16	37.83	43.15	49.25	56.21
18 Biweekly	1,594.40	1,799.20	2,036.80	2,320.00	2,652.80	3,026.40	3,452.00	3,940.00	4,496.80
18 Annual*	41,582	46,923	53,120	60,506	69,185	78,929	90,028	102,755	117,277
19 Hourly	20.34	22.95	25.99	29.67	33.87	38.69	44.12	50.39	57.49
19 Biweekly	1,627.20	1,836.00	2,079.20	2,373.60	2,709.60	3,095.20	3,529.60	4,031.20	4,599.20
19 Annual*	42,437	47,883	54,226	61,903	70,666	80,723	92,052	105,134	119,947
20 Hourly	20.76	23.46	26.55	30.36	34.60	39.53	45.11	51.45	58.75
20 Biweekly	1,660.80	1,876.80	2,124.00	2,428.80	2,768.00	3,162.40	3,608.80	4,116.00	4,700.00
20 Annual*	43,314	48,947	55,394	63,343	72,189	82,475	94,118	107,345	122,576

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

** Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2025
PAY SCALE TYPE ST

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
1 Hourly	14.53	16.40	18.46	20.80	23.47	26.57	30.34	34.63	39.56	45.11
1 Biweekly	1,089.75	1,230.00	1,384.50	1,560.00	1,760.25	1,992.75	2,275.50	2,597.25	2,967.00	3,383.25
1 Annual*	28,421	32,078	36,108	40,685	45,907	51,971	59,345	67,736	77,379	88,235
2 Hourly	14.87	16.70	18.81	21.23	23.99	27.15	31.04	35.38	40.42	46.12
2 Biweekly	1,115.25	1,252.50	1,410.75	1,592.25	1,799.25	2,036.25	2,328.00	2,653.50	3,031.50	3,459.00
2 Annual*	29,086	32,665	36,792	41,526	46,924	53,105	60,714	69,203	79,062	90,211
3 Hourly	15.15	17.01	19.22	21.68	24.46	27.73	31.71	36.22	41.33	47.15
3 Biweekly	1,136.25	1,275.75	1,441.50	1,626.00	1,834.50	2,079.75	2,378.25	2,716.50	3,099.75	3,536.25
3 Annual*	29,633	33,272	37,594	42,406	47,844	54,240	62,025	70,846	80,841	92,225
4 Hourly	15.43	17.38	19.63	22.13	24.97	28.37	32.38	37.02	42.24	48.18
4 Biweekly	1,157.25	1,303.50	1,472.25	1,659.75	1,872.75	2,127.75	2,428.50	2,776.50	3,168.00	3,613.50
4 Annual*	30,181	33,995	38,396	43,286	48,841	55,492	63,335	72,411	82,621	94,240
5 Hourly	15.76	17.74	19.92	22.53	25.48	29.04	33.12	37.82	43.19	49.21
5 Biweekly	1,182.00	1,330.50	1,494.00	1,689.75	1,911.00	2,178.00	2,484.00	2,836.50	3,239.25	3,690.75
5 Annual*	30,827	34,699	38,964	44,069	49,839	56,802	64,783	73,976	84,480	96,255
6 Hourly	16.03	18.05	20.38	23.00	26.03	29.65	33.91	38.68	44.12	50.36
6 Biweekly	1,202.25	1,353.75	1,528.50	1,725.00	1,952.25	2,223.75	2,543.25	2,901.00	3,309.00	3,777.00
6 Annual*	31,355	35,306	39,863	44,988	50,915	57,995	66,328	75,658	86,299	98,504
7 Hourly	16.40	18.46	20.80	23.47	26.57	30.34	34.63	39.56	45.11	51.52
7 Biweekly	1,230.00	1,384.50	1,560.00	1,760.25	1,992.75	2,275.50	2,597.25	2,967.00	3,383.25	3,864.00
7 Annual*	32,078	36,108	40,685	45,907	51,971	59,345	67,736	77,379	88,235	100,773
8 Hourly	16.70	18.81	21.23	23.99	27.15	31.04	35.38	40.42	46.12	52.61
8 Biweekly	1,252.50	1,410.75	1,592.25	1,799.25	2,036.25	2,328.00	2,653.50	3,031.50	3,459.00	3,945.75
8 Annual*	32,665	36,792	41,526	46,924	53,105	60,714	69,203	79,062	90,211	102,905
9 Hourly	17.01	19.22	21.68	24.46	27.73	31.71	36.22	41.33	47.15	53.81
9 Biweekly	1,275.75	1,441.50	1,626.00	1,834.50	2,079.75	2,378.25	2,716.50	3,099.75	3,536.25	4,035.75
9 Annual*	33,272	37,594	42,406	47,844	54,240	62,025	70,846	80,841	92,225	105,252
10 Hourly	17.38	19.63	22.13	24.97	28.37	32.38	37.02	42.24	48.18	55.04
10 Biweekly	1,303.50	1,472.25	1,659.75	1,872.75	2,127.75	2,428.50	2,776.50	3,168.00	3,613.50	4,128.00
10 Annual*	33,995	38,396	43,286	48,841	55,492	63,335	72,411	82,621	94,240	107,658

COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2025
PAY SCALE TYPE ST

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
Hourly	17.74	19.92	22.53	25.48	29.04	33.12	37.82	43.19	49.21	56.26
11 Biweekly	1,330.50	1,494.00	1,689.75	1,911.00	2,178.00	2,484.00	2,836.50	3,239.25	3,690.75	4,219.50
Annual*	34,699	38,964	44,069	49,839	56,802	64,783	73,976	84,480	96,255	110,045
Hourly	18.05	20.38	23.00	26.03	29.65	33.91	38.68	44.12	50.36	57.47
12 Biweekly	1,353.75	1,528.50	1,725.00	1,952.25	2,223.75	2,543.25	2,901.00	3,309.00	3,777.00	4,310.25
Annual*	35,306	39,863	44,988	50,915	57,995	66,328	75,658	86,299	98,504	112,411
Hourly	18.46	20.80	23.47	26.57	30.34	34.63	39.56	45.11	51.52	58.78
13 Biweekly	1,384.50	1,560.00	1,760.25	1,992.75	2,275.50	2,597.25	2,967.00	3,383.25	3,864.00	4,408.50
Annual*	36,108	40,685	45,907	51,971	59,345	67,736	77,379	88,235	100,773	114,974
Hourly	18.81	21.23	23.99	27.15	31.04	35.38	40.42	46.12	52.61	60.07
14 Biweekly	1,410.75	1,592.25	1,799.25	2,036.25	2,328.00	2,653.50	3,031.50	3,459.00	3,945.75	4,505.25
Annual*	36,792	41,526	46,924	53,105	60,714	69,203	79,062	90,211	102,905	117,497
Hourly	19.22	21.68	24.46	27.73	31.71	36.22	41.33	47.15	53.81	61.41
15 Biweekly	1,441.50	1,626.00	1,834.50	2,079.75	2,378.25	2,716.50	3,099.75	3,536.25	4,035.75	4,605.75
Annual*	37,594	42,406	47,844	54,240	62,025	70,846	80,841	92,225	105,252	120,118
Hourly	19.63	22.13	24.97	28.37	32.38	37.02	42.24	48.18	55.04	62.77
16 Biweekly	1,472.25	1,659.75	1,872.75	2,127.75	2,428.50	2,776.50	3,168.00	3,613.50	4,128.00	4,707.75
Annual*	38,396	43,286	48,841	55,492	63,335	72,411	82,621	94,240	107,658	122,778
Hourly	19.92	22.53	25.48	29.04	33.12	37.82	43.19	49.21	56.26	64.22
17 Biweekly	1,494.00	1,689.75	1,911.00	2,178.00	2,484.00	2,836.50	3,239.25	3,690.75	4,219.50	4,816.50
Annual*	38,964	44,069	49,839	56,802	64,783	73,976	84,480	96,255	110,045	125,614
Hourly	20.38	23.00	26.03	29.65	33.91	38.68	44.12	50.36	57.47	65.65
18 Biweekly	1,528.50	1,725.00	1,952.25	2,223.75	2,543.25	2,901.00	3,309.00	3,777.00	4,310.25	4,923.75
Annual*	39,863	44,988	50,915	57,995	66,328	75,658	86,299	98,504	112,411	128,411
Hourly	20.80	23.47	26.57	30.34	34.63	39.56	45.11	51.52	58.78	67.07
19 Biweekly	1,560.00	1,760.25	1,992.75	2,275.50	2,597.25	2,967.00	3,383.25	3,864.00	4,408.50	5,030.25
Annual*	40,685	45,907	51,971	59,345	67,736	77,379	88,235	100,773	114,974	131,189
Hourly	21.23	23.99	27.15	31.04	35.38	40.42	46.12	52.61	60.07	68.59
20 Biweekly	1,592.25	1,799.25	2,036.25	2,328.00	2,653.50	3,031.50	3,459.00	3,945.75	4,505.25	5,144.25
Annual*	41,526	46,924	53,105	60,714	69,203	79,062	90,211	102,905	117,497	134,162

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

40	COMMONWEALTH OF PENNSYLVANIA	40
	40 HOUR STANDARD PAY SCHEDULE	
	EFFECTIVE JULY 1, 2025	
	PAY SCALE TYPE ST	

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
1	Hourly 14.53 Biweekly 1,162.40 Annual* 30,315	Hourly 16.40 Biweekly 1,312.00 Annual* 34,217	Hourly 18.46 Biweekly 1,476.80 Annual* 38,515	Hourly 20.80 Biweekly 1,664.00 Annual* 43,397	Hourly 23.47 Biweekly 1,877.60 Annual* 48,968	Hourly 26.57 Biweekly 2,125.60 Annual* 55,436	Hourly 30.34 Biweekly 2,427.20 Annual* 63,301	Hourly 34.63 Biweekly 2,770.40 Annual* 72,252	Hourly 39.56 Biweekly 3,164.80 Annual* 82,538
2	Hourly 14.87 Biweekly 1,189.60 Annual* 31,025	Hourly 16.70 Biweekly 1,336.00 Annual* 34,843	Hourly 18.81 Biweekly 1,504.80 Annual* 39,245	Hourly 21.23 Biweekly 1,698.40 Annual* 44,294	Hourly 23.99 Biweekly 1,919.20 Annual* 50,053	Hourly 27.15 Biweekly 2,172.00 Annual* 56,646	Hourly 31.04 Biweekly 2,483.20 Annual* 64,762	Hourly 35.38 Biweekly 2,830.40 Annual* 73,817	Hourly 40.42 Biweekly 3,233.60 Annual* 84,332
3	Hourly 15.15 Biweekly 1,212.00 Annual* 31,609	Hourly 17.01 Biweekly 1,360.80 Annual* 35,490	Hourly 19.22 Biweekly 1,537.60 Annual* 40,101	Hourly 21.68 Biweekly 1,734.40 Annual* 45,233	Hourly 24.46 Biweekly 1,956.80 Annual* 51,033	Hourly 27.73 Biweekly 2,218.40 Annual* 57,856	Hourly 31.71 Biweekly 2,536.80 Annual* 66,160	Hourly 36.22 Biweekly 2,897.60 Annual* 75,569	Hourly 41.33 Biweekly 3,306.40 Annual* 86,231
4	Hourly 15.43 Biweekly 1,234.40 Annual* 32,193	Hourly 17.38 Biweekly 1,390.40 Annual* 36,262	Hourly 19.63 Biweekly 1,570.40 Annual* 40,956	Hourly 22.13 Biweekly 1,770.40 Annual* 46,172	Hourly 24.97 Biweekly 1,997.60 Annual* 52,097	Hourly 28.37 Biweekly 2,269.60 Annual* 59,191	Hourly 32.38 Biweekly 2,590.40 Annual* 67,558	Hourly 37.02 Biweekly 2,961.60 Annual* 77,239	Hourly 42.24 Biweekly 3,379.20 Annual* 88,130
5	Hourly 15.76 Biweekly 1,260.80 Annual* 32,882	Hourly 17.74 Biweekly 1,419.20 Annual* 37,013	Hourly 19.92 Biweekly 1,593.60 Annual* 41,561	Hourly 22.53 Biweekly 1,802.40 Annual* 47,007	Hourly 25.48 Biweekly 2,038.40 Annual* 53,161	Hourly 29.04 Biweekly 2,323.20 Annual* 60,589	Hourly 33.12 Biweekly 2,649.60 Annual* 69,102	Hourly 37.82 Biweekly 3,025.60 Annual* 78,908	Hourly 43.19 Biweekly 3,455.20 Annual* 90,112
6	Hourly 16.03 Biweekly 1,282.40 Annual* 33,445	Hourly 18.05 Biweekly 1,444.00 Annual* 37,660	Hourly 20.38 Biweekly 1,630.40 Annual* 42,521	Hourly 23.00 Biweekly 1,840.00 Annual* 47,987	Hourly 26.03 Biweekly 2,082.40 Annual* 54,309	Hourly 29.65 Biweekly 2,372.00 Annual* 61,862	Hourly 33.91 Biweekly 2,712.80 Annual* 70,750	Hourly 38.68 Biweekly 3,094.40 Annual* 80,702	Hourly 44.12 Biweekly 3,529.60 Annual* 92,052
7	Hourly 16.40 Biweekly 1,312.00 Annual* 34,217	Hourly 18.46 Biweekly 1,476.80 Annual* 38,515	Hourly 20.80 Biweekly 1,664.00 Annual* 43,397	Hourly 23.47 Biweekly 1,877.60 Annual* 48,968	Hourly 26.57 Biweekly 2,125.60 Annual* 55,436	Hourly 30.34 Biweekly 2,427.20 Annual* 63,301	Hourly 34.63 Biweekly 2,770.40 Annual* 72,252	Hourly 39.56 Biweekly 3,164.80 Annual* 82,538	Hourly 45.11 Biweekly 3,608.80 Annual* 94,118
8	Hourly 16.70 Biweekly 1,336.00 Annual* 34,843	Hourly 18.81 Biweekly 1,504.80 Annual* 39,245	Hourly 21.23 Biweekly 1,698.40 Annual* 44,294	Hourly 23.99 Biweekly 1,919.20 Annual* 50,053	Hourly 27.15 Biweekly 2,172.00 Annual* 56,646	Hourly 31.04 Biweekly 2,483.20 Annual* 64,762	Hourly 35.38 Biweekly 2,830.40 Annual* 73,817	Hourly 40.42 Biweekly 3,233.60 Annual* 84,332	Hourly 46.12 Biweekly 3,689.60 Annual* 96,225
9	Hourly 17.01 Biweekly 1,360.80 Annual* 35,490	Hourly 19.22 Biweekly 1,537.60 Annual* 40,101	Hourly 21.68 Biweekly 1,734.40 Annual* 45,233	Hourly 24.46 Biweekly 1,956.80 Annual* 51,033	Hourly 27.73 Biweekly 2,218.40 Annual* 57,856	Hourly 31.71 Biweekly 2,536.80 Annual* 66,160	Hourly 36.22 Biweekly 2,897.60 Annual* 75,569	Hourly 41.33 Biweekly 3,306.40 Annual* 86,231	Hourly 47.15 Biweekly 3,772.00 Annual* 98,374
10	Hourly 17.38 Biweekly 1,390.40 Annual* 36,262	Hourly 19.63 Biweekly 1,570.40 Annual* 40,956	Hourly 22.13 Biweekly 1,770.40 Annual* 46,172	Hourly 24.97 Biweekly 1,997.60 Annual* 52,097	Hourly 28.37 Biweekly 2,269.60 Annual* 59,191	Hourly 32.38 Biweekly 2,590.40 Annual* 67,558	Hourly 37.02 Biweekly 2,961.60 Annual* 77,239	Hourly 42.24 Biweekly 3,379.20 Annual* 88,130	Hourly 48.18 Biweekly 3,854.40 Annual* 100,523

40	COMMONWEALTH OF PENNSYLVANIA 40 HOUR STANDARD PAY SCHEDULE EFFECTIVE JULY 1, 2025 PAY SCALE TYPE ST	40
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PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
Hourly	17.74	19.92	22.53	25.48	29.04	33.12	37.82	43.19	49.21
11 Biweekly	1,419.20	1,593.60	1,802.40	2,038.40	2,323.20	2,649.60	3,025.60	3,455.20	3,936.80
Annual*	37,013	41,561	47,007	53,161	60,589	69,102	78,908	90,112	102,672
Hourly	18.05	20.38	23.00	26.03	29.65	33.91	38.68	44.12	50.36
12 Biweekly	1,444.00	1,630.40	1,840.00	2,082.40	2,372.00	2,712.80	3,094.40	3,529.60	4,028.80
Annual*	37,660	42,521	47,987	54,309	61,862	70,750	80,702	92,052	105,071
Hourly	18.46	20.80	23.47	26.57	30.34	34.63	39.56	45.11	51.52
13 Biweekly	1,476.80	1,664.00	1,877.60	2,125.60	2,427.20	2,770.40	3,164.80	3,608.80	4,121.60
Annual*	38,515	43,397	48,968	55,436	63,301	72,252	82,538	94,118	107,491
Hourly	18.81	21.23	23.99	27.15	31.04	35.38	40.42	46.12	52.61
14 Biweekly	1,504.80	1,698.40	1,919.20	2,172.00	2,483.20	2,830.40	3,233.60	3,689.60	4,208.80
Annual*	39,245	44,294	50,053	56,646	64,762	73,817	84,332	96,225	109,766
Hourly	19.22	21.68	24.46	27.73	31.71	36.22	41.33	47.15	53.81
15 Biweekly	1,537.60	1,734.40	1,956.80	2,218.40	2,536.80	2,897.60	3,306.40	3,772.00	4,304.80
Annual*	40,101	45,233	51,033	57,856	66,160	75,569	86,231	98,374	112,269
Hourly	19.63	22.13	24.97	28.37	32.38	37.02	42.24	48.18	55.04
16 Biweekly	1,570.40	1,770.40	1,997.60	2,269.60	2,590.40	2,961.60	3,379.20	3,854.40	4,403.20
Annual*	40,956	46,172	52,097	59,191	67,558	77,239	88,130	100,523	114,835
Hourly	19.92	22.53	25.48	29.04	33.12	37.82	43.19	49.21	56.26
17 Biweekly	1,593.60	1,802.40	2,038.40	2,323.20	2,649.60	3,025.60	3,455.20	3,936.80	4,500.80
Annual*	41,561	47,007	53,161	60,589	69,102	78,908	90,112	102,672	117,381
Hourly	20.38	23.00	26.03	29.65	33.91	38.68	44.12	50.36	57.47
18 Biweekly	1,630.40	1,840.00	2,082.40	2,372.00	2,712.80	3,094.40	3,529.60	4,028.80	4,597.60
Annual*	42,521	47,987	54,309	61,862	70,750	80,702	92,052	105,071	119,905
Hourly	20.80	23.47	26.57	30.34	34.63	39.56	45.11	51.52	58.78
19 Biweekly	1,664.00	1,877.60	2,125.60	2,427.20	2,770.40	3,164.80	3,608.80	4,121.60	4,702.40
Annual*	43,397	48,968	55,436	63,301	72,252	82,538	94,118	107,491	122,639
Hourly	21.23	23.99	27.15	31.04	35.38	40.42	46.12	52.61	60.07
20 Biweekly	1,698.40	1,919.20	2,172.00	2,483.20	2,830.40	3,233.60	3,689.60	4,208.80	4,805.60
Annual*	44,294	50,053	56,646	64,762	73,817	84,332	96,225	109,766	125,330

