

AGREEMENT

BETWEEN

COMMONWEALTH OF PENNSYLVANIA

AND

THE CORRECTIONAL INSTITUTION VOCATIONAL EDUCATION
ASSOCIATION, PENNSYLVANIA STATE EDUCATION ASSOCIATION,
NATIONAL EDUCATION ASSOCIATION

Effective July 1, 2004 to June 30, 2007

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PREAMBLE

This Agreement entered into by the Commonwealth of Pennsylvania, hereinafter referred to as the Employer; and the Correctional Institution Vocational Education Association, Pennsylvania State Education Association, National Education Association, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Employer and the Association; 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 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 Commonwealth, except as modified by this Agreement.

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 Commonwealth, 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 a 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 2 RECOGNITION

Section 1. The Association is recognized as the exclusive representative for collective bargaining purposes for employees within the classifications established by a certification of the Pennsylvania Labor Relations Board, dated December 8, 1978, more specifically referred to as PERA-R-11-593-C, as amended by PERA-U-465-E.

Section 2. This Agreement pertains only to those employees falling within the certification referred to in Section 1 of this Article.

Section 3. The term "employee" when used in this Agreement refers only to those persons falling within the classifications of the certification referred to in Section 1 of this Article.

ARTICLE 3
ASSOCIATION SECURITY

Section 1. Each employee who, on the effective date of this Agreement, is a member of the Association, and each employee who becomes a member after that date shall maintain his/her membership in the Association, provided that such employee may resign from the Association, in accordance with the following procedure:

a. The employee shall send a certified letter of resignation along with the official membership card of the Association, if available, to the President of CIVEA, Southern Regional Service Center, 4746 Delbrook Road, Mechanicsburg, PA 17055. Employees must provide a copy of the letter to the Personnel Office of the Institution by which the employee is employed.

b. The letter shall be postmarked during the fifteen (15) day period prior to the expiration date of this Agreement and shall state that the employee is resigning membership in the Association and where applicable is revoking check-off authorization.

Section 2. The payment of dues and assessments while a member shall be the only requisite employment condition.

Section 3. In the event the Public Employee 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 this purpose, the provisions of Article 30, Peace and Stability, will remain in full force and effect.

Section 4. The Employer and the Association hereby agree that all non-members of the Association shall be subject to a fair share fee as provided for in Act 84 of 1988 (S.B. 291) and any amendments thereto.

ARTICLE 4
DUES DEDUCTION

Section 1. The Employer agrees to deduct the Association bi-weekly membership dues and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Association by the last day of the succeeding month, after such deductions

are made. This authorization shall be irrevocable by the employee during the term of this Agreement. When revoked by the employee in accordance with Article 3, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Agreement.

Section 2. The Employer further agrees to deduct a fair share fee bi-weekly from all employees in the bargaining unit who are not members of the Association.

Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Association by the last day of the succeeding month after such deductions are made.

Section 3. The Employer will provide the Association, on a quarterly basis, a list of all employees in this bargaining unit. This list shall contain the employee's name, address, social security number, agency in which employed, work location (institution), and whether the employee is full-time, regular part-time or intermittent wage.

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

ARTICLE 5 GRIEVANCE AND ARBITRATION

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) calendar days, the processing of a timely filed contract grievance shall be permitted.

Section 2. Any grievance or dispute which may arise during the term of the Agreement concerning the application, meaning, or interpretation of this Agreement shall be processed in the following manner:

STEP 1. The employee, either alone, or accompanied by an Association representative, or the Association through its representative, where entitled, shall present the grievance in writing to the Employer's worksite designee within fifteen (15) calendar 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.

In addition, in order for the grievance(s) to be discussed at Step 1, the respective Employer worksite designee must have received a written confirmation of those grievance(s) at least fifteen (15) calendar days prior to the prescheduled Step 1 meeting. This period may, however, be extended by mutual agreement. In the case of discharge or continuing liability grievances, such grievances may be discussed at an interim Step 1 meeting on a date that has been mutually agreed upon between the parties.

The parties agree the respective Employer designee and the Association counterpart must schedule and meet on a monthly Step 1 basis, if necessary, in order to attempt to resolve all outstanding grievances. At the Step 1 meeting, the parties will advise each other of all of the then known facts, including witnesses, and furnish copies of relevant reports or investigations upon which the party will rely in proving and/or supporting its respective position.

