

ACT 111 INTEREST ARBITRATION
THE COMMONWEALTH OF PENNSYLVANIA

IN THE MATTER OF THE ARBITRATION BETWEEN

THE PENNSYLVANIA STATE	:	
RANGERS ASSOCIATION	:	
	:	Act 111 Interest Arbitration Award
and	:	AAA Case No. 14 360 L 00353 11
	:	
THE COMMONWEALTH OF	:	
PENNSYLVANIA	:	

ARBITRATION PANEL

John M. Skonier, Esq.
Impartial Chairman

Alfred J. D'Angelo, Jr., Esq.
Commonwealth-Appointed Arbitrator

Sean T. Welby, Esq.
Rangers Association-Appointed Arbitrator

This Award Is Issued Pursuant to the Provisions of
Act 111 of 1968 of the Commonwealth of Pennsylvania

INTEREST ARBITRATION AWARD

As the parties were unable to resolve their bargaining disputes directly, this Panel of Arbitrators (Panel) was selected and convened pursuant to the authority contained in the Policemen and Firemen Collective Bargaining Act, 43 P.S. Section 217, *et seq.* (Act 111). The Panel was charged with the responsibility of rendering an Award which would establish the terms and conditions of employment for the Pennsylvania State Rangers Association and the Commonwealth of Pennsylvania.

Subsequent to due notice, hearings were held on July 26, 2011 in Middletown, Pennsylvania, and September 26, 2011 and December 14, 2011 in Susquehanna, Pennsylvania, at which times both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses, and introduce documentary evidence in support of their respective bargaining proposals. The parties agreed to waive all of the applicable time limits contained in Act 111.

The Panel conferred in executive sessions regarding the evidence and arguments which had been presented. In reaching this Award, the Panel has considered the testimony, documents and arguments presented by the parties on all of the proposals.

The following changes in wages, terms and conditions of employment shall be implemented by the parties:

1. TERM

This Award shall be effective for a period of four (4) years, from July 1, 2011 through June 30, 2015.

2. WAGE

The following across-the-board wage increases shall be made:

Fiscal Year 2011-2012:

There shall be no general wage increase.

Step and longevity increases shall not be paid during fiscal year 2011-2012.

Fiscal Year 2012-2013:

Effective September 1, 2012, there shall be a general wage increase of 1.50%.

Effective July 1, 2012, all permanent PSRA employees shall be placed on a service increment and/ longevity scale that corresponds to their actual years of service.

One step longevity increment, as applicable (the first day of the first full pay period in the Employee's longevity month).

Fiscal Year 2013-2014:

Effective July 1, 2013, there shall be a general wage increase of 1.0%.

Effective January 1, 2014, there shall be a general wage increase of 1.0%.

Step and Longevity increases shall occur normally on the first day of the first full pay period in the Employee's longevity month.

Fiscal Year 2014-2015:

Effective July 1, 2014, there shall be a general wage increase of 2.0%.

Step and Longevity increases shall occur normally on the first day of the first full pay period in the Employee's longevity month.

3. HEALTH CARE

The Employer shall be required to contribute the following amounts to the PEBTF on a bi-weekly basis:

FY 11/12	\$ 375
FY 12/13	\$ 390
FY 13/14	\$ 425
FY 14/15	\$ 455

The Employer shall receive credit for the contributions it paid from 7/1/11 to the date of this Award. The difference between the contribution currently being paid (\$ 440 per full time permanent employee bi-weekly) shall be deducted from the future bi-weekly contribution until the credit is exhausted.

Permanent part-time employees who are eligible for benefits and expected to be in an active pay status at least 50% of the time will pay 50% of the above referenced rates.

The parties have agreed to establish a mechanism to reassess the Commonwealth's contribution rate should an actuarial analysis determine that the PEBTF's reserve will fall below three months of projected claims and expenses.

The requirement of employee contributions is contingent on the fact that this bargaining unit will be offered another opportunity to take a Health Risk Assessment and to participate in the Get Healthy Program, including the contribution waiver. The Risk Assessment shall be offered upon the execution of this Award. In order to qualify for the contribution waiver, the employee must complete the Health Risk Assessment each year and comply

with all of the requirements of the Get Healthy Program for the life of the collective bargaining agreement.

Employees who elect health care coverage will contribute a percentage of their bi-weekly gross base salary toward the cost of coverage as provided below; however, those employees who participate in the Get Healthy Program will be exempted from these contributions:

Effective the first full pay period after issuance of this Award:	3%
Effective the first full pay period on or after July 1, 2014:	5%

4. RETIREE HEALTH COVERAGE

An employee hired after the effective date of this Award who elects REHP coverage upon retirement, shall be required to contribute to the cost of annuitant health coverage through the REHP. The annuitant contribution will be based on a percentage of the employee's final average salary as determined by the State Employees' Retirement System for pension purposes. The percentage shall remain at 3.0% during the term of this agreement. The annuitant contribution percentage for those who become eligible for Medicare coverage shall be reduced from 3.0% to 1.5%.

5. SEASONAL EMPLOYEES HEALTH COVERAGE

The existing contract language regarding medical benefits for seasonal employees who work 1,040 regular hours or more in a contract year shall be retained.

6. AFFORDABLE HEALTH CARE ACT

The parties shall meet and discuss over the health benefits and employee contributions for full-time and seasonal employees pursuant to the implementation of the Affordable Health Care Act.

7. VACATIONS

Annual leave earnings for employees hired on or after July 1, 2012 shall be

capped at 7.70% of all Regular Hours Paid (20 days).

8. SICK LEAVE

Effective at the beginning of the 2013 leave calendar year, sick leave will be earned at the rate of 4.24% of all Regular Hours Paid (11 days per year).