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

** Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2026
PAY SCALE TYPE ST

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
Hourly	14.82	16.73	18.83	21.22	23.94	27.10	30.95	35.32	40.35	46.01
1 Biweekly	1,111.50	1,254.75	1,412.25	1,591.50	1,795.50	2,032.50	2,321.25	2,649.00	3,026.25	3,450.75
Annual*	28,988	32,724	36,831	41,506	46,827	53,008	60,538	69,086	78,925	89,996
Hourly	15.17	17.03	19.19	21.65	24.47	27.69	31.66	36.09	41.23	47.04
2 Biweekly	1,137.75	1,277.25	1,439.25	1,623.75	1,835.25	2,076.75	2,374.50	2,706.75	3,092.25	3,528.00
Annual*	29,673	33,311	37,536	42,347	47,863	54,162	61,927	70,592	80,646	92,010
Hourly	15.45	17.35	19.60	22.11	24.95	28.28	32.34	36.94	42.16	48.09
3 Biweekly	1,158.75	1,301.25	1,470.00	1,658.25	1,871.25	2,121.00	2,425.50	2,770.50	3,162.00	3,606.75
Annual*	30,220	33,937	38,338	43,247	48,802	55,316	63,257	72,255	82,465	94,064
Hourly	15.74	17.73	20.02	22.57	25.47	28.94	33.03	37.76	43.08	49.14
4 Biweekly	1,180.50	1,329.75	1,501.50	1,692.75	1,910.25	2,170.50	2,477.25	2,832.00	3,231.00	3,685.50
Annual*	30,787	34,680	39,159	44,147	49,819	56,607	64,607	73,859	84,264	96,118
Hourly	16.08	18.09	20.32	22.98	25.99	29.62	33.78	38.58	44.05	50.19
5 Biweekly	1,206.00	1,356.75	1,524.00	1,723.50	1,949.25	2,221.50	2,533.50	2,893.50	3,303.75	3,764.25
Annual*	31,452	35,384	39,746	44,949	50,836	57,937	66,074	75,462	86,162	98,172
Hourly	16.35	18.41	20.79	23.46	26.55	30.24	34.59	39.45	45.00	51.37
6 Biweekly	1,226.25	1,380.75	1,559.25	1,759.50	1,991.25	2,268.00	2,594.25	2,958.75	3,375.00	3,852.75
Annual*	31,981	36,010	40,665	45,888	51,932	59,149	67,658	77,164	88,020	100,480
Hourly	16.73	18.83	21.22	23.94	27.10	30.95	35.32	40.35	46.01	52.55
7 Biweekly	1,254.75	1,412.25	1,591.50	1,795.50	2,032.50	2,321.25	2,649.00	3,026.25	3,450.75	3,941.25
Annual*	32,724	36,831	41,506	46,827	53,008	60,538	69,086	78,925	89,996	102,788
Hourly	17.03	19.19	21.65	24.47	27.69	31.66	36.09	41.23	47.04	53.66
8 Biweekly	1,277.25	1,439.25	1,623.75	1,835.25	2,076.75	2,374.50	2,706.75	3,092.25	3,528.00	4,024.50
Annual*	33,311	37,536	42,347	47,863	54,162	61,927	70,592	80,646	92,010	104,959
Hourly	17.35	19.60	22.11	24.95	28.28	32.34	36.94	42.16	48.09	54.89
9 Biweekly	1,301.25	1,470.00	1,658.25	1,871.25	2,121.00	2,425.50	2,770.50	3,162.00	3,606.75	4,116.75
Annual*	33,937	38,338	43,247	48,802	55,316	63,257	72,255	82,465	94,064	107,365
Hourly	17.73	20.02	22.57	25.47	28.94	33.03	37.76	43.08	49.14	56.14
10 Biweekly	1,329.75	1,501.50	1,692.75	1,910.25	2,170.50	2,477.25	2,832.00	3,231.00	3,685.50	4,210.50
Annual*	34,680	39,159	44,147	49,819	56,607	64,607	73,859	84,264	96,118	109,810

**COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2026
PAY SCALE TYPE ST**

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
Hourly	18.09	20.32	22.98	25.99	29.62	33.78	38.58	44.05	50.19	57.39
11 Biweekly	1,356.75	1,524.00	1,723.50	1,949.25	2,221.50	2,533.50	2,893.50	3,303.75	3,764.25	4,304.25
Annual*	35,384	39,746	44,949	50,836	57,937	66,074	75,462	86,162	98,172	112,255
Hourly	18.41	20.79	23.46	26.55	30.24	34.59	39.45	45.00	51.37	58.62
12 Biweekly	1,380.75	1,559.25	1,759.50	1,991.25	2,268.00	2,594.25	2,958.75	3,375.00	3,852.75	4,396.50
Annual*	36,010	40,665	45,888	51,932	59,149	67,658	77,164	88,020	100,480	114,661
Hourly	18.83	21.22	23.94	27.10	30.95	35.32	40.35	46.01	52.55	59.96
13 Biweekly	1,412.25	1,591.50	1,795.50	2,032.50	2,321.25	2,649.00	3,026.25	3,450.75	3,941.25	4,497.00
Annual*	36,831	41,506	46,827	53,008	60,538	69,086	78,925	89,996	102,788	117,282
Hourly	19.19	21.65	24.47	27.69	31.66	36.09	41.23	47.04	53.66	61.27
14 Biweekly	1,439.25	1,623.75	1,835.25	2,076.75	2,374.50	2,706.75	3,092.25	3,528.00	4,024.50	4,595.25
Annual*	37,536	42,347	47,863	54,162	61,927	70,592	80,646	92,010	104,959	119,844
Hourly	19.60	22.11	24.95	28.28	32.34	36.94	42.16	48.09	54.89	62.64
15 Biweekly	1,470.00	1,658.25	1,871.25	2,121.00	2,425.50	2,770.50	3,162.00	3,606.75	4,116.75	4,698.00
Annual*	38,338	43,247	48,802	55,316	63,257	72,255	82,465	94,064	107,365	122,524
Hourly	20.02	22.57	25.47	28.94	33.03	37.76	43.08	49.14	56.14	64.03
16 Biweekly	1,501.50	1,692.75	1,910.25	2,170.50	2,477.25	2,832.00	3,231.00	3,685.50	4,210.50	4,802.25
Annual*	39,159	44,147	49,819	56,607	64,607	73,859	84,264	96,118	109,810	125,243
Hourly	20.32	22.98	25.99	29.62	33.78	38.58	44.05	50.19	57.39	65.50
17 Biweekly	1,524.00	1,723.50	1,949.25	2,221.50	2,533.50	2,893.50	3,303.75	3,764.25	4,304.25	4,912.50
Annual*	39,746	44,949	50,836	57,937	66,074	75,462	86,162	98,172	112,255	128,118
Hourly	20.79	23.46	26.55	30.24	34.59	39.45	45.00	51.37	58.62	66.96
18 Biweekly	1,559.25	1,759.50	1,991.25	2,268.00	2,594.25	2,958.75	3,375.00	3,852.75	4,396.50	5,022.00
Annual*	40,665	45,888	51,932	59,149	67,658	77,164	88,020	100,480	114,661	130,974
Hourly	21.22	23.94	27.10	30.95	35.32	40.35	46.01	52.55	59.96	68.41
19 Biweekly	1,591.50	1,795.50	2,032.50	2,321.25	2,649.00	3,026.25	3,450.75	3,941.25	4,497.00	5,130.75
Annual*	41,506	46,827	53,008	60,538	69,086	78,925	89,996	102,788	117,282	133,810
Hourly	21.65	24.47	27.69	31.66	36.09	41.23	47.04	53.66	61.27	69.96
20 Biweekly	1,623.75	1,835.25	2,076.75	2,374.50	2,706.75	3,092.25	3,528.00	4,024.50	4,595.25	5,247.00
Annual*	42,347	47,863	54,162	61,927	70,592	80,646	92,010	104,959	119,844	136,842

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

40	COMMONWEALTH OF PENNSYLVANIA	40
	40 HOUR STANDARD PAY SCHEDULE	
	EFFECTIVE JULY 1, 2026	
	PAY SCALE TYPE ST	

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
1 Hourly	14.82	16.73	18.83	21.22	23.94	27.10	30.95	35.32	40.35
1 Biweekly	1,185.60	1,338.40	1,506.40	1,697.60	1,915.20	2,168.00	2,476.00	2,825.60	3,228.00
1 Annual*	30,920	34,905	39,287	44,273	49,948	56,541	64,574	73,692	84,186
2 Hourly	15.17	17.03	19.19	21.65	24.47	27.69	31.66	36.09	41.23
2 Biweekly	1,213.60	1,362.40	1,535.20	1,732.00	1,957.60	2,215.20	2,532.80	2,887.20	3,298.40
2 Annual*	31,651	35,531	40,038	45,171	51,054	57,772	66,055	75,298	86,022
3 Hourly	15.45	17.35	19.60	22.11	24.95	28.28	32.34	36.94	42.16
3 Biweekly	1,236.00	1,388.00	1,568.00	1,768.80	1,996.00	2,262.40	2,587.20	2,955.20	3,372.80
3 Annual*	32,235	36,199	40,893	46,130	52,056	59,003	67,474	77,072	87,963
4 Hourly	15.74	17.73	20.02	22.57	25.47	28.94	33.03	37.76	43.08
4 Biweekly	1,259.20	1,418.40	1,601.60	1,805.60	2,037.60	2,315.20	2,642.40	3,020.80	3,446.40
4 Annual*	32,840	36,992	41,770	47,090	53,141	60,380	68,914	78,782	89,882
5 Hourly	16.08	18.09	20.32	22.98	25.99	29.62	33.78	38.58	44.05
5 Biweekly	1,286.40	1,447.20	1,625.60	1,838.40	2,079.20	2,369.60	2,702.40	3,086.40	3,524.00
5 Annual*	33,549	37,743	42,396	47,945	54,226	61,799	70,479	80,493	91,906
6 Hourly	16.35	18.41	20.79	23.46	26.55	30.24	34.59	39.45	45.00
6 Biweekly	1,308.00	1,472.80	1,663.20	1,876.80	2,124.00	2,419.20	2,767.20	3,156.00	3,600.00
6 Annual*	34,113	38,411	43,376	48,947	55,394	63,093	72,169	82,308	93,888
7 Hourly	16.73	18.83	21.22	23.94	27.10	30.95	35.32	40.35	46.01
7 Biweekly	1,338.40	1,506.40	1,697.60	1,915.20	2,168.00	2,476.00	2,825.60	3,228.00	3,680.80
7 Annual*	34,905	39,287	44,273	49,948	56,541	64,574	73,692	84,186	95,995
8 Hourly	17.03	19.19	21.65	24.47	27.69	31.66	36.09	41.23	47.04
8 Biweekly	1,362.40	1,535.20	1,732.00	1,957.60	2,215.20	2,532.80	2,887.20	3,298.40	3,763.20
8 Annual*	35,531	40,038	45,171	51,054	57,772	66,055	75,298	86,022	98,144
9 Hourly	17.35	19.60	22.11	24.95	28.28	32.34	36.94	42.16	48.09
9 Biweekly	1,388.00	1,568.00	1,768.80	1,996.00	2,262.40	2,587.20	2,955.20	3,372.80	3,847.20
9 Annual*	36,199	40,893	46,130	52,056	59,003	67,474	77,072	87,963	100,335
10 Hourly	17.73	20.02	22.57	25.47	28.94	33.03	37.76	43.08	49.14
10 Biweekly	1,418.40	1,601.60	1,805.60	2,037.60	2,315.20	2,642.40	3,020.80	3,446.40	3,931.20
10 Annual*	36,992	41,770	47,090	53,141	60,380	68,914	78,782	89,882	102,526

40	COMMONWEALTH OF PENNSYLVANIA	40
	40 HOUR STANDARD PAY SCHEDULE	
	EFFECTIVE JULY 1, 2026	
	PAY SCALE TYPE ST	

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
11 Hourly	18.09	20.32	22.98	25.99	29.62	33.78	38.58	44.05	50.19
11 Biweekly	1,447.20	1,625.60	1,838.40	2,079.20	2,369.60	2,702.40	3,086.40	3,524.00	4,015.20
11 Annual*	37,743	42,396	47,945	54,226	61,799	70,479	80,493	91,906	104,716
12 Hourly	18.41	20.79	23.46	26.55	30.24	34.59	39.45	45.00	51.37
12 Biweekly	1,472.80	1,663.20	1,876.80	2,124.00	2,419.20	2,767.20	3,156.00	3,600.00	4,109.60
12 Annual*	38,411	43,376	48,947	55,394	63,093	72,169	82,308	93,888	107,178
13 Hourly	18.83	21.22	23.94	27.10	30.95	35.32	40.35	46.01	52.55
13 Biweekly	1,506.40	1,697.60	1,915.20	2,168.00	2,476.00	2,825.60	3,228.00	3,680.80	4,204.00
13 Annual*	39,287	44,273	49,948	56,541	64,574	73,692	84,186	95,995	109,640
14 Hourly	19.19	21.65	24.47	27.69	31.66	36.09	41.23	47.04	53.66
14 Biweekly	1,535.20	1,732.00	1,957.60	2,215.20	2,532.80	2,887.20	3,298.40	3,763.20	4,292.80
14 Annual*	40,038	45,171	51,054	57,772	66,055	75,298	86,022	98,144	111,956
15 Hourly	19.60	22.11	24.95	28.28	32.34	36.94	42.16	48.09	54.89
15 Biweekly	1,568.00	1,768.80	1,996.00	2,262.40	2,587.20	2,955.20	3,372.80	3,847.20	4,391.20
15 Annual*	40,893	46,130	52,056	59,003	67,474	77,072	87,963	100,335	114,522
16 Hourly	20.02	22.57	25.47	28.94	33.03	37.76	43.08	49.14	56.14
16 Biweekly	1,601.60	1,805.60	2,037.60	2,315.20	2,642.40	3,020.80	3,446.40	3,931.20	4,491.20
16 Annual*	41,770	47,090	53,141	60,380	68,914	78,782	89,882	102,526	117,130
17 Hourly	20.32	22.98	25.99	29.62	33.78	38.58	44.05	50.19	57.39
17 Biweekly	1,625.60	1,838.40	2,079.20	2,369.60	2,702.40	3,086.40	3,524.00	4,015.20	4,591.20
17 Annual*	42,396	47,945	54,226	61,799	70,479	80,493	91,906	104,716	119,738
18 Hourly	20.79	23.46	26.55	30.24	34.59	39.45	45.00	51.37	58.62
18 Biweekly	1,663.20	1,876.80	2,124.00	2,419.20	2,767.20	3,156.00	3,600.00	4,109.60	4,689.60
18 Annual*	43,376	48,947	55,394	63,093	72,169	82,308	93,888	107,178	122,305
19 Hourly	21.22	23.94	27.10	30.95	35.32	40.35	46.01	52.55	59.96
19 Biweekly	1,697.60	1,915.20	2,168.00	2,476.00	2,825.60	3,228.00	3,680.80	4,204.00	4,796.80
19 Annual*	44,273	49,948	56,541	64,574	73,692	84,186	95,995	109,640	125,101
20 Hourly	21.65	24.47	27.69	31.66	36.09	41.23	47.04	53.66	61.27
20 Biweekly	1,732.00	1,957.60	2,215.20	2,532.80	2,887.20	3,298.40	3,763.20	4,292.80	4,901.60
20 Annual*	45,171	51,054	57,772	66,055	75,298	86,022	98,144	111,956	127,834

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

** Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

APPENDIX E

Classification Titles

<u>Class Code</u>	<u>Title</u>	<u>Pay Scale Group</u>
06654	Employment Security Audit Investigation Trainee	06
06655	Employment Security Audit and Investigation Specialist	07
23120	Veterans Education Advisor	08
38010	Drug & Alcohol Licensing Specialist	07
38310	Drug Program Specialist 1	06
38320	Drug Program Specialist 2	08
39240	Health Care Surveyor	08
39241	Health Care Nurse Surveyor	08
39570	Medical Facility Records Examiner	08
39680	Third Party Liability Program Investigator	06
46000	Parole Auditor	07
46030	Parole Agent 1	06
46040	Parole Agent 2	07
46197	Sexual Offenders Assessment Board Investigator	07
46280	Parole Staff Technician 1	05
46281	Parole Staff Technician 2	06
47150	Pardons Case Specialist	08
51110	Domestic Animal Health Inspector	06

51511	Agronomic Products Inspector	07
51820	Food Inspector 1	06
51519	Food Inspector 2	07
56421	Plant Inspector	07
70308	Professional Conduct Investigator 1	06
70309	Professional Conduct Investigator 2	07
70804	Intelligence Analyst 1	06
70805	Intelligence Analyst 2	07
70810	Special Investigator 1	06
70820	Special Investigator 2	07
70833	Special Investigator 1, OSIG	06
70834	Special Investigator 2, OSIG	07
70835	Senior Special Investigator, OIG	08
70850	Criminal Tax Investigator 1	06
70851	Criminal Tax Investigator 2	07
70855	Special Agent A, OSIG	06
79196	Emergency Management Trinee	06
76197	Emergency Management Watch Officer	07
76198	Emergency Management Specialist	07

APPENDIX F
ORGANIZATIONAL SENIORITY UNITS BY AGENCY

AGRICULTURE

Furloughs & Promotions:

1. Headquarters (including Farm Show and Veterinary Diagnostic Laboratories)
2. Region 1 (Counties - Clarion, Crawford, Elk, Erie, Forest, Jefferson, McKean, Mercer, Venango, Warren)
3. Region 2 – (Counties - Cameron, Clinton, Columbia, Lycoming, Montour, Northumberland, Potter, Snyder, Tioga, Union)
4. Region 3 – (Counties - Bradford, Carbon, Lackawanna, Luzerne, Monroe, Pike, Sullivan, Susquehanna, Wayne, Wyoming)
5. Region 4 – (Counties - Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Indiana, Lawrence, Washington, Westmoreland)
6. Region 5 – (Counties - Bedford, Blair, Cambria, Centre, Clearfield, Fulton, Huntingdon, Juniata, Mifflin, Somerset)
7. Region 6 – (Counties - Adams, Cumberland, Dauphin, Franklin, Lancaster, Lebanon, Perry, York)
8. Region 7 – (Counties - Berks, Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton, Philadelphia, Schuylkill)
9. Each Thoroughbred Horse Racing Track (3)
 - Penn National Race Track
 - Philadelphia Park Race Track
 - Presque Isle Downs Race Track
10. Each Standardbred Horse Racing Track (3)
 - Pocono Downs Race Track
 - Meadows Race Track
 - Chester Downs Race Track

BANKING AND SECURITIES

Furloughs & Promotions:

1. Non-Depository Institutions Deputate

CONSERVATION AND NATURAL RESOURCES

Furloughs:

1. Penn Nursery

Promotions:

1. Agency Head's Office

CORRECTIONS

Furloughs and Promotions:

1. Headquarters
2. Each Correctional Institution
3. Community Corrections Centers and Regional Offices
East
Central
West
4. Parole Field Services – Each Region
East
Central
West

The Parole Board

Furloughs and Promotions:

1. Parole Board - Statewide

Sexual Offender's Assessment Board

Furloughs and Promotions:

1. Sexual Offenders Assessment Board - Statewide

DRUG AND ALCOHOL PROGRAMS

Furloughs & Promotions:

1. Office of the Secretary
2. Each Division within Bureau of Quality Assurance for Administration
3. Each Division within Bureau of County Program Oversight
4. Each Division within Bureau of Program Licensure

EDUCATION

Furloughs:

1. Headquarters
2. Each PDE Field Location
Pittsburgh

Promotions:

1. Headquarters by Secretary's Office
2. Each Commissioner's Office
3. Each Bureau

EMERGENCY MANAGEMENT

Furloughs:

1. Headquarters
2. Each Area Office
3. State Fire Academy

Promotions:

1. Agency-wide

EXECUTIVE OFFICE

Furloughs and Promotions:

1. Executive Offices: Office of Administration, Boards, Councils, Commissions and Independent Agencies (13), except Human Resources and Information Technology employees.
 - i. Office of State Inspector General

HEALTH

Furloughs:

1. Each Division within Harrisburg headquarters
2. Each Division at each field office for Bureau of Facility Licensure and Certification and Bureau of Community Program Licensure and Certification

Promotions:

1. Harrisburg Headquarters
2. Northwestern District, including the Bureau of Facility Licensure and Certification, the Bureau of Community Program Licensure and Certification field locations.