When special circumstances preclude the disclosure of confidential patient, resident, client, student or inmate information at the Step 1 meeting, the case will be handled in accordance with the agreed upon procedures to be developed by the Commonwealth and the Association.

Any agreed upon final settlement of a grievance reached at Step 1 shall be reduced to writing and signed by the Association and the Employer designee. Decisions at Step 1 shall not be used as precedent for any subsequent case.

After the Step 1 meeting has been held, and the then known information the parties intend to rely on to support their respective positions has been discussed and exchanged, the respective Employer designee must make a written disposition of the matter to the Association within fifteen (15) calendar days from the date of the Step 1 meeting.

In the event the grievance is not disposed of at Step 1, any later discovered or developed evidence, not previously disclosed to the other party at the Step 1 meeting must be received by the other side as soon as practical after discovery and/or development, but in no event later than 48 hours before the Step 2 hearing. (See Rule 4, Section 3 of the Rules of Procedure for Exceptions).

STEP 2. If the Step 1 response is not satisfactory, or a response has not been received by the Association within fifteen (15) calendar days of the Step 1 Meeting, the Association shall have fifteen (15) calendar days after the Commonwealth's response is received or due, to appeal the decision by filing its grievance with the Joint Pennsylvania State Committee (Committee). Such submission shall be made in writing, and shall be filed in accordance with the established procedures with the Office of Administration, Bureau of Labor Relations (OA-BLR) in accordance with the established procedures. Failure of the Association to submit grievances to the Committee within the fifteen (15) calendar day appeal period specified above, shall be cause for the Commonwealth to consider the grievance withdrawn.

When such filing (docketing) occurs, the docketing agent for the Committee (OA-BLR) will furnish official notice confirming the docketing of all cases scheduled to be heard by the Committee, along with the date, place, and time of the scheduled meeting to: the Office of Administration (Bureau of Labor Relations), the affected agency, and the Association's Mechanicsburg office.

The Committee shall have the right to hear testimony from both parties, consider all relevant facts and render a final and binding decision. 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 Committee shall neither add to, subtract from, nor modify the provisions of the Agreement. The Committee shall be confined to the precise issue submitted, as outlined on the original grievance form, and shall have no authority to determine any other issues not so submitted.

If the Committee is unable to reach a decision by majority vote, the matter will be considered "deadlocked". A majority decision of the Committee shall be final and binding on both parties. Decisions of the Committee shall operate as precedent.

A reasonable number of witnesses shall be permitted to attend Committee meetings without suffering the loss of any pay, when their presence is required because of the Commonwealth's refusal to accept the witnesses' written statement, as provided for in the attached Rules of Procedure. Grievants shall be treated in exactly the same manner as witnesses under this procedure.

An employee who presents a grievance or sits on the Committee Panel, shall do so with pay, provided the Association has indicated their desire to have that person participate in the procedure. The number of employees so designated shall not be abused.

Where such Association representatives represent employees in more than one agency, they shall be permitted to cross agency lines for the purpose of processing grievances.

The Employer agrees to create a pool of eight (8) administrative leave days per calendar year which may be used in one-half (1/2) day increments by CIVEA representatives for travel to and from AGP second step meetings. The pool of days will be administered by the Office of Administration.

All leave granted under the provisions of this Article shall be granted consistent with the maintenance of the Employer's efficient operations.

The Committee will function under the Rules of Procedure agreed upon by the parties.

STATE/AGENCY WIDE GRIEVANCES

The Association may present grievances concerning agency-wide actions or state-wide actions directly to Step 2 within fifteen (15) calendar days of the date of the occurrence giving rise to the dispute, or the date when the Association knew, or by reasonable diligence should have known, of its occurrence. However, the Association will meet with the official Agency or Office of Administration designee prior to any hearing on such grievances, in order to resolve any factual disputes relating to such Agency-wide or State-wide grievances.

STEP 3. An appeal from a deadlocked decision at Step 2 may be initiated by the Association, by written notice of the intent to proceed to arbitration. This notice must be sent within fifteen (15) calendar days after the deadlocked decision from Step 2 to the Office of Administration (Bureau of Labor Relations), and the affected Commonwealth Agency (Division of Labor Relations).