Effective at the beginning of the 2013 leave calendar year, employees who use no sick leave in a leave calendar year shall earn one additional personal leave day to be used in the following leave calendar year. While sick bereavement leave shall not count for the purposes of this section; all other types of paid sick leave (personal sick leave, SPF sick leave, work-related injury sick leave, and sick family), unpaid sick leave used for SPF reasons, and paid and unpaid leave used for work-related injuries shall count for such purposes.

9. LEAVE DONATION

Incorporate language from the side letter dated April 1, 2010 that provides for the eligibility of "severe medical conditions." In addition, the parties shall meet and discuss regarding the inclusion of seasonal employees into the Leave Donation Program.

10. SCHEDULING

There shall be established a scheduling committee comprised of an equal number of members appointed by the PSRA and the Commonwealth to examine alternative scheduling systems with the precise objective of maximizing what would be considered premium time (i.e., weekends/holidays) off for members while maintaining the efficiency of providing police services to the patrons of the State Park and Forest Systems.

11. SENIORITY

Employees shall receive seniority credit for military service during the Persian Gulf Conflict (August 2, 1990 - August 31, 1991) and the War on Terrorism (September 11, 2011 to date to be determined by the Adjutant General, Department of Military and Veterans Affairs, pursuant to 51

Pa.C.S.7101), in addition to the periods of war already listed in Article 26, Section 1e. Proof of such service shall be required, in accordance with Article 26, Section 1d.

12. PROBATIONARY PERIOD - DCNR RANGER TRAINEES

Effective upon the issuance of this Award, newly hired DCNR Ranger Trainees shall serve a 365 day contractual probationary period, or a 2080 regular straight-time hour probationary period in the case of seasonal employees. The contractual probationary period shall cumulative; periods of leave without pay shall not count towards the completion of the contractual probationary period, except that a DCNR Ranger Trainee on leave without pay status shall receive credit towards the contractual probationary period for Act 120 training or other required training taken during the period of leave without pay. A DCNR Ranger Trainee who takes training during a leave without pay period shall not be granted seniority credit for time spent in such training.

13. COMPENSATION FOR INSTRUCTION

Effective upon the issuance of this Award, each employee in the bargaining unit who is assigned to conduct formalized training sessions on the topics listed below shall receive a payment of \$200.00 per category/topic for each training session.

- Firearms
- OC Spray
- Baton
- Defensive Tactics
- Water Rescue
- Ice Rescue
- Traffic Control

14. TOBACCO USE

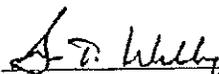
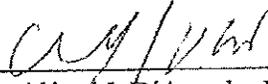
A new section shall be added to Article 31 as follows:

The Commonwealth and the Union agree to treat smokeless tobacco and

electronic smoking devices in the same manner in which other tobacco usage at the worksite is treated.

All remaining terms and conditions of employment not modified by this Award shall remain "as is". All proposals of the parties not included in this Award or adopted by the parties shall be deemed denied.

It is understood that the signatures of the Arbitrators attest to the fact that the contractual changes represent the majority opinion and Award on each issue by the members of the Arbitration panel.

 Date: ~~4-28-13~~  Date: 5/1/13
Sean T. Welby, Esq. Alfred J. D'Angelo, Jr., Esq.
Police-Appointed Arbitrator Commonwealth-Appointed Arbitrator

*DISSENTING
Dissent Attached*

 Date: 5/4/13
John M. Skonier, Esq.
Impartial Chairman

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**THE COMMONWEALTH OF PENNSYLVANIA'S
DISSENT OF AWARD**

The Commonwealth dissents from this Award with respect to the issues of General Wage Increases and Employee contributions to Health Care. The Neutral has opted to adopt the Capitol Police/Commonwealth Act 111 settlement for wages but has refused to adopt that pattern for Employee Health Care premium contributions. Such a result, in the opinion of the Commonwealth Arbitrator, is unconscionable and grossly unfair.

As the Commonwealth demonstrated in its presentation, prior to 2011, all participants in the Pennsylvania Employee Trust Fund ("PEBTF"), with the exception of the instant bargaining unit and Capitol Police, paid contributions into PEBTF at the rate of 3% of wages which is reduced to 1.5% if the employee and spouse enroll in and comply with PEBTF's Get Healthy program.

In the Capitol Police Act 111, the panel required that bargaining unit (approximately 100 full-time Officers) would participate in PEBTF with the same employee contribution as the other 80,000 or more PEBTF participants. In return, that panel awarded Capitol Police a general wage increase for the term of the contract which was 1.5% over the

four-year pattern settlement for the other approximate 60,000 Union-represented employees covered by PETBF. This was designed to help offset the commencement of premium co-pays.

The instant Panel majority has adopted the Capitol Police wage settlement but does not require premium co-pays for Rangers who enroll into Get Healthy. Consequently, the majority would have approximately 87 full-time Rangers being the only such employees participating in PEBTF who do not make employee contributions. Rather, the majority would require that benefits for these 87 Rangers would be subsidized by the other tens of thousands of PEBTF participants. Such a result is unconscionable.

There is no justification for such an award. The majority could not and did not articulate any rationale for treating 87 Rangers differently from all other employees covered by PEBTF, including all other Union-represented employees, all other employees covered by Interest Arbitration decision (Act 111 and Act 195) and all employees in the Executive Branch including the Governor.

It is for these reasons that I dissent from the absurd result reached by the majority.

THE COMMONWEALTH OF PENNSYLVANIA

By: Alfred J. D'Angelo, Jr.
Alfred J. D'Angelo, Jr.
Commonwealth-Appointed Arbitrator