Alphabetical List of Counties:

Cameron	Jefferson
Clarion	Lawrence
Clearfield	McKean
Crawford	Mercer
Elk	Venango
Erie	Warren
Forest	

4. Southwestern District, including the Bureau of Facility Licensure and Certification, the Bureau of Community Program Licensure and Certification field locations.

Alphabetical List of Counties:

Armstrong	Greene
Allegheny	Indiana
Beaver	Somerset
Butler	Washington
Cambria	Westmoreland
Fayette	

5. Northeastern District including the Bureau of Facility Licensure and Certification, the Bureau of Community Program Licensure and Certification field locations.

Alphabetical List of Counties:

Carbon	Northampton
Lackawanna	Pike
Lehigh	Susquehanna
Luzerne	Wayne
Monroe	Wyoming

6. Southeastern District including the Bureau of Facility Licensure and Certification, the Bureau of Community Program Licensure and Certification field locations.

Alphabetical List of Counties:

Berks	Lancaster
Bucks	Montgomery
Chester	Philadelphia
Delaware	Schuylkill

7. North Central District including the Bureau of Facility Licensure and Certification field locations.

Alphabetical List of Counties:

Bradford	Northumberland
Centre	Potter
Clinton	Snyder
Columbia	Sullivan
Lycoming	Tioga
Montour	Union

8. South Central District including the Bureau of Facility Licensure and Certification and the Bureau of Community Program Licensure and Certification field locations.

Alphabetical List of Counties:

Adams	Huntingdon
Bedford	Juniata
Blair	Lebanon
Cumberland	Mifflin
Dauphin	Perry
Franklin	York
Fulton	

HUMAN SERVICES

Furloughs and Promotions:

1. Headquarters
2. Each Regional Office, Area Office, District Office in the Offices of:
 - A. Mental Health and Substance Abuse Services
 - B. Long Term Living
 - C. Administration

NOTE: Per a 1993 sideletter agreement, DHS Office of Administration staff located at a facility will be considered, for the purposes of promotion and furlough, part of that facility.

1. Bureau of Program Integrity – Health Insurance Premium Payment (HIPP) Operations

INSURANCE

Furloughs and Promotions:

1. Headquarters
2. Mcare

LABOR AND INDUSTRY

Furloughs and Promotions:

1. General Administration and Programs
 - i. Headquarters including Dauphin County - Civil Service
 - ii. Bureau of Workers' Compensation

2. Office of Employment Security
 - i. Headquarters including Dauphin County – Civil Service
 - ii. Each County
 - iii. Unemployment Compensation Deputate/Internal Audit Division

PENNSYLVANIA LIQUOR CONTROL BOARD

Furloughs and Promotions:

1. Headquarters
2. Each County

REVENUE

Furloughs and Promotions:

1. Field Personnel
Professional, Administrative and Fiscal Unit (Excluding Bureau of Audits) Inspection, Investigation and Safety Unit Professional and Non-Professional
 - A. Territory A
Offices
Greensburg, Pittsburgh
 - B. Territory B
Offices
Sunbury, Scranton, Wilkes-Barre
 - C. Territory C
Offices
Norristown, Philadelphia
 - D. Territory D
Offices
Harrisburg (Includes II&S employees located at headquarters)

STATE

Furlough and Promotions:

1. Headquarters, Bureau of Enforcement and Investigation, and Harrisburg Regional Office (2)
Civil Service
2. Philadelphia Regional Office
3. Pittsburgh Regional Office
4. Scranton Regional Office

STATE POLICE

Furloughs:

1. Department Headquarters including Bureau of Criminal Investigation, Gaming Enforcement Office, and Governors' Office of Homeland Security.

Promotions:

1. Department Headquarters including Bureau of Criminal Investigation, Gaming Enforcement Office, and Governors' Office of Homeland Security.

TRANSPORTATION

Furloughs:

1. Headquarters (includes A-1 and A-2 employees in District 8-0)
2. Pittsburgh - Office of Chief Counsel

Promotions:

1. Headquarters (includes A-1 and A-2 unit employees in Engineering District 8-0 and Maintenance District 8-5)

APPENDIX G

DEPARTMENT OF CORRECTIONS DRUG AND ALCOHOL TESTING PROGRAM

1. POLICY

a. Employees of the Department of Corrections are required to participate in the Drug and Alcohol Testing Program, as outlined below.

b. The following controlled substance and alcohol testing is required:

- 1) Reasonable Suspicion
- 2) Return-to-duty
- 3) Follow-up

c. The split sample collection method will be used for urine samples for purposes of testing for controlled substances. The breath alcohol testing method administered by a trained Breath Alcohol Technician (BAT) using an Evidential Breath Testing device (EBT), will be used for the alcohol testing.

d. Prohibitions for controlled substances.

No employee shall:

- 1) Perform work when using or being under the influence of any controlled substance, except under instruction of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform the employee's job duties.
- 2) Perform work if the employee tests positive for controlled substances.
- 3) Refuse to submit to a controlled substance test.

e. Prohibitions for alcohol

No employee shall:

- 1) Perform work while being under the influence of alcohol as defined by g. and h. below.

- 2) Perform work while possessing or using alcohol.
- 3) Refuse to submit to an alcohol test

f. No supervisor/manager shall:

- 1) Permit an employee who refuses to submit to controlled substance and/or alcohol tests to perform or continue to perform job functions.
- 2) Permit an employee to perform or continue to perform work if the Employer has actual knowledge that an employee has tested positive for alcohol and/or controlled substances.

g. Consequences to employees who test 0.02% or greater but less than 0.04% for alcohol (CDL only)

- 1) Employees will not be permitted to perform work for at least 24 hours.
- 2) Employees shall be advised of the availability of the State Employees Assistance Program.
- 3) The employee shall be subject to unannounced follow-up alcohol testing. The number and frequency will consist of at least six tests in the first 12 months following the date of the employee's return to duty.
- 4) Employees who have a verified positive test result for alcohol during the 12 months following the date of the employee's return to duty shall be referred to SEAP and treated under h. below.
- 5) Employees who have a verified positive test result for alcohol during the initial hire, 6 or 12 month probationary period shall be terminated.

h. Consequences to employees who test positive for controlled substances or .04% or greater for alcohol or employees who test positive under the provisions of g. (4) above.

- 1) Employees shall not be permitted to perform work and shall be evaluated by a State Employees Assistance Program substance abuse professional who shall determine what assistance the employee needs in resolving problems associated with the use of controlled substances and/or alcohol.

2) If the employee is determined to require treatment, the substance abuse professional will evaluate the employee's participation in the program and determine whether or not the employee has followed the prescribed rehabilitation program.

3) A return to duty controlled substances and/or alcohol test will be required and the result must be a verified negative.

4) The employee shall be subject to unannounced follow-up controlled substance and/or alcohol testing. The number and frequency of such follow-up testing shall be directed by the SEAP substance abuse professional and will consist of at least six tests in the first 12 months following the date of the employee's return to duty.

5) Employees who have a verified positive test result for controlled substances and/or alcohol during the 12 months following the date of the employee's return to duty shall be terminated.

6) Employees who have a verified positive test result for controlled substances and/or alcohol during the initial hire, 6 or 12 month probationary period shall be terminated.

i. All immediate supervisors of employees and all other supervisors who may be involved in making "reasonable suspicion" decisions as to whether or not an employee may be fit for duty based on observable behavior and should receive a drug and/or alcohol test are required to receive approximately 60 minutes of approved training on controlled substance use, alcohol misuse and reasonable suspicion determinations. This training will be provided by a contractor and will cover the physical, behavioral, speech and performance indicators of use of controlled substances and of probable alcohol misuse.

j. All employees will receive educational material which explains the requirements, policies and procedures of the drug and alcohol testing program. This information will contain prohibitions, consequences, and information on the effects and symptoms of drug and alcohol use. Employees are required to sign a certificate indicating they have received this information. If employees refuse to sign the form indicating they have received this information, they will be subject to appropriate discipline. If employees refuse to sign the forms necessary for them to be tested or refuse

to be tested for controlled substances and/or alcohol, the employee will have been deemed to have tested positive and will be subject to the provisions of h. above.

k. All drug and alcohol testing required by this policy, except for return to duty testing, is considered to be conducted on duty time and thus employees are in compensable status for all time spent providing a urine or breath sample, including travel time to and from the collection site.

l. An employee removed from duty pending the outcome of a reasonable suspicion controlled substance test may use Combined Leave, Annual Leave, Personal Leave or Leave Without Pay. If the test result is negative, the employee will be made whole for any wages lost, or paid leave used.

m. If an employee is removed from duty and referred to treatment following a positive test for controlled substances and/or alcohol, he/she may use paid sick leave or sick leave without pay consistent with the provisions of the collective bargaining agreement.

2. DEFINITIONS

a. Alcohol. The intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or other low molecular weight alcohols, including methyl and isopropyl alcohol.

b. Alcohol use. The consumption of any beverage, mixture, or preparation. For employees in the CDL program this definition also includes the consumption of any medication containing alcohol.

c. Breath Alcohol Technician (BAT). An individual who instructs and assists individuals in the alcohol testing process and operates an Evidential Breath Testing (EBT) device.

d. Controlled Substances. The controlled substances covered by this policy include cocaine, marijuana, opiates, phencyclidine (PCP), amphetamines, barbiturates, Benzodiapin and Quaaludes (Methaqualine).

e. Medical Review Officer (MRO). A licensed physician (medical doctor or doctor of osteopathy) employed by the contractor responsible for receiving laboratory results generated by an Employers drug testing

program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's confirmed positive test result together with the employee's medical history and any other biomedical information.

f. Evidential Breath Testing Device. A device approved by the National Highway Traffic Safety Administration for the evidential testing of breath.

g. Reasonable suspicion. A belief that the employee has violated the controlled substance and/or alcohol prohibitions, based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. Other indicators of reasonable suspicion include: (A) a positive reading from drug interdiction equipment; (B) A positive reaction from a

K-9 dog to an employee's property; and (C) notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.

h. Refusal to submit to testing. An employee who (a) refuses or fails to provide adequate urine for controlled substances testing without a valid medical explanation after the employee has received notice of the requirement for urine testing; or (b) refuses or fails to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing; (c) engages in conduct that clearly obstructs the testing process.

i. Positive Test:

1) Screening test cut off levels:

*a)	Marijuana	50 ng/ml
*b)	Cocaine	300 ng/ml
*c)	Opiates	300 ng/ml
*d)	Phencyclidine	25 ng/ml
*e)	Amphetamines	1,000 ng/ml
**f)	Barbiturates	300 ng/ml
**g)	Benzodiazepine	300 ng/ml

**h) Quaaludes (Methaqualine) 300 ng/ml

2) Confirmatory test cut off levels:

- *a) Marijuana 15 ng/ml
- *b) Cocaine 150 ng/ml
- *c) Opiates 300 ng/ml
- *d) Phencyclidine 25 ng/ml
- *e) Amphetamines 500 ng/ml
- **f) Barbiturates 200 ng/ml
- **g) Benzodiazepine 200 ng/ml
- **h) Quaaludes (Methaqualine) 200 ng/ml

*These cutoff levels are established consistent with the Mandatory Guidelines for Federal Drug Testing Programs and are subject to change by the Department of Health and Human Services (DHHS). When advances in technology or other considerations warrant identification of these substances in other concentrations and the Department of Health and Human Services (DHHS) changes the Mandatory Guidelines for Federal Drug Testing Programs, the Drug Testing thresholds enumerated above will be changed as of the same effective date.

**These cutoff levels are established with acceptable certified laboratory testing standards and are subject to change when advances in technology or other considerations warrant identification of these substances in other concentrations and the certified laboratory standards are changed.

j. The selected contractor must use a Department of Health and Human Services certified laboratory.

3. RESPONSIBILITIES.

a. Department of Corrections will establish overall policy and administer the program activities by coordinating with the Union to ensure all program activities are coordinated and appropriate communication occurs. Specific responsibilities include:

- 1) Developing information material to be given to all employees to explain the drug and alcohol testing requirements and applicable policies regarding drug and alcohol use and the consequences.

- 2) Coordinating with the State Civil Service Commission and the Bureau of State Employment to ensure that employment/recruitment material includes information on the drug and alcohol testing requirements, and that procedures are established to deal with employees who fail the drug and/or alcohol tests.
 - 3) Ensuring that orientation information for covered employees reflects the policies, procedures, testing requirements, and consequences mandated by this program.
 - 4) Ensuring that all appropriate agency management are aware of drug and alcohol policy and program requirements, and that all aspects of the program policies and procedures are coordinated and implemented within the agency.
 - 5) Ensuring that appropriate agency procedures have been established to ensure that drug and alcohol testing occurs as required for:
 - a) Reasonable suspicion
 - b) Return to duty
 - c) Follow up
 - 6) In conjunction with the Office of Administration ensure that SEAP and the contractor share appropriate information and follow established policies and procedures.
- b.** Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that the drug and alcohol testing program is implemented, coordinated, and maintained in their respective institutions by:
- 1) Ensuring that all appropriate supervisors receive the MANDATORY training.
 - 2) Ensuring that appropriate records are maintained only by identified personnel and that strict confidentiality procedures are followed for the testing results.
 - 3) Ensuring that appropriate agency procedures are established for dealing with employees who test positive for drugs and/or alcohol.

c. Agency Personnel Officer is to assist Institution/Boot Camp/Corrections Community Center Coordinators in ensuring that all personnel program activities affected by the program requirements have been modified to meet these requirements which impact upon the recruitment, hiring, orientation, testing, training, transactions, discipline, labor relations and record keeping activities of the agency.

d. Selected Contractors are responsible for administering the drug and alcohol testing requirements, supervisory training, record keeping and reporting processes consistent with the signed contract and this policy.

e. The Department of Corrections is responsible for developing and/or obtaining educational/procedural materials relating to this program and disseminating such materials to all affected employees.

f. State Employees Assistance Program will coordinate the evaluation and referral of employees who have tested positive for controlled substances and/or alcohol with a substance abuse professional. SEAP will coordinate all aspects of evaluation, treatment and follow up and communicate appropriately with the employee, agency and contractor.

4. PROCEDURES

a. Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that all supervisors who may be involved in a "reasonable suspicion" determination are identified and trained in accordance with these procedures.

b. Reasonable Suspicion Testing for Observable Behavior.

1) An agency supervisor/manager, who has been trained in accordance with the regulations, must require an employee to submit to a controlled substance and/or alcohol test when the supervisor has reasonable suspicion to believe the employee has violated the controlled substance and/or alcohol prohibitions. Upon determining that reasonable suspicion due to observable behavior exists, the agency supervisor/manager should have another supervisor/manager who has been trained in accordance with the regulations, witness the observations.

2) The required observations for controlled substances and alcohol reasonable suspicion testing must be made by a supervisor or manager who is trained in accordance with the following requirements:

a) Supervisors/Managers designated to determine whether reasonable suspicion exists to require an employee to undergo controlled substance and/or alcohol testing must receive the Department of Corrections approved training on controlled substances, alcohol misuse and reasonable suspicion determinations.

b) The training provided by the contractor must cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

3) A written record must be made of the observations leading to a controlled substances and/or alcohol test, and must be signed by the supervisor/manager who made the observations. A separate independently written statement must be signed by the supervisor/manager who witnesses the observations. These reports must be made within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.

4) Department of Corrections must transport the employee to and from the testing site. The employee must be removed from duty until verified test results are received. If the test results are negative, the employee will be returned to work with back pay or the return of paid leave taken.

5) The employee is to be given a form which the employee must present to the testing facility prior to testing. This form will contain employee identification and notification information as well as the name of the agency contact person.

6) The employee must provide the testing site with positive identification in the form of a photo I.D.

c. Reasonable Suspicion for a positive reaction to drug interdiction equipment or a positive reaction by a K-9 dog to an employee's person and/or property or notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.

1) If an employee has a positive reaction to Drug interdiction equipment in accordance with the Department of Corrections Drug Interdiction Procedures Manual Policy Number 6.3.12, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.

2) If a positive reaction to an employee's person and/or property by a K-9 detects the presence of contraband in accordance with the Department of Corrections, Drug Interdiction Procedures Manual 6.3.12, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.

3) If the Department is notified that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.

d. Return to duty testing.

1) If SEAP has determined that the employee requires treatment, SEAP must certify to the agency that an employee identified as needing assistance in resolving problems associated with controlled substance use and/or alcohol misuse was evaluated by a substance abuse professional, the employee followed the rehabilitation program prescribed, and the employee has undergone a return to duty controlled substance test with a verified negative result.

2) Before an employee can be returned to duty, the employee must undergo both alcohol and a controlled substance returned to duty test with negative results.

e. Follow-up testing.