The impartial arbitrator is to be selected by agreement between the respective Co-Chairpersons of the Committee within fifteen (15) calendar days after the notice has been given. If the parties fail to agree on an impartial arbitrator, either party may request the Bureau of Mediation to submit a list of seven (7) possible arbitrators to the respective Co-Chairpersons.

The Co-Chairpersons shall, within fifteen (15) calendar days of the receipt of said list, select the arbitrator by alternately striking one name from the list until one name remains. The party requesting the list shall strike the first name. The arbitrator shall be contacted within fifteen (15) calendar days after selection and the case scheduled as soon as possible.

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 arbitrator shall neither add to, subtract from, nor modify the provisions of the 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.

A decision by 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 required to issue a decision within thirty (30) calendar days after the close of the hearing or receipt of the transcript of the hearing.

Each party shall bear the costs of preparing and presenting its own case. All fees and expenses of the arbitrator shall be divided equally between the parties, except where one of the parties to this Agreement request a postponement of a previously scheduled arbitration hearing

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 by the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. If the Association postpones the previously scheduled arbitration, then no liability will accrue to the Commonwealth between the previously scheduled hearing date and the date the case is heard by the arbitrator.

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

Section 4. An employee shall be permitted to have a representative of the Association present at each step of the grievance procedure, up to and including Step 2; subject, however, to Section 606, Article VI of the Public Employee Relations Act. Upon request by an employee or Association representative, a Step 1 grievance meeting will be postponed or rescheduled, if necessary, if an Association representative is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

The Association shall furnish the Employer with the names and work locations of grievance representatives and shall notify the Employer of any changes. The parties hereto agree that the number of Association representatives selected by the Association shall be a reasonable number and is a proper subject for negotiations between the parties.

An aggrieved employee and the Association representative, if employees of the Employer, shall, subject to management's need to maintain efficient operations, be granted reasonable time during working hours, if required, to process Step 1 grievances in accordance with this Article without loss of pay or leave time, except as follows. Association representatives who are employees of the Commonwealth shall be granted annual leave, personal leave or leave without pay to process or investigate grievances at work sites other than their own. Such leave shall be granted at the written request of the Association representative, subject to management's need to maintain efficient operations. Except for emergencies, requests for such leave must be submitted five (5) working days in advance.

Section 5. The committee will function under the Rules of Procedure in Appendix F.

ARTICLE 6 PERSONNEL FILES

Section 1. The official personnel files for employees shall be kept at the institution personnel offices, and an employee shall be given a copy of any material forwarded for inclusion in the

official personnel file. An employee shall have access to his/her official personnel file, excluding pre-employment information, during the regular office hours provided that there shall be no undue interference with the normal routine of the office. Under no circumstances shall the official personnel file be removed from the office by the employee, and his/her access to the file shall be only in the presence of someone in authority in the office. An employee shall be entitled to have a representative of the Association accompany him/her during such review. An employee shall have the right to make such additions or responses to the material contained in his/her personnel file as he/she shall deem necessary, but he/she shall have no right to remove material from the file. Upon written request of an employee, a copy of his/her personnel file will be sent to them at their expense.

Section 2. If the employee is disciplined and subsequently through utilization of the grievance procedure the issue is settled and the disciplinary action is rescinded, all materials pertaining to the disciplinary action shall immediately be removed from the employee's official personnel file, as well as any other personnel file maintained by supervisory or managerial employees.

ARTICLE 7 DISCHARGE, DEMOTION, SUSPENSION AND 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 first step of the grievance procedure under Article 5. PSEA shall be notified promptly by the Employer of any demotion, suspension, or discharge by sending notification of the disciplinary action to the PSEA offices located at Southern Regional Service Center, 4746 Delbrook Road, Mechanicsburg, PA 17055.

Section 2. For each employee hired on or after the effective date of this Agreement there shall be a probationary period of 180 calendar days and the provisions of Section 1 above shall not be applicable during this probationary employment of up to 180 calendar days. The 180 calendar days shall begin on the date the employee enters the Department of Corrections Training Academy. The probationary period can be extended by written agreement between the Employer and CIVEA for an additional period, during which time the provisions of 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 will not count toward the probationary period.

Section 3. 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 4. An employee who is 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 5. The Employer and the Union agree to the alternative forms of discipline in lieu of suspension actions program in accordance with the side letter which is contained in Appendix L.