The employee shall be subject to a minimum of six unannounced follow-up controlled substance and/or alcohol tests as directed by the substance abuse professional during the 12 month period following the employees return to duty.

f. Positive controlled substance test results.

- 1) Upon confirmation of a positive test result, the employee may request a secondary split sample be sent to a different certified laboratory to be analyzed.
- 2) If an employee has a verified positive test for controlled substances, the Medical Review Officer will inform the employee and the agency contact person, in writing. Prior to verifying a positive result, the MRO will make every reasonable effort to contact the employee confidentially and afford the employee the opportunity to discuss the test result. If after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO shall contact a designated management official who shall direct the employee to contact the MRO as soon as possible (within 24 hours).
- 3) As soon as the agency is notified of a verified positive test result, the agency contact person must ensure that the employee is removed immediately from the performance of work.

g. Maintenance of Records.

- 1) The Contractor will be responsible for maintaining all records resulting from the administration of drug and alcohol tests under this program. These records will be maintained as outlined in the contract with DOC and will be consistent with the federal requirements.
- 2) The MRO will notify the employee, in writing, of both positive and negative drug and/or alcohol test results, and the specific controlled substances for which the test was verified positive.
- 3) With the employee's written consent, the Contractor will provide any of the testing information to another Employer.
- 4) The Department of Corrections is to establish internal confidential procedures to ensure that testing notifications, test results, and any other data pertaining to the drug and alcohol testing of employee are maintained in a locked file and are released only to authorized personnel as determined by the agency Coordinator.

h. Training.

- 1) The Contractor will provide drug and alcohol training to supervisors.
- 2) The Contractor or Agency Human Resource Office will notify Institution/Boot Camp contact persons where and when training will be conducted. This training is mandatory and it is the institution's responsibility to ensure that employees and supervisors receive this training. If an employee/supervisor is unable to participate in the scheduled training, the Institution/Boot Camp Coordinator should be notified and the Coordinator should make alternate arrangements through the employee to receive the training as soon as possible.
- 3) No supervisor should be involved in a reasonable suspicion determination unless the supervisor has received the required training.
- 4) Once the initial training is provided, new supervisors/managers of employees are to be provided the required training from the Contractor or Agency Human Resource Office within 60 days of becoming a supervisor/manager of these employees. Agency Coordinators shall contact the Contractor within 10 days of the employee becoming a supervisor and provide the names and locations of the supervisors/managers in need of training.
- 5) New employees will be provided educational material during their orientation regarding the policies and requirements of the drug and alcohol testing program. Prior to any testing, the employee will be provided with additional information. The employee will be required to sign receipt of any information and forms that are provided.

APPENDIX H

AWS TEMPLATE - INSTRUCTIONS FOR USE

This template is based on a standard schedule consisting of a 37.5-hour Monday through Friday work week, and delineates a 9 out of 10 AWS. With appropriate modification, it can be applied to AWSs in operations with other standard schedules (e.g., a 40 hour work week), and other AWS configurations (e.g., schedules providing for every other weekend off, 4-day work weeks, 10 consecutive work days, weekend and evening work and the use of seniority for bidding on work days and hours).

UNDERSTANDING BETWEEN

ORGANIZATIONAL ENTITY—OFFICE, FACILITY, ETC.

AND

FOP LODGE #92

FOR ALTERNATE WORK SCHEDULE: 9 OUT OF 10 DAYS

INTRODUCTION

This understanding is entered into between (organizational entity—e.g., office, facility, etc.), of the (agency name) and FOP LODGE #92, for the exclusive purpose of applying the provisions of Article 6, Section 8 of the Agreement between the Commonwealth and the Union in establishing an alternate work schedule (AWS).

The goals of this understanding are to improve the quality of work life of employees and improve the Employer's operational efficiency and/or delivery of service. The parties believe that the Union has demonstrated a reasonable expectation that this AWS will accomplish these goals, as described in the appendix to this understanding titled "Justification." It is agreed and understood that the AWS will not cause or require the Commonwealth to expend additional funds, add additional staff or budget for additional costs in order to comply with the conditions of this understanding. Further, there shall be no impairment of operational efficiency, jeopardizing of accreditation, or deleterious impact on standards of service (provision of care, etc.) posed by implementation of this understanding, nor shall this understanding provide for an unreasonable number of schedules. No additional benefits are to accrue to employees as a result of this AWS.

It is recognized that this understanding arises within the context of "meet and discuss," and all discussions conducted shall be in accordance with the meet and discuss provisions of the Agreement.

In accordance with Article 6, Section 8 of the Agreement, aspects of this understanding may be at variance with specific provisions of the Agreement. It is understood that Article 6, Sections 1, 3, and 7 are waived in order to establish this AWS. In addition, the parties recognize that all relevant contract language may not have been specifically waived in this understanding and agree that such provisions are waived to the extent that they conflict with the intent of the AWS.

This understanding is established without prejudice to the contractual rights of either party and shall set no precedent for any future action. The Agreement between the Commonwealth and FOP LODGE #92 remains in force and effect except as modified by this AWS.

TRIAL PERIOD AND EVALUATION

The schedule will be implemented on a six-month trial basis from ___¹ to _____. The parties recognize that an evaluation will be conducted by management at the conclusion of the trial period to ascertain the impact on cost, complement, efficiency, service to clients, and other appropriate program criteria, and to ensure that the goals stated in the Introduction and Justification Appendix have been met. Such evaluation will be submitted for review by the agency and Office of Administration before continuation of the AWS beyond the trial period can be authorized. Such continuation must be approved in writing and the terms of continuation will be appended to this understanding and will supersede this "Trial Period and Evaluation" section².

If the AWS is continued beyond the trial period, management will thereafter conduct an annual review to ensure that the goals stated in the Introduction and Justification Appendix continue to be met. However, the requirement for such annual review does not preclude management's performance of additional reviews at any other point. The results of any and all reviews shall be reported to the agency and the Office of Administration.

ELIGIBILITY

Employees eligible for participation in the AWS are ____³. Employees may not participate in alternate scheduling during their contractual initial hire and promotional probationary periods with the Commonwealth. Management may authorize exceptions to this requirement for valid reasons.

It is understood that the AWS is not a substitute for adherence to time and attendance policies. Participation is dependent on maintaining positive leave balances. Management shall have the right to disqualify an employee from initial or continued participation in any AWS when documented abuse of time and attendance policy (defined as imposition of discipline and/or leave restriction) has occurred or the employee's productivity has deteriorated because of having to work extended work hours/days on a continuing basis. Disqualification is not considered discipline and the provisions of Article 6, Section 5 and Article 21, Section 1 shall not apply when the employee reverts to the standard schedule. Meet and discuss shall be the appropriate forum for resolution of disputes arising from such

disqualifications; however, the grievance procedure will remain available for appeals of any attendant disciplinary action.

SCHEDULES⁴

The "standard" schedule will continue to be _____⁵. Employees who do not participate in an AWS will continue with the standard schedule or their current staggered version of the standard schedule⁶, subject to the provisions of Article 6, Section 5.

Staggered Work Hours Schedules⁷

It is understood that a staggered work hours schedule is not an AWS and that the decision to establish/continue a staggered work hours schedule is exclusively management's and not subject to the terms of Article 6, Section 8 or this understanding. A "staggered work hours schedule" for the purpose of this understanding is a schedule in which employees work 7.5 consecutive hours per day (exclusive of a meal period) for five (5) consecutive days in a work week, and that has differing start and/or end times for these 7.5-hour shifts.

Employees may be assigned to or select from the following schedules that consist of 7.5 work hours each day (37.5 hours per week) with an unpaid meal period as indicated. Assignments to shifts will be made by seniority in accordance with Article 29, Section 11. Management will determine the number of employees that can be accommodated on each shift and may adjust shifts in accordance with the provisions of Article 6, Section 5.

One-Half Hour Meal Period Monday through Friday

7:30 a.m. to 3:30 p.m.
8:00 a.m. to 4:00 p.m.
8:30 a.m. to 4:30 p.m.
9:00 a.m. to 5:00 p.m.

One Hour Meal Period Monday through Friday

7:30 a.m. to 4:00 p.m.
8:00 a.m. to 4:30 p.m.
8:30 a.m. to 5:00 p.m.
9:00 a.m. to 5:30 p.m.

Alternate Work Schedules

Eligible employees may select a schedule that allows them to work nine out of ten workdays in a two week (14 day) pay period. This will consist of one 40 hour work week (five days of eight hours each, exclusive of a half hour meal period) and one 35 hour work week (four days of eight hours and forty-five minutes each, exclusive of a half hour meal period). Options are as follow:

	Week 1	Week 2
Option	Five Day Week (8 hours)	Four Day Week (8 hours 45 min.)
1)	7:15 a.m. to 3:45 p.m.	7:15 a.m. to 4:30 p.m.
2)	7:30 a.m. to 4:00 p.m.	7:30 a.m. to 4:45 p.m.
3)	7:45 a.m. to 4:15 p.m.	7:45 a.m. to 5:00 p.m.

	Four Day Week (8 hours 45 min.)	Five Day Week (8 hours)
4)	7:15 a.m. to 4:30 p.m.	7:15 a.m. to 3:45 p.m.
5)	7:30 a.m. to 4:45 p.m.	7:30 a.m. to 4:00 p.m.
6)	7:45 a.m. to 5:00 p.m.	7:45 a.m. to 4:15 p.m.

The non-scheduled work day during the four day week may be any day of the week. Management will determine the number of employees scheduled to work each day, and the number of employees off on a given non-scheduled workday is subject to management's approval.

SCHEDULE SELECTION

Schedules will be developed and selected no later than 30 days prior to the beginning of each AWS scheduling period, which shall be ___ months in length.⁸

At the same time as employees select their AWS shift, they shall also request approval for a reversion schedule from among those schedules listed in the above provisions regarding staggered work hour schedules. Selection preference will be governed per the parameters described in those provisions. The reversion schedule is the schedule which shall be in effect for the employee for any period during which the AWS is not in effect.⁹

Employees in an active pay status will be given their preference of AWS shift and non-scheduled workdays in order of bargaining unit seniority within the applicable work unit as defined by local parties. In the event of a tie, order of choice will be determined by lot. The schedule selected will remain fixed for the ___ month AWS scheduling period except that an employee may, with supervisory approval, revert to his/her pre-selected standard schedule. The provisions of Article 6, Sections 5 and 7, and Article 21, Section 1 are waived in cases of reversion. After such reversion, re-entry into the AWS during the remainder of the scheduling period cannot be guaranteed and is subject to management's discretion.

Employees entering the work unit after the selection has occurred, if they meet the eligibility requirements and choose to work an alternate work schedule, will be afforded such a schedule subject to management's determination of an ability to place them on one, and if so, subject to management's determination of where the need exists. If such entry into a work unit is due to the involuntary transfer of an employee who was an AWS participant in his prior work unit, and his AWS schedule cannot be continued in the new unit, management and the local union will meet and discuss to explore alternatives. Article 6, Section 5 and Article 21, Section 1 are waived in effecting such placement for these employees.

After the initial scheduling period, for which schedules will be selected by seniority as noted above, the choice of schedule shall be rotated for each successive six-month scheduling period. That is, in the second six-month scheduling period, the most senior employee shall choose last and the second most senior employee shall choose first, and so on. In the third scheduling period, the second most senior employee shall choose last, the third most senior

shall choose first, and so on. Article 29, Section 11 is waived.¹⁰

SCHEDULE ADJUSTMENTS

In furtherance of the goals of this AWS, management has the option to adjust hours/schedules for individual/groups of employees when necessary for training, operational needs, and/or emergency purposes. Such adjustment may include reversion to the standard or a staggered work schedule if maintaining the AWS is not feasible. When possible, management will inform employees of such schedule change at least 2 weeks in advance. Article 6, Sections 5 and 7, and Article 21, Section 1 are waived in the event of a schedule change made pursuant to this paragraph.¹¹

Employees scheduled for disciplinary suspension; for attendance at meetings, hearings, and training sessions; or for other special circumstances that cannot be accommodated within the AWS; or who are on approved paid leave or leave without pay that cannot be accommodated within the AWS or is disruptive to operations shall revert to the standard or their pre-selected staggered shift schedule during the pay periods the suspension, special assignment or circumstance, or leave is in effect. When reversion occurs, employees shall charge annual or compensatory leave for any difference between the number of hours required to be worked under their AWS and the number of hours actually worked on their standard schedule. The provisions of Article 11, Section 2 and Article 13, Section 3 shall not be applicable to leave used for this purpose. In effecting such reversion, there shall be no requirement to apply the provisions of Article 6, Sections 5 and 7 and Article 21, Section 1.

STAFFING

Management shall determine the number of employees who can be accommodated into the AWS program during any scheduling period. It is understood that staffing is a management function and that the work unit must be adequately staffed on a regular basis. Adequate managerial and supervisory oversight as determined by management must be maintained. Neither managerial nor supervisory staff shall be mandated to select an AWS or required to work in a lower classification or any other unit in order that an AWS selection can be accommodated. Article 6, Sections 5 and 7, and Article 21, Section 1 are waived in the event termination of the AWS is required due to the lack of adequate managerial/supervisory oversight. Disputes arising from the application of this paragraph shall be handled through the meet and discuss process and not the grievance procedure.

Employees who choose to participate in the AWS program acknowledge that their work assignments may be varied to accommodate the change in hours of work. Management, however, shall not be obligated to change work assignments or location in order to accommodate employee requests for or changes to this AWS.

COMPENSATION AND OVERTIME

Employees selecting an alternate work schedule shall continue to receive a paycheck for 75

regular hours in each biweekly pay period, even though employees will work both more and fewer than 37.5 regular hours in each week of a pay period. An employee not in compensable status for 75 hours in a pay period shall be entitled to compensation only for the hours in compensable status.

Time and one-half will be paid for work in excess of one-half hour beyond the scheduled work shift or in excess of 40 hours in a work week. Work performed on the non-scheduled workday will not be considered as work performed on a scheduled day off for purposes of determining entitlement to double time.

For equalization purposes, overtime will be considered as work in excess of the scheduled work shift. Any obstacle to management's ability to equalize that is the result of the alternate work schedule is not grievable, but will be resolved through meet and discuss.

Conflicting provisions of Article 21, Sections 1, 3, and 5 are waived.

REST PERIODS

Employees shall be permitted an uninterrupted 15 minute paid rest period during each 1/2 work shift, provided a minimum of three (3) hours is worked in that one half shift. Scheduling of rest periods will be in accordance with Article 7 of the Agreement. Any conflicting provisions of Article 7 are modified as above or waived as appropriate.

MEAL PERIODS

All employees shall be granted an unpaid meal period as set forth in the particular AWS work schedules they are on, which shall fall within the third and sixth hours, inclusive, of the workday unless otherwise approved by the employer or unless emergencies or operational need requires a variance. The meal periods will begin at a time established by management. All requests to modify the time of a meal period require management approval. Conflicting provisions of Article 8 are modified as above or waived as appropriate.

HOLIDAYS¹²

OPTION 1¹³

Payment for an un-worked holiday shall consist of 7.5 hours at the straight time rate. When a holiday occurs during the pay period in which a holiday falls, employees shall revert to their pre-selected standard schedule for their entire pay period. The provisions of Article 6, Sections 5 and 7 and Article 21, Section 1 are waived in the event of reversion.

OPTION 2¹⁴

Compensation for a Holiday Falling on a Scheduled Work Day that is Not Worked:

A holiday falling on scheduled work day, but on which the employee does not work, will be compensated at the straight rate of pay in an amount equal to the number of hours in the employee's standard schedule.

Compensation for a Holiday Falling on a Regular Day Off (including a Non-Scheduled Work Day) that is Not Worked:

Paid time off up to the number of hours in the employee's standard schedule, at the straight time rate, will be awarded for a holiday other than a special holiday falling on a regular day off, and will be scheduled by management if the employee's request cannot be granted. Article 6, Section 5 shall not apply.

Compensation for Work on a Holiday:

Employees who work an AWS shift on a holiday other than the day after Thanksgiving or a special holiday will be compensated for the number of hours worked equal to the number of hours in the employee's standard work shift at one and one-half times the employee's regular hourly rate of pay, with the remaining time worked up to one-half hour beyond the number of hours in their AWS shift paid at the straight time rate. Hours worked in excess of one-half hour beyond the number of hours in the AWS shift shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay. The employee will receive paid time off for all hours worked on the holiday up to the number of hours in the employee's standard work shift.

Employees who work an AWS shift on the day after Thanksgiving or a special holiday will be compensated at their straight time rate for all hours worked up to one-half hour beyond the number of hours in their AWS shift. Hours worked in excess of one-half hour beyond the number of hours in their AWS shift shall be paid at the rate of one and one-half the employee's regular hourly rate of pay. The employee will receive paid time off for all hours worked on the holiday up to the number of hours in the employee's standard work shift.

General:

The difference in the work hours between the standard shift and the AWS shift must be reconciled by the application of annual, personal, or compensatory leave. The use of annual, personal, or compensatory leave in this fashion shall not be subject to selection by seniority, nor shall such hours be regarded as hours worked for the purpose of computing overtime. Conflicting provisions of Article 10, Section 2 (Paragraph 2); Articles 11 and 13; and Article 21, Section 2 are waived. Leave without pay shall not be granted in lieu of using annual, personal, or compensatory leave. If annual, personal, or compensatory leave is exhausted, leave without pay under Article 17, Section 1 will be charged and the employee may be returned at management's discretion to the standard schedule for the remainder of the scheduling period without the requirements of meet and discuss and two weeks' notice and without liability. Such reversion will occur with the start of the next pay period. Reversion shall not be considered discipline. Repeated instances of exhaustion of paid leave and resultant use of Article 17, Section 1 leave without pay will be grounds to bar participation in the AWS in future scheduling periods. The parties agree to attempt to equalize holiday assignments but recognize that this AWS may preclude the strict application of Article 10, Section 10. Meet and discuss, in lieu of the grievance procedure, will be the appropriate means of resolving disputes related to holiday equalization. Conflicting provisions of Article 10, Sections 2 (paragraph 2) and 10 are waived.

LEAVE ADMINISTRATION

Sick and annual leave will be earned in accordance with the schedule outlined in the Agreement. All time that an employee is absent from work will be charged appropriately on an hour-for-hour basis.

Five (5) days of sick family time, as defined in the Agreement, shall consist of 37.5 hours. Three (3) and/or five (5) days of sick bereavement leave, as defined in the Agreement, shall consist of 22.5 hours and 37.5 hours respectively. Fifteen (15) days of military leave, as defined in the Agreement, shall consist of 112.50 hours. A personal leave, civil leave, and administrative leave day shall consist of a maximum of 7.5 hours. Due consideration will be given to each employee's request for annual or personal time to allow 3 and/or 5 full days of sick bereavement. It is understood that when annual or personal leave is used to supplement sick bereavement or sick family leave, conflicting provisions of Article 11, Sections 2 and 5 and Article 13, Sections 3 and 5 are waived. Civil or administrative leave granted on an AWS shift that exceeds 7.5 hours must be supplemented by annual, personal or compensatory leave to cover the remainder of the shift. Employees requesting any type of leave shall be required to note in the "remarks" section of the leave request their starting and quitting times for the day(s) requested off. Management may deny requests for or cancel approved leave in order to ensure coverage under this AWS.

CLASSIFICATION

Employees shall be eligible for higher classification pay provided they have worked a minimum of 7.5 hours per work day in the higher classification and have worked this minimum for at least five full work days (7.5 hours per workday) during a calendar quarter. Conflicting provisions of Article 27 are waived.

DISPUTE RESOLUTION

Disputes regarding the application, meaning, or interpretation of this understanding will be resolved exclusively through the meet and discuss process at the local level. Grievance appeal rights under the Agreement between the Commonwealth and FOP Lodge #92 are not otherwise waived or modified.

For purposes of determining time frames for processing grievances, employees will be considered to be Monday through Friday employees.

TERMINATION

Management may cancel the AWS with a minimum of 15 days' notice to the Union if it is reasonably determined that the AWS is not meeting the goals described in the Introduction and/or the Justification Appendix, or if the criteria used to initiate the AWS have materially changed. The parties shall meet and discuss upon request regarding the reason(s) for terminating the alternate work schedule.

In the event, however, that increased costs or increased staffing needs result; operational

efficiency, accreditation, certification or standards of service are adversely affected; or emergency situations arise, management reserves the right to immediately void the AWS understanding and revert to the standard schedule. Such reversion will be free of financial or other liability, and will occur without triggering relevant requirements of Articles 6 and 21. Whenever possible, management shall meet and discuss with the union to discuss the necessity of taking such action prior to terminating the alternate work schedule. If this is not possible, management shall meet and discuss with the union as soon as possible thereafter.

Termination of this AWS is not grievable, and its implementation and continuation is subject to the mutual agreement of the parties. The Union may appeal a termination through the resolution process set forth in Article 6, Section 8.

SIGNATURES

FOP Lodge #92 BA Date

Local Management Date

FOP Lodge #92 Date

Agency Rep Date

Office of Administration Date

APPENDIX TO AWS—JUSTIFICATION FOR ALTERNATE WORK SCHEDULE¹⁵

Summary description of operation and services provided:¹⁶

Operational and/or service delivery improvement to be obtained from AWS:¹⁷

Measurement methodology:¹⁸

Targets/goals:¹⁹

ATTACHMENT TO AWS (TEMPLATE)²⁰

UNDERSTANDING BETWEEN

ORGANIZATIONAL ENTITY—OFFICE, FACILITY, ETC.

AND

FOP LODGE #92

FOR ALTERNATE WORK SCHEDULE: 9 OUT OF 10 DAYS

CONTINUATION OF AWS BEYOND TRIAL PERIOD

With the approval of the continuation of this AWS beyond the trial period, the parties' signatures below affirm that this document will amend the original understanding by replacing its "Trial Period and Evaluation" section. It will be appended to the original understanding, all other terms of which shall remain in effect.

The continuation is effective on date. It is recognized that management will conduct a review and evaluation at the conclusion of each 12-month period to ascertain the impact on cost, complement, efficiency, service to clients, and other appropriate program criteria, and to ensure that the goals stated in the Introduction and Justification Appendix have been met. The results of such reviews/evaluations will be submitted to the agency and Office of Administration. However, the requirement for such annual review/evaluation does not preclude management's performance of additional reviews at any other point. The results of any and all reviews/evaluations shall be reported to the agency and the Office of Administration.

SIGNATURES

FOP Lodge #92 BA Date

Local Management Date

FOP Lodge #92 Date

Agency Rep Date

Office of Administration Date

1. The trial period should be a minimum of six months in length, but a longer one may be established.
2. See attachment to this template entitled "Continuation Beyond Trial Period." Upon written approval of continuation, this must be completed and appended to the AWS understanding.
3. Identify by bargaining or supervisory unit (insert alpha/numeric code) status, class, work location.
4. When developing the AWS, management and the union must set forth the shift schedule options that will be available. Examples of scheduling descriptions are contained below. The examples apply to employees whose standard schedule is Monday through Friday, 37.5 hours per week. Keep in mind that these schedules are only examples and the parties must establish the AWS schedules that will be available to employees and that satisfy the goals of the AWS, and that reflect the parameters of the standard schedule and the AWS being developed (e.g., 4 day work week for a 40 hour operation, etc.).

If a staggered work hours schedule is available, it must be clarified that it is not part of the alternate work schedule. In a staggered work hours schedule, shift starting/ending times are varied so that, for example, some employees may be scheduled to work 7:30 a.m.-4:00 p.m., others 8:00 a.m.-4:30 p.m., others 8:30 a.m.-5:00 p.m., etc. A staggered work hours schedule, when established, is governed by the provisions of Article 4, Hours of Work, exclusive of Section 12. If the staggered schedule involves waivers of shift preference (e.g., to accommodate rotation/periodic re-selection), it should be established via a separate local agreement; otherwise, shift assignment is made per Article 29, Section 11.

5. Describe the standard schedule, e.g., Monday through Friday, 8:30 a.m. to 5:00 p.m. with one hour unpaid lunch; or, 12:00 p.m. to 8:30 p.m. with half hour unpaid lunch.
6. Include reference to staggered work schedules if appropriate.
7. Include/delete staggered hours language as appropriate.
8. Scheduling periods are to be determined by the parties, but should be of sufficient length to avoid operational disruption and excessive administrative effort.
9. Include/delete this paragraph addressing staggered shifts as appropriate.
10. ROTATION OPTION – This paragraph can be added to the language above to allow less senior participants to have an opportunity for preferred schedules.
11. Include/delete reference to staggered shifts as appropriate.
12. When developing the AWS, the parties must select either OPTION 1 or OPTION 2. Whichever option is selected must apply to all employees who work an alternate schedule under the understanding.

13. OPTION 1 – This paragraph is used for reversion to the pre-selected standard schedule.
14. OPTION 2 – This paragraph and all following text under “Holidays” are used to continue the alternate work schedule when holidays occur.
15. This is to contain information about the basic business functions of the operation and how they will be positively affected by the AWS. It must describe the tangible, measurable outcomes that are expected to be achieved. These will vary across operations, but might include such things as operational cost-savings, increased revenues, greater access/expanded service for customers, improved resident care outcomes, better access to/distribution of work tools/resources to staff that enhances productivity. Details and cost analysis are needed.
16. Provide enough detail about aspects of operations/service affected by AWS to ensure reviewers’ understanding.
17. Describe specific, measurable, improved outcomes that will result from the AWS and why they cannot be achieved without the AWS.
18. Explain the production/outcome variables to be examined, how they will be captured and measured, and periods of time within which this will occur.
19. List quantified outcomes expected to be realized as a result of the AWS, contrasting these outcomes with those that would result without the AWS.
20. Upon written approval of continuation, this must be signed and appended to the AWS understanding. It then becomes part of the understanding.

APPENDIX I



PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY
P.O. BOX 3321
HARRISBURG, PENNSYLVANIA 17105-3321



July 31, 1990

E. Michael Fox
Special Assistant to Director
AFSCME Council 13
4031 Executive Park Drive
Harrisburg, PA 17111-1599

Dear Mr. Fox:

This will confirm our discussions regarding amendments to the AFSCME Master Agreement for represented employes at PEMA Headquarters and Area Offices in Hamburg, Selinsgrove, and Indiana.

Because of funding, mission responsibilities, and employe desires, scheduling flexibility in the Pennsylvania Emergency Management Agency is necessary and desirable. Therefore, the parties agree to the following amendments to Article 6, Hours of Work, and Article 20, Overtime, of the AFSCME Master Agreement. These amendments permit, with the supervisor's and employe's concurrence, adjusting an employe's work schedule through the use of compensatory time to accommodate required work performed outside regularly scheduled work hours.

- Employe, with supervisory approval, may adjust their work hours to accommodate personal needs. For example, an employe is required to travel from Harrisburg to Pittsburgh for an activity which concludes at 4:00 pm and for personal reasons desires to return home that evening rather than staying overnight. If the supervisor approves, the employe may return home that evening and then adjust his/her work schedule later that week to compensate for the extra hours. Using this same example, the employe, with supervisory approval, could also elect to delay the start of his/her work day. This compensatory time off earned for work in excess of 8 hours in a work day will be scheduled at a mutually convenient time on an hour-for-hour basis during the same work week in which it is earned.
- Management may adjust an employe's designated work schedule with the employe's consent to accommodate an activity outside normal work hours. Such assignments might be evening meetings, training sessions or other required activities. For example, if an employe scheduled to work from 8:00 am to 4:00 pm is requested and agrees to attend an activity scheduled for 7:00 to 10:00 pm, his/her hours for that day may be adjusted to 2:00 to 10:00 pm. The employe may then return to work the following day at his/her regular starting time without the agency incurring an overtime liability.

E. Michael Fox
Page 2

- Requirements to meet and discuss every schedule change are waived; however, AFSCME representatives may conduct periodic reviews of the agency's application of this provision.
- AFSCME approval of each instance of employe-requested compensatory time is also waived; however, agency compensatory leave records will be available for periodic review by Union representatives.

These amendments will not affect existing provisions related to changes in schedule necessitated by emergencies nor the Employer's right to require and compensate appropriately for mandatory overtime.

These amendments shall not serve as a precedent or prejudice the contractual rights of either party. This agreement may be terminated with 60 days notice by either party. Both sides agree to meet and discuss over issues arising as a result of this agreement.

Sincerely,

Joseph L. LaFleur
 Joseph L. LaFleur
 Director

Agreed to by:

Gerald A. LeClaire
 Gerald A. LeClaire
 Director
 Bureau of Labor Relations
 Office of Administration

07-26-90
Date

E. Michael Fox
 E. Michael Fox
 Special Assistant
 to the Director
 AFSCME Council 13

8-17-90
Date

(Tele: 717/783-8150)

cc: Chris Dunlap, OA



PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY
P.O. BOX 3321
HARRISBURG, PENNSYLVANIA 17105-3321

RECEIVED
BUREAU OF
LABOR RELATIONS



DEC 12 2 59 PM '90

December 11, 1990

Mr. Michael Fox
Assistant to Executive Director
AFSCME, Council 13
4031 Executive Park Drive
Harrisburg, PA 17111-1599

Dear Mr. Fox:

This will confirm our agreement to amend the July 31, 1990 side letter to read as set forth below. Except as indicated here, the terms of the July 31 letter will remain in effect. Please execute below to indicate your concurrence with these changes.

As you requested, we have reviewed our Request for Approval, Overtime/Compensatory Time form since you indicated that completion of one part of the form was presenting difficulties for employes you represent. This form is designed to be completed by supervisors and not employes. Since the Executive Office approves all overtime, the questions on adjusted work schedule were added to assure upper level management that supervisors were considering adjusted work schedules as an alternative to overtime. The purpose was not to determine why employes did not agree to adjusted work schedules. However, we are willing to adjust the form to eliminate employe concerns and will simply ask whether adjusted work schedule was considered as an alternative. The question "If no, why not" will be removed. These changes should eliminate your concern regarding the appearance of employes being required to explain their reason(s) for not electing adjusted work schedule.

Per your suggestion, the language in the agreement will be amended to clarify certain references to compensatory time, as follows:

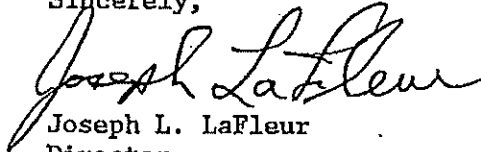
"Because of funding, mission responsibilities, and employe desires, scheduling flexibility in the Pennsylvania Emergency Management Agency is necessary and desirable. Therefore, the parties agree to the following amendments to Article 6, Hours of Work, and Article 20, Overtime, of the AFSCME Master Agreement. These amendments permit, with the supervisor's and employe's concurrence, adjusting an employe's work schedule to accommodate required work performed outside regularly scheduled work hours.

Michael Fox
Page 2

-Employees, with supervisory approval, may adjust their work hours to accommodate personal needs. For example, an employe is required to travel from Harrisburg to Pittsburgh for an activity which concludes at 4:00 pm and for personal reasons desires to return home that evening rather than staying overnight. If the supervisor approves, the employe may return home that evening and then adjust his/her work schedule later that week to compensate for the extra hours. Using this same example, the employe, with supervisory approval, could also elect to delay the start of his/her work day. This adjustment for work in excess of 8 hours in a work day will be scheduled at a mutually convenient time on an hour-for-hour basis during the same work week in which the hours in excess of eight (8) were worked.

-Management may adjust....."

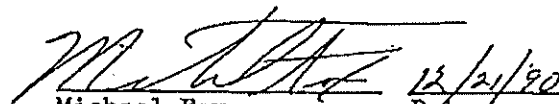
Sincerely,



Joseph L. LaFleur
Director



Gerald A. LeClaire Date
Director
Bureau of Labor Relations



Michael Fox Date
Special Asst. to the
Director, AFSCME Council 13

JJL/KM/llm (tele: 717/783-8150)



EXECUTIVE OFFICES
OFFICE OF ADMINISTRATION
BUREAU OF PERSONNEL
517 Finance Building
Harrisburg, PA 17105

February 4, 1994

Ms. Karen Black
AFSCME Council 13
4031 Executive Park Drive
Harrisburg, Pennsylvania 17111-1599

Re: Job Evaluation Committee
Health Facility Quality Examiner
Health Facility Quality Examiner Supervisor

Dear Ms. Black:

It is proposed that the Job Evaluation Committee issue involving the above referenced classifications be resolved in the following manner:

1. The Health Facility Quality Examiner class specification will be revised based on the attached proposed specification.
2. The Health Facility Quality Examiner and Health Facility Quality Examiner Supervisor pay ranges will be revised from 7 to 8 and 8 to 9 respectively effective January 8, 1994.
3. Employees in the Health Facility Quality Examiner and Health Facility Quality Supervisor classifications will have their rates of pay adjusted two (2) pay steps and then be placed in the higher pay ranges at that same rate, except for those employees whose salaries would be below the minimum step of the higher pay range. Such employees will be brought to the minimum step of the higher pay range. These salary adjustments will be effective January 8, 1994.

4. Health Facility Quality Examiners and Health Facility Quality Examiner Supervisors who are employed in the Nursing Home Program within the Long Term Care Division and who have passed all modules of the Surveyor Minimum Qualification Test (SMQT) by June 30, 1994 shall be eligible for a \$1,500 gross cash payment to be paid in July of 1994. Such employees shall be eligible for similar payments in July of subsequent years provided they have maintained employment in the Nursing Home Program for the entire fiscal year and have been in compensable status for at least 1,467 hours during the fiscal year.
5. Health Facility Quality Examiners and Health Facility Quality Examiner Supervisors who are employed in the Nursing Home Program within the Long Term Care Division who pass all modules of the Surveyor Minimum Qualification Test (SMQT) after June 30, 1994 shall receive their initial \$1,500 gross payment the next July provided they are employed in the Nursing Home Program as of June 30 and have been in compensable status at least 75% of the time between their passage of all modules and June 30. Continued payments beyond the initial payment will be based on the eligibility criteria set forth in #4 above.
6. Health Facility Quality Examiner vacancies in the Nursing Home Program will be first made available to Health Facility Quality Examiners in other program areas based on the greatest Master Agreement seniority.
7. These actions dispose of all outstanding issues before the Job Evaluation Committee on these classifications and it is understood that these actions do not set a precedent or prejudice the contractual rights of either party.

If you concur with this proposed, please sign in the space provided below and return an executed copy to my office for further processing.

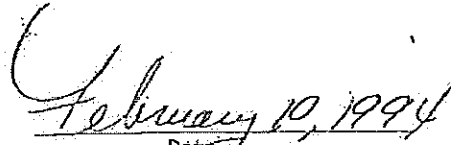
Sincerely yours,



Ralph Winters
Chief of Classification and Pay



Union Signature



Date

cc: Charles T. Sciotto
Curtis MacConnell
Randy Breon
Andrew Major
File

Hours of Work for Office of Professional Responsibility

1. The workweek shall consist of five consecutive workdays in a pre-established work schedule. Investigators shall work 37.5 hours within this work schedule.

The workweek will generally be considered to be Monday through Friday. However, Investigators engaged in an active investigation in which interviews or other events occur, and which necessitates travel or contact before or after the normal workday, will respond to those events after reviewing the circumstances prior to the extension of the workday with his/her supervisor. This will include, but not be limited to witnesses' schedules, inmates; availability, surveillance, hearings, attorneys' requests, police or Board staff schedule, DOC employees' schedules and victims' schedules. When this occurs, Investigators, efficient of the operation permitting will take compensatory time at the straight time rate within the Monday through Friday workweek. For the purpose of computing overtime, the workweek will be from 12:01 a.m. Saturday to 12:00 a.m. the following Saturday.

An employee whose regular work schedule is Monday through Friday through the year shall not have that schedule changed to other than a Monday through Friday schedule except for a legitimate operational reason which is not arbitrary or capricious.

2. Paid overtime or compensatory time at the appropriate rate will be paid to the investigator when the investigator works more than 37.5 hours in a workweek. Supervisory approvals either before the overtime is worked or after the fact is an emergency situation, is necessary in order to be compensated for the overtime. A form for the supervisory approval/disapproval of overtime will be developed.
3. The decision of the investigator to respond to an investigation outside of the Monday through Friday work schedule may be reviewed by a supervisor. If the supervisor disagrees with the investigator's decision, the investigator will be paid for the time. The investigator will be instructed not to respond if the factual situation should arise again unless specific supervisory approval has been granted. If the investigator should respond after specific instructions, the investigator will not be compensated.
4. Employees who have been called into work by their supervisor outside of their regular shift schedule shall be paid in accordance with Article 22 of the Master Agreement.
5. The Union agrees that compensatory time at the appropriate rate may be granted in lieu of premium overtime with the mutual agreement of the employer and the employee.
6. Investigators will not be required to split their compensatory time off earned as a result of the employee controlled hour workweek between days for the sole purpose of appearing for work.

7. An investigator's 37.5 hours may not be accumulated in total in the first three days of the workweek (Monday – Friday), except for a legitimate operational reason which is not arbitrary or capricious, and only with supervisory approval.
8. Time worked and/or anticipated time worked for the purpose of computing overtime shall be calculated in accordance with Article 20, Section 2 of the Master Agreement.
9. The \$8.00 meal allowance required by Article 8, Section 2 of the Master Agreement will be paid only when an Investigator is required to work more than 2 hours after their normal shift and have not had notice of such work requirement at least two hours before the commencement of their regular shift.
10. This agreement may be terminated by either part upon serving thirty days notice of the decision to terminate to the other party. Upon termination, the parties will revert to the appropriate Master Agreement contract language.