ARTICLE 8 WORK DAY/WORK WEEK

Section 1. Except for Corrections Activities Specialists, permanent full-time employees may be placed on a 22 pay period work schedule or a 26.08 pay period work schedule at the discretion of the Secretary of Corrections. Each permanent full-time employee placed on a 22 pay period work schedule may elect to have his/her pay distributed over 26.08 pay periods. Employees on a 26.08 pay period work schedule shall not be transferred to a 22 pay period schedule without their consent. Except for Corrections Activities Specialists, the work week for permanent full-time employees shall consist of five (5) consecutive work days in a pre-established work schedule based upon schedules currently in effect at each institution. The work schedule for Corrections Activities Specialists shall consist of any ten (10) work days in a pre-established 14 consecutive day schedule based upon schedules currently in effect at each institution.

In the event a Department of Corrections institution is considering changing the existing configuration of work schedules for Corrections Activity Specialists, the institution will notify the statewide President of CIVEA. Except for emergency changes the institution will meet and discuss, upon request, before implementing such schedule changes.

Section 2. Except for Corrections Activities Specialists, the work day for permanent full-time employees shall commence at times currently in effect at each institution and shall consist of eight (8) hours which shall include one scheduled preparation period per day equivalent to one hour and a one-half hour unpaid lunch period. The preparation period may, on an emergency basis, but not more than two times per month be used for staff meetings. For permanent, full-time Corrections Activities Specialists, the work shift shall commence at times currently in effect at each institution and shall consist of 8.5 hours within a pre-established 24 hour period, of which not more than 7 hours shall consist of direct contact with inmates and inclusive of a one-half hour unpaid meal period. The normal workday for full-time employees shall start between 7:30 a.m. and 12:30 p.m. and there shall be at least 15.5 hours between the end of one day's shift and the beginning of the next day's shift. It is understood that employees will sign in and sign out anytime the employee enters or exits the institution in the same manner as other Department of Corrections staff. If an employee is leaving the institution grounds during the meal period, the employee must verbally notify or leave a note for their supervisor or designee prior to leaving and upon returning to the institution. Such designated personnel shall be established at each institution through meet and

discuss. Employees working in State Correctional Institutions shall be provided with a free meal during their shift.

Section 3. The regular hours of work for any shift shall be consecutive except that they may be interrupted by a meal period.

Section 4. The workday and workweek for regular part-time employees will be governed by the educational programs established by the Employer. Every effort will be made to coordinate all regular part-time funding programs to begin and end at the same time.

Section 5. The workday and workweek as defined in Section 1 and 2 of this Article may be changed by the Employer. In the event of temporary change for security reasons, such temporary change may be implemented immediately.

In those situations where changes are made to the work day or work week for other than security reasons, the Employer agrees to provide the Association with as much advance notice of such contemplated changes as is feasible but in no event shall such notice be less than three (3) weeks prior to the anticipated effective date. The Employer also agrees to meet and discuss, at the request of the Association, prior to the implementation of such changes and further agrees to provide, upon request of the Association, the reasons for the schedule changes.

Each employee affected by such a change will receive notification of such change two (2) weeks prior to the effective date.

Section 6. Compensation for work performed beyond the work schedule (including situations when there are fewer than 15.5 hours between the end of the one day's shift and the beginning of the next day's shift) shall be governed by the provisions of Article 41, Overtime.

Section 7. The parties agree that employees of this bargaining unit who work a minimum of three hours in a full one-half shift shall receive a fifteen minute paid rest period during each one-half shift. The rest period shall be scheduled by the employee at a time when the employee has no inmate contact except at the beginning or end of the work day. No liability shall accrue to the Employer in the event the employee does not schedule a rest period.

Employees may utilize rest periods in conjunction with leave provided the rest period has been earned.

Section 8. A committee consisting of representatives of the Department of Corrections and the Association shall be formed to study the implementation of an academic work year with no decrease in program for the Department of Corrections. The results of the study shall be recommended to the Secretary of the Department of Corrections for consideration in accordance with Section 1 of this Article.

ARTICLE 9
LEAVES OF ABSENCE

Section 1. All requests for leaves of absence must be submitted to the Principal or Corrections Activities Manager, as appropriate, on the appropriate leave forms two weeks prior to commencing said leave except where otherwise specified in this Article. Requests for emergency type leaves shall be answered before the end of the shift on which the request was made. Requests for any type of leave which is not to exceed one month shall be answered by the Employer within five (5) working days. If the requested leave is in excess of one month, the request shall be answered within ten (10) working days.

The time when leave is taken is within the discretion of the Employer.

Section 2. All time that an employee is absent from work shall be appropriately charged.

Section 3. After completing six months of service, employees shall be granted, upon written request, extended leave without pay for illness for a period of at least two consecutive weeks, but not more than six months. If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted for less than two consecutive weeks. The request, which shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return.

If requested and properly documented as medically necessary, leave under this Section shall be approved on an intermittent or reduced-time basis.

After the employee has used an aggregate of six months of leave without pay under this Section, the Employer is not required to grant subsequent leave without pay for this purpose unless six (6) months in an active pay status have elapsed from the termination of the last date of approved leave under this Section.

This Section shall not apply to a work-related injury.

Section 4. Upon request of the employee, an extension of up to an additional six months of leave without pay for illness shall be granted provided the employee provides proof of continuing illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return. The extension shall be without benefits. Upon certification from the employee's doctor that the employee is able to return to work, the employee shall be offered a position in the same classification and institution 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 six-month period, any position in the same classification, or a classification for which the employee qualifies within the institution 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 for which the employee qualifies, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the institution, provided there are no seniority claims to the position, and the agency intends to fill the position.

This Section shall not apply to a work-related injury.

Section 5. Employees shall not be required to use accumulated sick, annual, and/or personal leave prior to the commencement of a leave without pay.

Section 6. Upon the expiration of any approved leave of absence without pay, except as provided in Section 4 above and in Article 24, Section 7, the employee is entitled to return to same or equivalent position subject to the furlough provisions of Article 27, Section 3.

Section 7. It is understood by both parties that the provisions of Sections 3, 4, 5 and 6 are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq. and that leave granted in accordance with Sections 3, 4, 5 and 6 shall be designated as leave under the provisions of the Act.

Section 8. 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 10
SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. Permanent employees shall be eligible for paid sick leave after 30 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 5% of all regular hours paid.

37.5 Hour Workweek	97.5 Hours (13 days)
40 Hour Workweek	104 Hours (13 days)

The above-referenced percentages shall be of all Regular Hours Paid which shall be defined as all hours paid except overtime.

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.

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 purpose of this Section is defined as the following persons: husband, wife, domestic partner, child, step-child, parent, brother or sister of the employee or child of the employee's domestic partner. 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

Over 1 year to 3 years
Over 3 years to 15 years
Over 15 years to 25 years
Over 25 years

Sick Family Allowance

Up to 52.5/56 additional hours (7 days)
Up to 112.5/120 additional hours (15 days)
Up to 150/160 additional hours (20 days)
Up to 195/208 additional hours (26 days)

b. During the initial 20 days (150/160 hours) of absence, paid annual and personal leave 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, domestic partner, child, step-child, or parent of the employee or child of the employee’s domestic partner 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 the employee’s spouse, domestic partner, parent, step-parent, child, or step-child or the child of the employee’s domestic partner and up to three days of such leave may be used for the death of the following relatives of the employee: 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, or any relative residing in the employee's household or the following relatives of the employees domestic partner: parent, brother, sister, grandparent or grandchild.

Section 7. a. Employees who retire 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.

<u>Days Available at Retirement</u>	<u>Percentage Buy-Out</u>	<u>Maximum Days</u>
0 - 100	30%	30
101 - 200	40%	80
201 - 300	50%	150
over 300 (in last year of employment)	100% of days over 300	13

b. Eligibility for payment of benefits under Subsection a. is as follows:

- (1) Superannuation retirement with at least five years of credited service in the State and/or Public School Retirement Systems. For purpose of this Subsection, superannuation under TIAA-CREF shall be 50 years of age with at least 5 years of State and/or public school service, or
- (2) Disability retirement, which requires at least five years of credited service in the State and/or Public School Retirement Systems. For purpose of this Subsection, retirement under TIAA-CREF shall be considered disability if the retiree is found eligible using the procedure established in Appendix M, or

- (3) Other retirement, including retirement under TIAA-CREF, with at least 25 years of credited service in the State and/or Public School Retirement Systems
- (4) After 7 years of service, death prior to retirement or separation of service except as provided in Section 8.
- c. Such employees shall not be paid for part days of accumulated sick leave.
- d. None of the benefits provided for in this Article are to be construed as payable as a death benefit.
- e. No payments under this Section shall be construed to add to the credited service of the retiring member or to the retirement covered compensation of the member.
- f. Effective January 1, 2005, or as soon as practically possible thereafter, 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, Personal 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 to 90 days. Such payments shall not be made for part days of accumulated sick leave.