Aug 7, 2002

EXECUTIVE BOARD

RESOLUTION # CB-02-238
August 30, 2002

WHEREAS, the Commonwealth of Pennsylvania entered into a side letter of agreement with the American Federation of State, County, and Municipal Employees concerning a proposal to change the headquarters from an Office of Employment Security Local Office to the employee's home for certain Employment Security classifications; and

WHEREAS, this side letter provides a monthly stipend to certain Employment Security employees who provide an office in their homes to be used for Commonwealth business; Therefore, be it

RESOLVED, That the signed copy of the agreement entered into between the Commonwealth of Pennsylvania and the American Federation of State, County, and Municipal Employees on August 7, 2002, is attached hereto and made part of this resolution; and, be it further

RESOLVED, That this resolution shall be effective January 1, 2002.

RECEIVED AUG 16 2002



COMMONWEALTH OF PENNSYLVANIA
EXECUTIVE OFFICES
HARRISBURG

NANCY DERING MARTIN
DEPUTY SECRETARY FOR
HUMAN RESOURCES AND MANAGEMENT

August 7, 2002

Mr. Edward J. Keller
Executive Director
AFSCME Council 13
4031 Executive Park Drive
Harrisburg, PA 17111-1599

Dear Mr. Keller:

The parties have met and discussed over a proposal to change the headquarters from an OES Local Office to the employee's home for Employment Security Audit and Investigation Trainees, Employment Security Audit and Investigation Specialists and Employment Security Audit and Investigation Supervisors. This change will apply to employees in the above referenced classifications except for those headquartered in the City of Philadelphia or the Labor and Industry Central Office.

Employees headquartered in their homes will be expected to provide an office in their home to be used for Commonwealth business. In return for providing such an office, the Commonwealth will provide the employee with a monthly stipend of \$50.00 effective January 1, 2002.

If you concur with this agreement, please sign the enclosed copies and return two (2) original signatures to the Bureau of Labor Relations.

Sincerely,

Nancy Dering Martin
Deputy Secretary for Human Resources and Management

Edward J. Keller, AFSCME

8/16/02
Date

copy: Secretary Fritz Bittenbender
Donald O. Adams
Carol S. Scott
Lisa Sanno

for AFSCME

SIDE LETTER OF AGREEMENT

PEMA/AFSCME Council 89

Per discussion at the August 5, 2003 Labor Management meeting regarding management's desire to include all Emergency Management Specialists (EMS) in PEMA's Regional Offices to volunteer for overtime in the Emergency Operation Center, the following agreement with AFSCME Council 89 will be applied:

- All EMS's in PEMA's Regional Offices will be afforded the opportunity to be placed on the EMS voluntary overtime list during each half calendar year regardless of the union local in which the EMS resides. In accordance with the AFSCME Master Agreement, Article 20, Section 5, employees must submit a written statement of their willingness to work overtime during each equalization period.
- Voluntary overtime will be granted provided the overtime does not interfere with regular work schedules.
- EMS's in all Regional Offices will not be placed on the mandatory overtime list due to the location of their regularly assigned headquarters.

It is understood that this agreement is non-precedent setting. Please acknowledge by signing the attached signature sheet and return to PEMA Human Resource Office. Upon obtaining all signatures, PEMA will forward a copy of this to Council 89.

EXECUTIVE BOARD RESOLUTION

**RESOLUTION NO. CB-08-262
September 22, 2008**

WHEREAS, the Board of Probation and Parole has experienced excessive turnover among employees classified as Parole Agents 2 who are headquartered in Philadelphia County; and

WHEREAS, the Commonwealth entered into an agreement with the American Federation of State, County and Municipal Employees that establishes a new compensation program for Parole Agents 2 and Parole Supervisors headquartered in Philadelphia County; and

WHEREAS, to maintain pay equity, it has been determined that the terms and conditions of this agreement be provided to employees classified as Probation and Parole District Director 2 and Probation and Parole Deputy District Director who are headquartered in Philadelphia County;

Therefore, be it

RESOLVED, That the Agreement entered into between the Commonwealth and the American Federation of State, County and Municipal Employees on September 5, 2008, is attached hereto and made part of this Resolution; and, be it further

RESOLVED, That the terms and conditions of the attached Agreement shall apply to employees classified as Probation and Parole District Director 2 and Probation and Parole Deputy District Director who are headquartered in Philadelphia County; and, be it further

RESOLVED, That this Resolution shall be made effective September 13, 2008, and shall continue in effect through June 30, 2011, and thereafter, unless rescinded by this Board.