Section 9. Employees on leave without pay to attend official union conventions or conferences in accordance with Article 17, Leaves for PSEA Service, shall have that time included in regular hours paid for the purpose of earning sick leave entitlement in accordance with Section 1 above.

Section 10. 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 not anticipate sick leave.

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

Section 11. In the event an employee becomes ill and is unable to report for work, said employee shall, prior to the start of the employee's shift, call the Switchboard Operator and give his/her name and work assignment.

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. 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.

ARTICLE 11 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 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 training shall provide four weeks' notice if possible 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 reemployment is provided to the agency head.

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 P.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 and the Public School 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 12
PARENTAL LEAVE

Employees shall be eligible for parental leave as follows:

Section 1. General

All permanent employees of the Employer who become parents through childbirth or formal adoption or placement of a child with an employee for foster care shall be granted parental leave upon request.

Section 2. Granting Leave

a. An employee shall submit written notification to the immediate supervisor, stating the anticipated duration of the leave, at least two weeks in advance if circumstances permit. Such leave shall be granted for a period of time not to exceed six months. Upon the request of the employee and at the discretion of the agency head, parental leaves may be extended or renewed for a period not to exceed six months. In no case shall the total amount of leave exceed 12 months. Parental leaves shall begin whenever employees request; and may be used prior to the date of custody or placement when required for adoption or placement to proceed. No unpaid parental leave shall be granted beyond one year from the birth or of assuming custody of an adopted child or of placement of a foster child.

b. In no case shall a pregnant employee be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.

c. While an employee is on parental leave, the duties of the position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a substitute employee.

Section 3. Re-employment

a. An employee shall have the right to return to the same position in the same classification held before going on parental leave, or to an equivalent position with regard to pay and skill.

b. The employee's anniversary date shall be extended in accordance with the Commonwealth Personnel Rules (relating to leave without pay).

Section 4. Seniority Rights

Upon return from parental leave, an employee shall retain all seniority and pension rights

that had accrued up to the time of leave, but pension rights shall not accrue during the approved parental leave without pay. Seniority shall continue to accrue during parental leave.

Section 5. Annual, Personal and Sick Leave

An employee is entitled to use accrued sick leave for the period that he/she is unable to work as certified by a physician. An employee may use all accrued annual and/or personal leave at any time before, during or after parental leave. Unused leave shall be carried over until return. An employee shall not earn annual, personal and sick leave while on parental leave without pay. Paid leave is not to be included when calculating the six (6) month entitlement.

Section 6.

It is understood by both parties that the provisions of this Article are consistent with the Pennsylvania Human Relations Act 43 P.S. Section 951 et seq. and the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq. and that leave granted in accordance with this Article shall be designated as leave under the provisions of the Act.

Section 7. Guidelines

Guidelines established by the Secretary of Administration regarding parental leave are published through the Directives Management System (Reference Management Directive 530.2). Guidelines regarding state paid benefits while on parental leave are published through the Directives Management System (Reference Management Directive 530.4).

ARTICLE 13
PERSONAL LEAVE DAYS

Section 1. All permanent, full-time employees will be eligible for paid personal leave days as follows:

- a. One paid personal leave day will be earned in the employee's first calendar year of employment, provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in the calendar year.
- b. One paid personal leave day per one-half calendar year will be earned in the employee's second calendar year of employment, provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-half calendar year.

- c. One paid personal leave day per calendar quarter will be earned in the employee's third and subsequent years of employment, provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-quarter calendar year.
- d. Leave service credit earned during all periods of Commonwealth employment will be used to determine whether, for purposes of this Section, an employee is in the first calendar year of employment, the second calendar year of employment, or the third and subsequent years of employment.

Section 2. Personal leave shall be scheduled and granted for periods of time requested by an 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 personal leave at the same time, the employee with the greatest seniority as it relates to total years of continuous service with the Employer at the particular institution shall be given a choice of personal leave in the event of any conflict in selection.

Requests for three or more consecutive annual and/or personal days shall be submitted more than two weeks in advance of the first leave day requested.

Requests for emergency personal leave will be entertained at any time with the understanding that an employee may be required to substantiate the emergency nature of the request. In order to request emergency personal leave, employees must call their supervisor. If their supervisor is not available, the employee may call the institution switchboard and leave a message for their supervisor.

Section 3. Personal leave to which an employee may become entitled during the calendar year may be granted at the Employer's discretion before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for those days of personal leave used but not earned.

Section 4. Personal leave days shall be non-cumulative from calendar year to calendar year. However, employees will be permitted to carry over personal leave days 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 lost.

Section 5. An employee who becomes ill while on personal leave will not be charged personal leave for the period of illness provided the employee furnishes satisfactory proof of such illness to the Employer upon return to work.

Section 6. All permanent part-time employees shall receive personal leave days on a pro rata basis calculated to the nearest half day provided they are in an active pay status a percentage of 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) equal to the percentage of hours normally worked in a biweekly pay period during the earning periods specified in Section 1 above.

Section 7. Effective January 1, 2005, or as soon as practically possible thereafter, 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, Personal 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. 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. For the purpose of this Article, 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.

ARTICLE 14 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 any civil leave usage.

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 possible.

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, 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, 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 15 VACATIONS

Section 1. Permanent employees shall earn annual leave as of their date of hire in accordance with the schedule provided for below. All permanent employees shall be eligible for annual leave after 30 days of service with the Employer.

Leave Service Credit
(Includes all periods of
Commonwealth Service)

Maximum Annual Leave
Entitlement Per Year

Less than 1 Year to 3 Years Inclusive:

Annual Leave will be earned at the rate of 2.70% of all Regular Hours Paid	37.5 Hour Workweek:
	52.5 hours/7 days
	40 Hour Workweek:
	56 Hours/7 days

Over 3 Years to 15 Years Inclusive:

Annual Leave will be earned at the rate of 5.77% of all Regular Hours Paid	37.5 Hour Workweek:
	112.5 Hours/15 days
	40 Hour Workweek:
	120 Hours/15 days

Over 15 Years to 25 Years:

Annual Leave will be earned at the rate of 7.70% of all Regular Hours Paid	37.5 Hour Workweek:
	150 Hours/20 days
	40 Hour Workweek:
	160 Hours/20 days

Over 25 Years:

Annual Leave will be earned at the rate of 10% of all Regular Hours Paid	37.5 Hour Workweek:
	195 Hours/26 days
	40 Hour Workweek:
	208 Hours/26 days

Regular Hours Paid as used in this Article include all hours paid except overtime.

Employees on the 26.08 pay period pay schedule shall be credited with a year of service for each 26.08 pay periods completed in an active pay status, provided they were paid a minimum of one hour in each pay period. Employees on the 22 pay period pay schedule shall be credited with a year of service for each 22 pay periods completed in an active pay status, provided they were paid a minimum of one hour in each pay period.

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. 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 seniority as it relates to total years of continuous service with the Employer at the particular correctional institution shall be given a choice of vacation periods in the event of any conflict in selection.

Requests for three or more consecutive annual and/or personal days shall be submitted more than two weeks in advance of the first leave day requested.

Requests for emergency annual leave will be entertained at any time with the understanding that an employee may be required to substantiate the emergency nature of the request. In order to request emergency annual leave, employees must call their supervisor. If their supervisor is not available, the employee may call the institution switchboard and leave a message for their supervisor.

Section 4. If a holiday occurs during the workweek in which vacation is taken by an employee, the holiday shall not be charged to annual leave.

Section 5. 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 6. 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 January 1, 2005, or as soon as practically possible thereafter, 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, Personal 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 7. 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 10, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 8. Employees on leave without pay to attend official union conventions or conferences in accordance with Article 17, Leave for PSEA Service shall have that time included in regular hours paid for purposes of earning annual leave entitlement and credited service under Section 1 above.