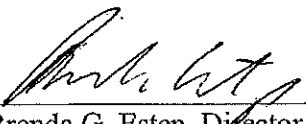
~~~~~  
**NOTE:**

Although not included in the AFSCME Sideletter dated 9/3/2008, nor the Executive Board Resolution No. CB-08-262 dated 9/22/2008, Board practice has been that the following job title also qualifies for the Philadelphia Wage Incentive:

- Institutional Parole Manager

The following job titles do not qualify:

- All clerical series
- Maintenance Repairman
- Parole Investigator
- Regional Director

  
\_\_\_\_\_  
Brenda G. Estep, Director  
Bureau of Human Resources

3/28/11  
\_\_\_\_\_  
Date



COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICES  
HARRISBURG

DEPUTY SECRETARY FOR  
HUMAN RESOURCES AND MANAGEMENT

September 3, 2008

David Fillman  
Executive Director  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111-1599

Dear Mr. Fillman:

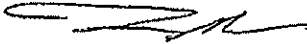
The Board of Probation and Parole has experienced excessive turnover among the ranks of Parole Agents 2 in Philadelphia County. This has resulted in demanding caseloads often supervised by some of the least experienced Agents. Therefore, in order to improve retention and to provide an incentive for Agents to remain in Philadelphia County, the Commonwealth proposes the following, effective September 13, 2008:

1. Parole Agents 2 and Parole Supervisors who are permanently employed and headquartered in Philadelphia County and have served two years, but less than four years combined service in these classifications, shall receive an additional \$1.35 per hour, beyond their base hourly rate of pay. The additional compensation shall be effective the first day of the first full pay period following the attainment of two years of combined service in the Parole Agent 2 or Parole Supervisor classifications. Those Parole Agents 2 and Parole Supervisors in Philadelphia County who have attained two years of service, but less than four years of combined service in these classifications, as of September 13, 2008, shall receive the additional compensation effective September 13, 2008.
2. Parole Agents 2 and Parole Supervisors who are permanently employed and headquartered in Philadelphia County and serve four years or more combined service in these classifications shall receive an additional \$2.70 per hour, beyond their base hourly rate of pay. The additional compensation shall be effective the first day of the first full pay period following the attainment of four years of combined service in the Parole Agent 2 or Parole Supervisor classifications. Those Parole Agents 2 and Parole Supervisors in Philadelphia County who have attained four years or greater combined service in these classifications, as of September 13, 2008, shall receive the additional compensation effective September 13, 2008.

3. Parole Agents 2 and Parole Supervisors who are permanently employed and laterally transfer into Philadelphia County or Parole Agents 2 who are promoted to Parole Supervisors into Philadelphia County, and who have served two years, but less than four years combined service in those job titles, shall receive an additional \$1.35 per hour, beyond their base hourly rate of pay. This additional compensation shall be effective the date of transfer into Philadelphia County.
4. Parole Agents 2 and Parole Supervisors who are permanently employed and laterally transfer into Philadelphia County or Parole Agents 2 who are promoted to Parole Supervisors into Philadelphia County, and who have served four years or more combined service in those job titles, shall receive an additional \$2.70 per hour, beyond their base hourly rate of pay. This additional compensation shall be effective the date of transfer into Philadelphia County.
5. Parole Agents 2 and Parole Supervisors who either transfer out of Philadelphia County or the PBPP shall relinquish the additional compensation outlined in 1 through 4 above, effective the date of transfer.
6. Parole Agents 2 and Parole Supervisors who are on any form of leave without pay, with the exception of military leave without pay, shall have their date of eligibility for the additional compensation outlined in 1 through 4 above extended by the length of leave without pay.
7. Effective July 1, 2009, the \$1.35 and \$2.70 additional compensation shall be increased to \$1.40 per hour and \$2.80 per hour, respectively.
8. Effective October 1, 2010, the \$1.40 and \$2.80 additional compensation outlined above shall be increased to \$1.45 per hour and \$2.90 per hour, respectively.
9. Parole Agents 2 and Parole Supervisors who are entitled to temporary higher class pay consistent with the eligibility criteria in the Master Agreement and Master Memorandum shall have their out of class pay calculated on their regular base hourly rate, and that calculation shall not include the additional hourly compensation described above.
10. The additional compensation provided for in this agreement shall be included in the employee's base rate for the purposes of overtime calculation.

This agreement shall continue in effect through June 30, 2011 and thereafter, unless either party gives notice in writing that it intends to end it, in which case a sixty (60) calendar day notice shall be required before termination occurs. The Commonwealth agrees to meet and discuss with the union regarding the applicability of future general pay increases to the amounts of the additional compensation listed above. It is understood that this agreement is not precedent setting and that it does not prejudice the contractual rights of the Commonwealth or AFSCME. Please indicate your agreement to this proposal by signing below.

Sincerely,



James A. Honchar, SPHR  
Deputy Secretary for Human Resources and Management



David Fillman, AFSCME

9/5/2008

Date

cc: Chairman Catherine McVey  
Brenda Estep  
Jay Gasdaska  
Gregg Matthews  
File



PENNSYLVANIA STATE POLICE  
DEPARTMENT HEADQUARTERS  
1800 ELMERTON AVENUE  
HARRISBURG, PA 17110

December 29, 2009

Mr. Michael Fox, Director  
AFSCME District Council 89  
150 South 43rd Street, Suite #2  
Harrisburg, PA 17111-5718

Re: Mr. Darrin Spann

Dear Mr. Fox:

This is to confirm the agreement reached by the Pennsylvania State Police and AFSCME District Council 89 in regard to the work schedules for Management Technicians and Intelligence Analysts working in the Pennsylvania Criminal Intelligence Center, Bureau of Criminal Investigation. The job code for Management Technicians is 08040 and they are part of the A4 bargaining unit represented by Local 2456. The job code for the Intelligence Analysts is 7805 and they are part of the G4 bargaining unit represented by Local 2608.

Major George Blvens, Captain Andrew Ashmar, and Mr. Richard Achey met with Mr. Darrin Spann on November 5, 2009, to discuss a scheduling problem that exists for this group of employees. Due to staffing shortages and a significant workload involving highly sensitive information, it is not operationally feasible to have these employees leave their work areas for a one half hour unpaid meal period and two 15 minute breaks during their shift. Therefore, the parties agreed that these employees would be scheduled to work an 8-hour shift without a meal period, modifying Article 8, Meal Periods, Section 1. This agreement will thereby maintain continuous coverage of the operations and compensation at the rate of 8 hours per shift.

If you concur, please acknowledge your agreement by signing below and returning a copy to the Labor Relations Section, Human Resource Management Division, Bureau of Human Resources. This agreement may be terminated by either party upon serving a 30 calendar-day notice of the decision to terminate to the other party. Upon such notification, the parties shall meet and discuss. If no agreement is reached within the 30 calendar days, this agreement shall expire and the provisions of the Master Agreement shall govern the parties.

Sincerely,

*Kim H. Studenroth*

Kim H. Studenroth  
Director  
Bureau of Human Resources

Signature

*1-19-10*  
Date

An Internationally Accredited Law Enforcement Agency



cc: OA, Labor Relations  
Director, Bureau of Criminal Investigation  
Director, Human Resource Management Division  
File

PA Emergency Management Agency  
SEOC Emergency Management Watch Officer

Supplementing the Agreement between the Commonwealth of Pennsylvania and Council 13 American Federation of State, County and Municipal Employees Union, AFL-CIO, and establishing the equalization units and procedures regarding Voluntary Overtime Equalization and Mandatory Overtime within the State Emergency Operations Center (SEOC). In accordance with Provisions of the Agreement between the Commonwealth of Pennsylvania and American Federation of State, County and Municipal Employees Union, AFL-CIO, Article 20, Section 5-Overtime, the following Local Agreement is entered into by and between the PA Emergency Management Agency, 2605 Interstate Drive, Harrisburg, Pennsylvania 17110 and the American Federation of State, County and Municipal Employees Union. The parties recognize that all relevant Agreement language may not have been specifically waived in this agreement and agree that such provisions are waived to the extent that they conflict with the specific terms of this agreement.

**General Provisions**

1. This OT equalization agreement applies during normal operations and not during emergency activations.
2. For the purpose of this OT equalization agreement, employees with the classification of Emergency Management Supervisor (working title: Emergency Management Watch Officer Supervisor) employed by the State Emergency Operations Center (SEOC) are a separate equalization unit from other Emergency Management Supervisors throughout the Agency.
3. All terms and conditions regarding voluntary overtime or mandatory overtime not explicitly addressed in this Local Agreement are determined by Article 20 of the above-referenced Agreement.
4. The agency will attempt to equalize voluntary overtime during January-June and July-December between or among employees within the classification of Emergency Management Watch Officer within the equalization unit, who have previously stated in writing to the designated SEOC manager a willingness to accept overtime assignments. However, SEOC Management will continually monitor overtime usage each month and will attempt to correct imbalances developed during the month with final attempted equalization by the end of the six (6) month period.
5. To be considered for voluntary overtime equalization within his/her Equalization Unit, the employee must submit a written statement to the designated SEOC manager of willingness to work such overtime prior to the beginning of the equalization periods provided for in 4 above. The employee must provide updated contact information including telephone numbers. An employee who does not submit such a statement shall be considered to have withdrawn his/her written statement of a willingness to work voluntary overtime and will be considered equalized at the end of equalization period. An employee who enters an Equalization Unit during the equalization period shall notify the designated SEOC manager in writing of his/her willingness to work voluntary overtime. Such employee shall be credited at that time for equalization purposes with the amount of overtime equal to that held by the employee within the Equalization Unit with the highest amount of credited voluntary overtime.

6. At all times, at least one Emergency Management Watch Officer or Emergency Management Supervisor (working title: Emergency Management Watch Officer Supervisor) will be scheduled on each shift.
7. An employee who is temporarily unable to work voluntary overtime may withdraw from the overtime equalization listing and may request reinstatement to the listing during the six (6) months equalization period. This request must be made in writing to the designated SEOC manager. If an employee requests reinstatement after the six-month equalization period has started that employee will be credited with the maximum amount of voluntary overtime worked and credited to an employee on the equalization listing at the time of such reinstatement to the list.
8. An employee on a voluntary equalization list who accepts a voluntary overtime shift and subsequently cancels with five (5) days or less notice without a verifiable, legitimate reason will be charged twice the amount of hours that would have been worked. Should an employee cancel six (6) to thirty (30) days before the assigned overtime, the employee will be charged the equivalent of one half the hours that would have been worked. No call/no show for a voluntary overtime shift will be treated the same as a regular shift no call/no show would be.
9. A list showing accumulations of credited voluntary overtime within the equalization unit during the preceding six-month period shall be posted by the designated SEOC manager on the official bulletin board in the agency and made available to Local Union and District Council of American Federation of State, County and Municipal Employees upon request.
10. Volunteers shall not impose conditions on their voluntary assignment.
11. Nothing in this agreement shall require the Employer to accept as a volunteer or to assign overtime to an employee where the employee would be entitled to double time for such overtime worked.
12. New employees in the Emergency Watch Officer Classification who have completed the necessary training and who have stated in writing a willingness to work voluntary overtime will be added to the equalization unit list and will be credited with the maximum amount of voluntary overtime worked and credited to highest employee on the equalization listing at the time.

#### Method of Voluntary Overtime Equalization

1. At the beginning of each six-month equalization period, the Employer will establish a listing of the Emergency Management Watch Officers who have expressed willingness in writing to work voluntary overtime in Bargaining Unit seniority order.
2. When a need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work from among those employees who have stated in writing a willingness to work voluntary overtime.
3. A volunteer who declines an offer to work voluntary overtime shall be credited for overtime equalization purposes with the number of overtime hours worked by the volunteer or employee who works the overtime.

4. Volunteers who are unavailable for an overtime opportunity shall be credited for overtime equalization purposes with the number of overtime hours worked by the volunteer or employee who works the overtime.
5. Volunteers shall be considered unavailable if they are on paid or unpaid leave (excluding holidays) and therefore will not be contacted for overtime. If a volunteer is unable to be directly reached by telephone, a message will be left on the volunteer's answering machine. If the employee calls back and the shift has not been assigned, that volunteer will be awarded the shift. If the volunteer calls back and the shift has been filled, the volunteer will not be charged any hours. Failure to return the call at all will result in the volunteer being charged with the number of hours worked by the volunteer or employee who works the overtime.
6. No offer of voluntary overtime shall be made to a volunteer if acceptance of such would result in the volunteer working more than sixteen (16) hours in a twenty-four (24) hour period.

Procedure for determining the appropriate classification to call for overtime assignments:

When management determines the need for overtime in the Emergency Management Watch Officer classification is necessary, they will first call the Emergency Management Watch Officers that have expressed an interest to work overtime as listed in paragraph two (2) above. If the overtime slot is not filled in that manner then Emergency Management Supervisors (working title: Emergency Management Watch Officer Supervisor) that expressed in writing a willingness to work overtime will be offered the overtime as listed in paragraph two (2) above. If the overtime slot is still not filled, the Emergency Management Specialist (augmenter) staff who have expressed in writing a willingness to work overtime will be solicited for the overtime slot. If the slot is still not filled then the appropriate Emergency Management Watch Officer will be mandated to work the overtime slot.

#### Method of Mandatory Overtime Assignment

The Employer will assign overtime work on a non-volunteer basis only after the entire voluntary list has been exhausted. Such mandatory overtime shall be assigned in the following manner:

1. The Employer shall maintain a mandatory overtime list, in Bargaining Unit seniority order, of all employees (including those who have expressed willingness to accept overtime assignments) in the Emergency Management Watch Officer classification. Mandatory Overtime shall be assigned to the least senior employee with the least amount of mandatory overtime. The Mandatory Overtime List will be on going, continuing from year to year.
2. In the event an employee is unable to work a mandatory assignment or is otherwise unavailable, the Employer has the right to assign such mandatory overtime to the next employee on the list. However, when the next mandatory overtime assignment occurs, the Employer shall assign such mandatory overtime to the employee(s) previously identified.
3. Assignment of mandatory overtime will be consistent with General Provisions, paragraph six (6) above.
4. Once each eligible employee whose name appears on the mandatory overtime list has been

assigned or mandated to work mandatory overtime, the process shall repeat itself.

5. New employees in the Emergency Watch Officer Classification entering an established Equalization Unit who have received the required training shall be placed at the top of the mandatory overtime list.
6. The mandatory list for overtime will be continuously updated and be available for review by AFSCME upon request.
7. At no time will an employee be mandated to work more that sixteen (16) hours in a twenty-four (24) hour period.
8. Only Supervisors or managers will mandate OT per the Master Agreement.

Either party may terminate this agreement provided that 30 day written notice is given to the other party. The parties shall meet and discuss upon request regarding the reason(s) for terminating the agreement.

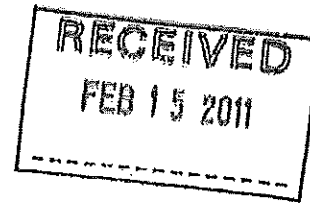
For the Union:

Jo Waugh-Derk  
Jo Waugh-Derk DATE 4-2-10  
AFSCME Representative

For the Commonwealth:

Richard Flinn 4-2-10  
Richard Flinn DATE  
Deputy Director for Operations

Misty M. Rotigel 4/2/10  
Misty Rotigel DATE  
PEMA Human Resource Director



Certified Mail – Return Receipt Requested  
#7007 0220 0000 2164 2047

February 14, 2011

Mr. Darrin Spann  
Assistant to the Executive Director  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111-1599

RE: Parole Agents and Parole Supervisors criminal history background check

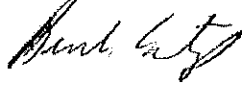
Dear Mr. Spann:

This letter is in response to our discussion regarding the background investigation for Parole Agents and Parole Supervisors for the purpose of granting Justice Network (JNET) Criminal History access. This access will allow Parole Agents and Parole Supervisors to run criminal histories, wanted persons checks and view arrest photos. For this purpose:

1. All current Parole Agents and Parole Supervisors will receive a background investigation in order to gain JNET Criminal History access. This background investigation will include a state and national fingerprint search for a criminal record.
2. Any current Parole Agent or Parole Supervisor, who fails to pass the background investigation and is unable to be granted JNET Criminal History access, will not be subject to discipline/dismissal and/or removal from their respective position solely for failing the investigation. A Parole Agent or Parole Supervisor who fails the background investigation will be unable to have said access.
3. Board employees represented by AFSCME in non-Parole Agent and non-Parole Supervisor classifications who apply for and are selected for Parole Agent or Parole Supervisor positions will be required to undergo a background investigation for the purpose of granting JNET Criminal History access prior to finalizing the selection. Such a candidate will be deemed ineligible for the position if he or she fails to pass the background investigation.
4. All Parole Agents and Parole Supervisors hired on or after the execution of this agreement will be required to pass the background investigation for and maintain Criminal History access to JNET. This is a term and condition of employment. Any Parole Agent or Parole Supervisor hired on or after that date who fails to maintain access will be dismissed from employment.

Please sign and date in the space provided below to confirm your agreement and return to my office at your earliest convenience.

Sincerely,



Brenda Estep  
Director  
Bureau of Human Resources

---

**Union Conference**

2-22-11  

---

**Date**

- cc: Ms. Daub  
Ms. Fickel  
Mr. Dash  
Ms. Estep  
Ms. Watkins  
Ms. Lentz

**Agreement between the PA Board of Probation and Parole and AFSCME District Council 87 concerning the assignment of duty days for Parole Agents at the Scranton District Office**

1. The parties agree that beginning the second Monday after the date of this executed understanding, Parole Agent duty day assignments within the Scranton District will be made on a district-wide rather than a unit-wide basis.
2. The parties also agree that classification seniority within the Scranton District will now be utilized to make duty day assignments.
3. It is recognized that this understanding arises within the context of Meet and Discuss and all discussions conducted shall be in accordance with the Meet and Discuss provisions of the AFSCME Master Agreement.
4. It is agreed by the parties that these understandings are without prejudice to the contractual rights of either party and that this understanding shall set no precedent for any future action.

*Paul R. Gots*  
Management Concurrence

*8/8/2011*  
Date

*Kevin J. Gallagher*  
Union Concurrence

*8/31/2011*  
Date

RECEIVED-PBPP  
2011 SEP - 2 AM 7:17  
UREAU OF HUMAN RESOURCES





Certified Mail – Return Receipt Requested  
#7007 0220 0000 2163 2932  
Also delivered via electronic mail

September 5, 2012

Mr. Darrin Spann  
Assistant to the Executive Director  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111

Re: Parole Agents and Parole Supervisors CLEAN Certification

Dear Mr. Spann:

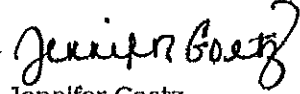
This letter is in response to our discussion on August 21, 2012 regarding the institution of the Adam Walsh Act and the Board's requirements to conform to the provisions of this legislation. Part of those provisions require the input and update of offender data in the Pennsylvania Sex Offender Registration Tool (PA SORT). To input data into the PA SORT system, Parole Agents and Parole Supervisors will be required to obtain CLEAN certification. For this purpose:

1. All current Parole Agents and Parole Supervisors will be trained and will undergo review by the Pennsylvania State Police in order to obtain CLEAN certification. Agents and Supervisors who have not yet been fingerprinted will be fingerprinted in accordance with the side letter between the Board and AFSCME executed on February 22, 2011.
2. Any current Parole Agent or Parole Supervisor who is not granted access or loses access to the CLEAN system, will not be subject to discipline/dismissal and/or removal from their respective position solely for failing to meet the standards to do so.
3. Board employees represented by AFSCME in non-Parole Agent and non-Parole Supervisor classifications who apply for and are selected for Parole Agent or Parole Supervisor positions will need to meet the requirements necessary to obtain CLEAN certification prior to final appointment to a Parole Agent or Parole Supervisor position. Such a candidate who is unable to be granted access will be deemed ineligible for the position if he or she fails to meet the standards.
4. All Parole Agents and Parole Supervisors hired on or after the execution of this agreement will be required to obtain initial CLEAN certification as well as maintain the certification during the duration of their employment as a Parole Agent or Parole Supervisor. This is a term and condition of employment. Any Parole Agent or Parole

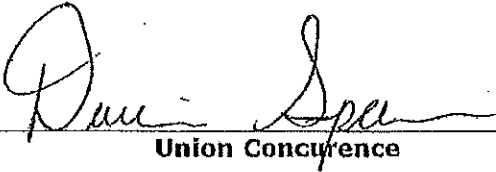
Supervisor hired on or after that date who fails to maintain their CLEAN certification will be dismissed from employment.

Please sign and date in the space provided below to confirm your agreement and return to my office at your earliest convenience.

Sincerely,



Jennifer Goetz  
Director  
Bureau of Human Resources

  
**Union Concurrence**

9-10-12  
**Date**

cc: File



**pennsylvania**  
BOARD OF PROBATION AND PAROLE

December 16, 2013

Mr. Bill Brenner  
Assistant to the Executive Director  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111

**RE: Parole Agents and Parole Supervisors CLEAN Certification**

Dear Mr. Brenner:

This letter is to confirm our discussion today clarifying the applicability of item 4 of the agreement dated September 5, 2012.

It is agreed that the intent of item 4 was not applicable to Parole Agents and Parole Agent Supervisors hired for the September Basic Training Academy beginning on September 9, 2012 as long as the issue barring CLEAN access was disclosed at the time of their appointment.

Please sign and date in the space provided below to confirm your agreement and return to me at your earliest convenience.

Sincerely,

Melvin McMinn, Jr., SPHR, Chief  
Labor Relations Division, Bureau of Human Resources

Bill Brenner, AFSCME Council 13 / Date

12-17-13

COMMONWEALTH OF PENNSYLVANIA



DEPARTMENT OF AGRICULTURE  
Human Resource Office

Plant

June 24, 2014

Kristie Wolf-Maloney  
Director Grievance and Arbitration Department  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111

Dear Ms. Wolf-Maloney:

The Bureau of Plant Industry within the Department of Agriculture, is implementing an Injury Reduction Plan. This bureau plan requires employees who are assigned a state vehicle to take Defensive Driving training once every two years on a reoccurring basis. With the implementation of the Injury Reduction Plan, the agency agrees to the following:

- The intention of the Defensive Driving training is to improve the safety of our employees who are assigned a state vehicle and reduce injuries and accidents.
- Employees will be required to attend the Defensive Driving training once every two years on a reoccurring basis.
- Successfully completing Defensive Driving training will not be used as a tool to discipline employees who are involved in an automotive accident.

This side agreement is non-precedent setting and shall not comprise the rights of the Commonwealth or the Union.

Please indicate your concurrence to this side agreement by signing in the designated area below and returning it to my attention.

Sincerely,

Deborah Laughman  
Human Resource Analyst

Kristie Wolf-Maloney, AFSCME Council 13 — Date 7-23-14

(Phone) 717-787-1066

2301 North Cameron Street, Harrisburg, Pa. 17110

(Fax) 717-783-4159

COMMONWEALTH OF PENNSYLVANIA



DEPARTMENT OF AGRICULTURE  
Human Resource Office

October 27, 2016

Karla Hodge  
Assistant to the Executive Director  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111

Dear Ms. Hodge:

The Department of Agriculture would like to enter into a side agreement to clarify the procedures and expectations of Bureau of Animal Health and Diagnostic Services employees who work with live or deceased poultry which includes Domestic Animal Health Inspectors and some Microbiologists working at the Veterinary Laboratory:

•The Bureau of Animal Health and Diagnostic Services will issue policies and procedures, for current employees that own or have poultry on their personal property. The purpose of these policies /procedures will be to assist with the prevention of viruses and biosecurity measures.

•Employees who currently own or have poultry on their personal property will be permitted to retain their poultry; however, they will not be permitted to inspect commercial poultry facilities. This particular inspection work will be redistributed to other employees or managers as operationally feasible and necessary.

•Current employees who do not presently possess poultry will have an essential function added to their position description forbidding them from owning or housing poultry while holding these job titles/positions.

•Future employees will be hired with the condition that they are forbidden from owning or housing poultry and will also have an essential function on their position description reiterating this requirement.

This side agreement is non-precedent setting and shall not comprise the rights of the Commonwealth or the Union.

Please indicate your concurrence to this side agreement by signing in the designated area below and returning it to my attention.

Sincerely,

Taiene Shaffer  
Labor Relations Coordinator

Karla Hodge, AFSCME Council 13

(Phone) 717-787-1065

2301 North Cameron Street, Harrisburg, Pa. 17110

(Fax) 717-783-4159



July 24, 2017

Kristie M. Wolf-Maloney, Director  
Grievance & Arbitration Department  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111-1599

RE: SW-AGR-17-002 (13-SW-0000-50024)  
Race Track Schedule Reduction

Dear Ms. Wolf-Maloney:

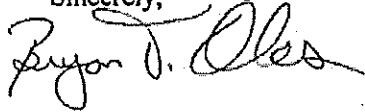
Pursuant to our discussions regarding the above referenced State Committee grievance involving office staff at the horse race tracks under the Department of Agriculture, the parties agree to the following settlement resolving all issues encompassed in said grievance;

1. The following five employees from the Meadows Race Track who were either placed on leave without pay or utilized paid leave for the period of April 29 to May 5, 2017 will be considered to have been working and will be paid for those days without being charged paid or unpaid leave;
  - a. Douglas Bishop
  - b. Todd Cenci
  - c. Cindy Jamison
  - d. Brian Sankovish
  - e. David Talpas
2. From this date forward, the Department of Agriculture will manage staffing during live racing shutdown periods, not to be confused with a reduced racing schedule; by scheduling employees not a part of the "skeleton crew" to work three days in each of the first two weeks of the live racing shutdown period provided funding is available. Thereafter, employees will be placed on an approved leave without pay or may utilize paid leave available in accordance with the current practice. If funding is not available to schedule workers during the first two weeks of a live racing shutdown period, employees will be able to utilize paid leave or be placed on a leave without pay from the beginning of the live racing shutdown period. When employees are not scheduled to work those first two weeks of a live racing shutdown period due to unavailable funds, the Department of Agriculture will meet and discuss with AFSCME and follow any applicable contractual provisions.
3. It is understood "Live racing" is established by the Racetrack vendor and does not encompass off season shut down periods. When Live racing is occurring and a Racetrack vendor reduces the race schedule, it is not considered a "live racing shutdown period". Therefore, the above provisions do not apply and the department's current policy will be followed.


4. This settlement disposes of all issues encompassed in the above referenced grievance and is made without precedent or prejudice to either party in any other matter.

If you concur with this agreement, please sign below, and return a copy to my office.

Sincerely,



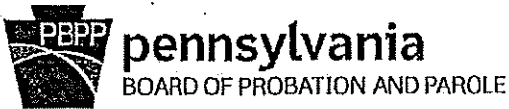
Bryan T. Oles, Manager  
Accelerated Grievance Procedure Program



Kristie M. Wolf-Maloney, AFSCME Council 13 Date

7-25-17

Copy: John P. Gasdaska  
William Corbett  
Talene Shaffer



December 3, 2018

Mr. Bill Brenner  
 AFSCME Council 13  
 4031 Executive Park Drive  
 Harrisburg, PA 17111

Dear Mr. Brenner:

### **PBPP K9 Drug Interdiction Unit Side Agreement**

The following agreement was made between the PA Board of Probation & Parole and AFSCME regarding the establishment of the PBPP K9 Drug Interdiction Unit. This unit will be guided by the Department of Corrections Policy 6.3.12, Drug Interdiction Procedures Manual, Section 6 - K9 Program:

#### **Schedules/Work Day**

1. The work day for Parole Agents in the DOC/PBPP/BII K9 Drug Interdiction Unit (DIU) shall be the calendar day. When an agent's work shift overlaps the calendar day, the day in which 50% or more of the time occurs shall be considered the calendar day.
2. Daily assignment schedules will be distributed with at least a two-week advance notice. It is the K9 DIU Agent's responsibility to comply with that schedule. The DIU Agent's work day starts when he/she departs from their residence. The work day is completed upon return to their residence.
3. Hours will be considered 8:00 a.m. - 4:00 p.m. with a paid ½ hour meal period. Meal periods are paid due to policies regarding the safety of the dog.
4. Except for emergencies, changes may be made to the schedule with a forty-eight (48) hour notice for operational reasons.

#### **K-9 DIU Agent Schedule**

5. Agents will work eight (8) days - 8 hours per day in each pay period. Agents will receive two (2) - 8 hour compensatory days each pay period.
6. Rotational weekly schedules will be 2 days ON, 1 comp day OFF, 2 days ON, 2 RDO's (regular days OFF).



7. This provides for 16 hours of compensatory time, as compensation, for off-duty dog care in the 14-day work schedule.
8. The above is based on an average of approximately 46 minutes is required each day for the off-duty dog care. This would be considered overtime and compensated as follows:
  - a. 46 minutes per day x 14 days = 644 minutes
  - b. 644 minutes x 1.5 = 966 minutes
  - c. 966 / 60 minutes = 16 hours
9. This schedule considers the off-duty dog care as overtime. The overtime is paid with compensatory time during the pay period it is earned.
10. Effect is 8 work days of 8 hours each, totaling 64 hours of duty time in each pay period.
11. This is in effect when the dog is kenneled with the agent at all times.
12. If the dog is not kenneled with the agent, an adjustment to the compensatory time earned will be necessary.

#### **Drug Testing**

13. K9 DIU Agents will be required to submit to drug screening every six (6) months. Agents who test positive will be handled in accordance with the procedures outlined in the DOC Drug and Alcohol Testing Program, reference the side letter between DOC/AFSCME, Attachment 1.

#### **Selection/Performance/Training**

14. A panel consisting of security personnel selects K-9 DIU Handlers using the criteria outlined in DOC Policy 6.3.12, Drug Interdiction Procedures Manual, Section 6 – K9 Program.
15. Candidates must hold a Parole Agent 2 position and have a minimum of five years' experience as a Parole Agent, or combined experience as a Parole Agent and Corrections Officer, to qualify for this specialized position.
16. Parole agents selected for the K9 DIU will serve a six-month probationary period. Agents whose performance is not conducive to the program will be returned to the position they previously held. The provisions of Article 28, Section 1 will not apply. During the six-month probationary period it is agreed that management must have good reason(s) for the removal of employees from the K9 DIU.
17. It is further agreed that whenever management has concerns about a K9 DIU agent's performance, a meeting will be held with that agent to fully detail these

concerns. After receiving input from the agent and considering that input appropriately, the agent will be fully informed of what performance corrections are necessary and the timeframe when the corrections must be realized.

18. If the corrections are not made in the allotted timeframe, another meeting will be held with the agent. Again, the agent's input will be solicited and considered. He/she will again be advised of the necessary corrections, and advised that failure to make those corrections will result in the removal from the K9 DIU. During either or both meetings, the employee may elect union representation.
19. The agents selected for positions in the K9 DIU will be classified as Parole Agent 2's. Upon successful completion of the six (6) month probationary period referenced in #15 they will remain Parole Agent 2's.
20. Grooming standards for the K9 DIU Agent will be in accordance with DOC Policy 6.3.12, Drug Interdiction Procedures Manual, Section 6 – K9 Program.
21. K9 DIU Agents will be provided with uniforms that must be worn for all on-duty hours. In addition, K9 DIU Agents will be provided with a \$450 annual clothing stipend.
22. In the event the Department disbands the PBPP K9 Drug Interdiction Unit, agents shall have the right to return to a position in the same geographical area from which they previously worked.

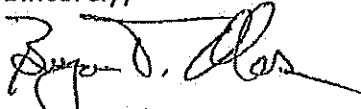
#### Care of K9

23. Agents assigned to the K9 DIU will be compensated for the off-duty dog care, as described above, in the **K9 DIU Agent Schedule** section.
24. All equipment required to care for the K9 will be provided to the K9 DIU Agent according to DOC Policy, 6.3.12 Drug Interdiction Procedures Manual, Section 6 – K9 Program.
25. The K9 DIU Agent must maintain residency that allows for the K9 to be kenneled outside.

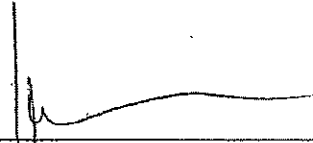
Upon request of either party a meeting will be held to discuss issues regarding this agreement.

If you agree the above reflects an accurate understanding of the agreement reached, please sign where indicated.

Sincerely,



Bryan T. Oles  
Director  
Bureau of Employee Relations & Workforce Support  
Public Safety HR Delivery Center



Bill Brenner, AFSCME Council 13

12/4/18

Date

cc: Major William Nicklow  
Captain Daniel McMahon  
Missy Kracher, Labor Relations Chief  
Michelle Musser, Labor Relations Supervisor

Darrin Spann  
Assistant to the Executive Director  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111

Re: Emergencies at State Correctional Institutions

This letter does not replace any sections of the contract that are in effect with AFSCME and the Commonwealth. However, due to the consolidation of the Department of Corrections and Probation and Parole effective October 2017, it is necessary the parties redefine the expectations of Probation and Parole employees working at State Correctional Institutions. In the case of an emergency at a State Corrections Institution (SCI), Probation and Parole employees will be escorted to a safe place and, if needed, only then will be asked to help with the emergency. For the purpose of this understanding, an "emergency" will be defined as Riots, Fires, and Inmate Takeovers. This understanding will not be used during drills and limited state of emergency exercises.

It is understood, at the time of an emergency, the Department of Corrections will make every effort to contact the appropriate staff to restore order to the facility. At no time during the emergency will Probation and Parole staff be used to maintain or restore order and have contact with inmates.

If an employee feels threatened or stressed by a declared emergency as defined above, he or she may request to use Annual leave, comp leave, or request approved leave without pay until the SCI is restored to normal order.

To help in emergency situations, Probation and Parole staff may be assigned as needed, as listed below:

- Clerical Duties
- Telephone Duties
- Photographing Damage in Secured Areas
- Community Notification (911, Fire, Escapes)
- Traffic Control (Vehicles)
- Assisting with kitchen detail and food preparation

It is not the intent to infringe upon any of the Department of Corrections employees' rights as per their bargaining agreement. The above duties may be assigned only during normal hours of work during an emergency. If one of these circumstances require an employee to remain at the SCI performing the above list of assignment(s), Probation and Parole employees will be compensated at the appropriate rate.



**pennsylvania**  
BOARD OF PROBATION AND PAROLE

Employees who work for Probation and Parole will remain under the direction of the Probation and Parole Chain of Command. A copy of this understanding will be issued to all affected employees and all SCI Superintendents.

Any need for Probation and Parole assistance outside the defined terms, shall be requested by the Superintendent through the appropriate Regional Institutional Parole Director (RIPD). Probation and Parole staff may be assigned to assist the SCI operations during a non-emergency or limited state of emergency with the approval of their RIPD.

If you agree this understanding accurately reflects the parties' discussions, please indicate below by signing this letter and returning a copy to me.

Sincerely,

Melissa Kracher  
Chief, DOC/PBPP Employee Relations Division

1/24/2020  
Date

Darrin Spann  
Assistant to Executive Director  
AFSCME Council 13

1-24-2020  
Date



August 24, 2020

Michael Sveda  
AGP Manager  
150 43<sup>rd</sup> Street  
Harrisburg, PA 17111

RE: Grievance # 13-0000-50027  
Statewide Class Action  
Department of Agriculture, Horse Racing

Dear Michael Sveda:

In regard to the above-referenced grievance, I propose to enter into a grievance settlement:

1. We agree to meet and discuss at the request of the union over any issues/concerns related to horse racing.
2. If the Governor mandates any future shut down(s) specific to the COVID-19 pandemic, which results in a paid office closing(s) (POC) that is afforded to all Commonwealth employees statewide who are unable to telework, horse racing employees will benefit from the statewide POC, provided that the employee was in an active pay status and was otherwise available and scheduled to work.
3. Any future COVID-19 pandemic related shut down(s) that affects horse racing that is ordered by any party other than the Governor will follow the July 24, 2017, side letter. Management agrees to meet and discuss this type of shut down(s) at the request of the union.
4. If subsequent racing shut down(s) occur, specifically due to COVID-19, management will provide the union with as much notice as possible.
5. It is noted the side letter between the union and the Office of Administration dated May 28, 2020, regarding employee benefits resolves the benefits issues raised in this grievance.
6. Acceptance of this settlement will resolve all issues encompassed in this grievance and no other remedy is provided.

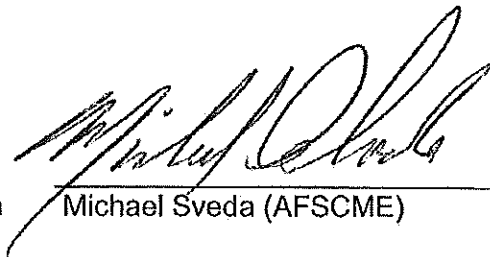
It is distinctly understood and agreed to between the parties that this settlement is without prejudice to the contractual rights of either party and shall set no precedent for any future grievances.

If you are agreeable to this proposal, please sign below and return to me by August 31, 2020. If you have any questions concerning this matter or would like to further discuss, feel free to contact me at (717) 787-1066.

Sincerely,

*Talene Shaffer*

Talene Shaffer, Labor Relations Analyst  
Employee Relations and Workforce Support Division  
Conservation and Environment HR Delivery Center

 8-24-2020  
\_\_\_\_\_  
Michael Sveda (AFSCME) Date

**DATE:** October 9, 2020

**TO:** Nathan Bortner  
Secretary  
Pennsylvania Labor Relations Board (PLRB)

*Edward O. Phillips*

**FROM:** Edward Phillips, Director  
Bureau of Employee Relations  
Office of Administration

Steve Catanese, President  
SEIU Local 668

Date 10/9/2020

Date \_\_\_\_\_

*Darrin Spanik*  
Darrin Spanik, Assistant to the Executive Director  
AFSCME

Date 10-9-2020

**RE: Request for Unit Clarification**

This is a Joint Agreement of Recognition between the Commonwealth of Pennsylvania, the American Federation of State, County and Municipal Employees, and the Service Employees International Union to recommend unit clarification for the establishment of four new jobs titled Special Agent A, OSIG, Special Agent S, OSIG, Special Agent Supervisor A, OSIG, and Special Agent Supervisor S, OSIG.

The parties agree that both unions will represent a proportion of employees assigned to these new jobs, which will be designated as the following:

**Special Agent A, OSIG (job code 70855):**

Inspection, Investigation & Safety, Non-Supervisory Unit, PERA-R-777-C, G4

**Special Agent S, OSIG (job code 70860):**

Social & Rehabilitative Services, Non-Supervisory Unit, PERA-R-1278-C, F-4

**Special Agent Supervisor A, OSIG (job code 70856):**

Inspection, Investigation & Safety, Supervisory Unit, PERA-R-2573-C, G5

**Special Agent Supervisor S, OSIG (job code 70861):**

Social & Rehabilitative Services, Supervisory Unit, PERA-R-2353-C, F-5



October 9, 2020

Darrin Spann  
Assistant to the Executive Director  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111

RE: Office of State Inspector General  
Special Agent, OSIG & Special Agent Supervisor,  
OSIG Job Titles and Pay Adjustments

Dear Mr. Spann:

At the request of the Office of State Inspector General (OSIG), the parties have met to discuss matters pertaining to the creation of the new Special Agent, OSIG & Special Agent Supervisor, OSIG job titles. As a result of both these discussions and subsequent direction from the Pennsylvania Labor Relations Board (PLRB), the OSIG offers the following as full and final resolution of all issues related to the creation of these new job titles:

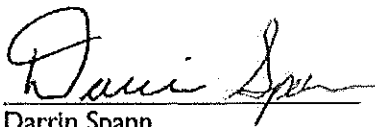
- 1) AFSCME hereby agrees to the attached job specifications for the Special Agent A, OSIG (Job Code 70855) & Special Agent Supervisor A, OSIG (Job Code 70856) job titles. It is understood that substantively identical job titles to be represented by SEIU Local 668 have also been created (Special Agent S, OSIG (Job Code 70860) and Special Agent Supervisor S, OSIG (Job Code 70861)).
- 2) As evidenced by properly executing the attached document, the Commonwealth, AFSCME & SEIU Local 668 agree to submit a joint certification request to the PLRB that allows both unions to represent employees in the new OSIG jobs at roughly the same proportion of representation as exists in the OSIG on the date of the request to the PLRB with the AFSCME-represented Welfare Fraud Investigator (WFI) & WFI Supervisor (WFIS) jobs and the SEIU Local 668-represented Claims Investigation Agent (CIA) & CIA Supervisor (CIAS) jobs. As of this date, AFSCME represents 65% of the rank-and-file investigator positions while SEIU Local 668 represents 35% of said positions, whereas SEIU Local 668 represents 55% of the first-level supervisory investigator positions while AFSCME represents 45% of said positions.
- 3) Within a reasonable period of time after the PLRB's approval of such arrangement, the OSIG will move current AFSCME-represented WFI & WFIS and SEIU-represented CIA & CIAS jobs to new Special Agent A, OSIG & Special Agent Supervisor A, OSIG jobs. Going forward, the OSIG agrees to maintain the new jobs at roughly the same proportion of representation as exists on the date of the request to the PLRB.

- 4) In the event that the PLRB does not agree to the parties' proposed representation arrangement as outlined in the joint certification request, the parties agree to defer to the PLRB's decision as to which union is appropriate for representation of these new classes. As a result, the respective parties agree to waive its rights to appeal the PLRB's decision on the joint certification request.
- 5) In return for both AFSCME's agreement to the above criteria along with a waiver of right to grieve jurisdictional disputes related to the reassignment of bargaining unit work that may occur during transition, all incumbents in the WFI & WFIS jobs in the OSIG on the effective date of implementation shall receive a two-step pay scale level adjustment. Those incumbents in the WFI jobs who are at pay scale level 20 shall receive an annual payment equal to \$2920 and those incumbents in WFIS jobs who are at pay scale level 20 shall receive an annual payment equal to \$3506. Those incumbents in the WFI jobs who are at pay scale level 19 shall receive a one-step pay scale level adjustment in addition to a one-time payment equal to \$1460 and those incumbents in WFIS jobs who are at pay scale level 19 shall receive a one-step pay scale level adjustment in addition to a one-time payment equal to \$1753. These payments shall be effective on the date of the incumbent's reclass to the Special Agent A, OSIG or the Special Agent Supervisor A, OSIG job and every twelve months thereafter, It is understood that said employees shall also migrate from a 37.5-hour to a 40-hour work schedule within a reasonable period of time after movement into the referenced new classes as a recognition of the assumption of new job duties.
- 6) It is understood that this offer is contingent upon SEIU Local 668's agreement to a substantively similar proposal providing similar emoluments.
- 7) It is understood and agreed to by the parties that this Agreement shall not set precedent or prejudice the contractual rights of either party.
- 8) Should you concur with this proposal, please endorse below and return a copy to me so that we may commence implementation.

Sincerely,



John P. Gasdaska, Director  
Office of Employee Relations & Workforce Support



Darrin Spann  
AFSCME Council 13

10-9-2020  
Date

Attachment (Joint Request for Unit Clarification)

Cc: Lucas A. Miller, Inspector General, OSIG



February 8, 2021

RE: AFSCME and Parole K9 #88-2455-50681

Dear AFSCME DC 88,

As agreed between the parties, The Pennsylvania Department of Corrections Drug Interdiction K9 Unit proposes the following agreement with AFSCME and Parole K9 Handlers for the purpose of utilizing DOC K9 handlers for Parolee searches. The referenced grievance will be resolved in the following manner:

1. Management will exhaust the Parole K9 Handlers' list prior to hiring any DOC K9 Handler for Parolee Residence searches, except when the need is considered an emergency and/or immediate need.
2. If a Regional Parole K9 Handler is unavailable, and the need is not considered an emergency and/or immediate need the next closest available Regional Parole K9 Handler will be called.
3. If there are no Regional Parole K9 Handlers available, or in close proximity, and the need is considered an emergency and/or immediate need a DOC K9 Handler will be called.
4. If the search requires a K9 that is trained in a certain odor or has different training certifications and a Parole K9 is not certified on the odor or does not have the required training certifications, a DOC K9 would be utilized.

If you agree with the above terms, please indicate by signing below and returning a copy to this office.

Sincerely,

James Barnacle  
Director, Bureau of Investigations and Intelligence

AFSCME Endorsement

2/9/2021  
Date

Labor Relations

2/9/21  
Date

# PENNSYLVANIA

DEPARTMENT OF CORRECTNS

April 14, 2022

Tom Lipko  
AFSCME

RE: Field Tactical Trainers/Field Training

Dear Tom Lipko:

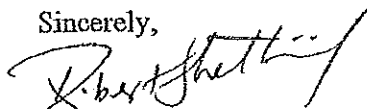
As a follow-up to our meet and discuss meeting held on Thursday, April 7, 2022, the Department of Corrections does not have current plans to change the way training is conducted for Field Parole Agents. The following was agreed and henceforth memorialized:

- It is understood that future operational and or technological changes, may impact the way Field Parole Agent training is conducted and the proper classification of employees that conduct these trainings. Until such time, the Tactical Field Training agents will continue to provide the necessary training to the Field Parole Agents.
- If operational or technological changes in the future impact the training of DOC Field Parole Agents, the Department will meet and discuss with AFSCME prior to implementing any change.
- AFSCME agrees to withdraw all grievances related to Tactical Field Training Agents providing training to Institutional Parole staff.

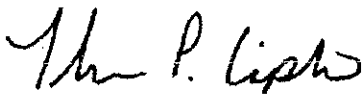
This agreement is without precedent or prejudice to the contractual rights of either party.

Please indicate your agreement by signing below in the space provided and returning this document to my office.

Sincerely,



Robert Shettlewood  
Chief, DOC/PBPP Employee Relations



Tom Lipko, Assistant AFSCME Council 13 – June 29, 2022

## Home Headquartering Program Agreement

### The Department of Drug and Alcohol Programs (DDAP) and American Federation of State, County and Municipal Employees (AFSCME)

#### Purpose:

The purpose of this agreement is to define the Home Headquartering Program between the Department of Drug and Alcohol Programs (DDAP) and the American Federation of State, County and Municipal Employees (AFSCME). The program is designed to allow for the Drug and Alcohol (D&A) Licensing Specialists (G4), and Drug Alcohol Program Representatives (A4) within the Division of Program Monitoring, Bureau of County Program Oversight to work from their home addresses rather than their current regional headquarters on an ongoing basis.

#### Waiver:

The parties recognize that all relevant Master Agreement language may not have been specifically waived in this agreement and agree that such provisions are waived to the extent that they conflict with the intent of this agreement. Disputes surrounding issues will be resolved via meet and discuss.

#### Program Parameters:

##### 1. Prerequisites

- A. All staff in the designated classes will be home headquartered. Notice shall be given to the employee at least thirty (30) days prior to change of headquartering. Nothing in this agreement curtails management's right to relocate office space or assign employees to different office space. Employees newly hired may be required to be office headquartered for an extended period of time during their probationary period, initial orientation or on the job training.
- B. The Commonwealth will not be responsible for reimbursing any costs incurred by participating employees as a result of home headquartering. Excluded costs may include, but are not limited to: electricity, high-speed internet, office furniture, and office equipment/electronics (other than the equipment provided by management).
- C. Employees must use department issued telecommunications equipment.
- D. Employees must maintain an overall satisfactory rating recorded on their Employee Performance Review (EPR). If a home headquartered employee is rated below satisfactory overall, management at its sole discretion may: (1) Suspend home headquartering for the employee and headquarter them in a commonwealth office, or (2) Require the employee to report to a commonwealth office on certain days. On such days, the commonwealth office will be considered their official headquarters for the purposes of travel reimbursement. The employee may request to resume home headquartering once they have attained a satisfactory rating overall.
- E. While home headquartered, an employee must be able to perform all aspects of the job with or without a reasonable accommodation. This includes a work environment conducive to concentration and free of any distractions including dependent care of any kind. The design of the home headquartering workspace must enable the employee to adhere to the Commonwealth of Pennsylvania IT Acceptable Use policy and the related security and confidentiality training.

- G. Management, at its sole discretion, will determine whether a participating employee who receives formal disciplinary action will be ineligible for participation in the Home Headquartering Program. The parties agree that if an employee is both issued a disciplinary action and removed from participation in the Home Headquartering Program it will not constitute "double jeopardy". An employee may request to be reinstated to home headquartering. Decisions to reinstate an employee to the program shall be at management's discretion.
- H. Upon approval from the Secretary or designee, supervisors shall have the right to inspect employees' home headquarters workspace during regular work hours, to ensure the above conditions are being met. Employees will be given at least one business day of notice of a home inspection. Employees are required to allow their supervisor/manager to enter their premises and inspect only the area of the home that the employee utilizes as their home workspace.
2. Equipment
- A. DDAP will provide employees with the necessary equipment to perform their job duties.
- B. Employees will be responsible to ensure that all electronic equipment provided by the employer is fully charged and ready for use each day. Employees will not be reimbursed for electricity used to recharge employer provided equipment.
- C. Participating employees are responsible to bring their issued equipment into a commonwealth office, with reasonable notice, to receive software and other necessary updates.
- D. When equipment or internet access is not functioning and the employee's ability to work from home/field is impaired as determined by management, the employee may be directed to report to a department/commonwealth office within 55 miles. Employees must coordinate for the restoration of service within one business day or they may be directed to report to the office or they may request leave.
3. Confidentiality
- A. Employees who are home headquartered, and who have access to protected health information (PHI), and who access personally identifiable information (PII) will be required to read, sign and follow the Department of Drug and Alcohol Administrative Bulletin 17-02 PA WITS Client Confidentiality, in addition to the Data Security and Confidentiality Policy and Standards for Integrated Data Sharing. This is a necessary condition of working from one's home due to the confidential nature of the work and the unique nature of performing such work, and possessing confidential information, outside the traditional office environment.
- B. Employees may be required to participate in training regarding confidentiality policies and practices, as well as sign to acknowledge reissued or revised policies.
4. Travel Expenses
- A. All travel expenses will be paid in accordance with MD 230.10 – Travel Policy, M 230.1 - Travel Procedures Manual, department and/or bureau policy, and the Master Agreement.

B. Participating employees may be required to report to a department/commonwealth office on any particular day with appropriate notice. In such event, they will be entitled to travel expense reimbursement per the documents cited in paragraph 4A above.

C. Upon its execution, employees covered by this agreement will be compensated for mileage and travel time in accordance with the MD 230.10 – Travel Policy, M 230.1 - Travel Procedures Manual, department and/or bureau policy, and the Master Agreement. Conflicts arising out of this provision will be addressed by the meet and discuss process.

5. Office Closures, Delays and Early Dismissals

A. When weather related or emergency related closures of state office buildings are announced, home headquartered employees are expected to continue working from their home headquarters. Management will provide direction to employees regarding specific field assignments that were scheduled to occur.

Termination

When either party believes that alterations or amendments to this agreement are necessary, they will notify the other party in writing. The parties agree to meet and discuss to arrive at mutually acceptable changes to this local agreement. Where such attempts are unsuccessful, or undesired, either party may withdraw from the side letter with 30 days' written notice. Should management elect to terminate the Home Headquartering Program, management will make every reasonable effort to find office space for employees; however, such placement may take longer than 30 days.

It is distinctly understood and agreed by the parties that this agreement is without prejudice to the contractual rights of either party and shall set no precedent for any future agreements.

SIGNATURES:

Jennifer A Smith                      08/11/2022  
Jennifer Smith                              Date  
Secretary  
Department of Drug and Alcohol Programs

Tara Wilson                              8/15/22  
Tara Wilson                                      Date  
Director of Education and Resources  
AFSCME District Council 13

Terri Luciano                              8/9/22  
Terri Luciano                                      Date  
Chief, Labor Relations Section  
Health and Human Services HR Delivery Center