Section 9. 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 leave privilege is being abused by an employee. Permanent employees with less than one year of service since their last date of hire may not anticipate annual leave.

Section 10. 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.

Section 11. 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 16 MISCELLANEOUS LEAVE WITHOUT PAY

Employees may be granted leave without pay at the sole discretion of the Employer for any reason not to exceed two (2) years which may be extended at the discretion of the Employer up to an additional two (2) year period. Requests shall be submitted to the Institutional Superintendent.

ARTICLE 17 LEAVE FOR PSEA SERVICE

Employees who are elected or appointed full-time officials or representatives of PSEA shall, at the written request of the employee, be granted leaves without pay for the maximum term of office, not to exceed three (3) years. Requests for such leave must be submitted sixty (60) days

prior to the start of such leave. In no event shall more than one employee from any one institution be on such leave at any one time.

Association officials or elected delegates shall be granted up to six (6) weeks leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official Association conferences or conventions.

ARTICLE 18 TRAVEL TIME

Employees who are required to attend out-service or in-service training approved by the Department of Corrections, shall receive at the Department of Corrections' discretion, either compensation which is equivalent to their base pay or compensatory time off that is, equivalent to reasonable time the employee spent traveling to and from the required training.

Out-service/in-service training refers to training sessions, conferences, workshops, or seminars which are approved by the Department of Corrections.

Travels not in conjunction with out-service or in-service training will be compensated in accordance with the Department of Corrections policy.

Travel time will be paid for only the reasonable time the employee spends traveling outside of the employees' normal hours of work and shall not include layover time. Time spent in travel during the employees' normal hours of work will be considered hours worked.

All time spent in travel outside of the employees' normal hours of work will be paid at the straight time rate for teachers and at the appropriate rate for Corrections Activity Specialists.

ARTICLE 19 VACANCIES AND TRANSFERS

Section 1. The Employer agrees to post any vacancies fifteen (15) calendar days prior to the filling of such vacancies unless an emergency requires a lesser period of time. The posting shall contain a description of the position, duties involved, yearly salary, institution where the position is located, and the appropriate person to whom applications should be submitted.

Section 2. The selection of personnel to fill any vacancy shall remain a right and prerogative of the Employer.

An employee in this bargaining unit may apply in writing for any vacancy posted in

accordance with Section 1. Employees in this bargaining unit who apply, in writing, shall be considered along with all other applicants. If the Employer decides to fill the vacancy with an employee in this bargaining unit, priority consideration will be given to currently employed full-time employees who have applied and then to currently employed regular part-time employees who have applied.

Section 3. Transfer shall be defined as a change in assignment, grade level, subject matter, or work site within an institution. Transfers shall only be made after consultation with the employee or employees involved. Employees may request an intra-institutional transfer by submitting such request, in writing, to their immediate supervisor. Employees may request an inter-institutional transfer by submitting such request, in writing, to the Superintendent of the requested institution with a copy to the Superintendent of the current institution and the Bureau of Correction Education. Approval of such requests for transfer shall be at the sole discretion of the Employer.

Section 4. Inter-institution permanent transfers shall be made only by agreement between the Employer and the employee.

ARTICLE 20 MEET AND DISCUSS COMMITTEE

Committees composed of representatives of the Association and the Employer are to be established to resolve problems dealing with the implementation of this Agreement and to discuss other problems of mutual concern that may arise.

ARTICLE 21 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 Council 13, American Federation of State, County and Municipal Employees, AFL-CIO, and the Employer. This jointly administered Fund is known as the Pennsylvania Employees Benefit Trust Fund (hereinafter the "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 amounts indicated below on behalf of each permanent full-time employee eligible for benefits and covered by this Agreement:

July 1, 2004 – June 30, 2005 - \$270.00 bi-weekly per employee

July 1, 2005 – June 30, 2006 - \$275.00 bi-weekly per employee

July 1, 2006 – June 30, 2007 - \$300.00 bi-weekly 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 rates.

d. 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.

e. 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.

f. 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.

g. 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 employees claiming under 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 Subsection c. 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 annuitants as provided for in Section 1 (employees) and/or Section 6 (annuitants) 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. Employees hired before August 1, 2003 – Subject to the provisions of Section 3. b., effective at the beginning of the first full pay period in July 2005, employees will contribute one-half percent (0.5%) of their biweekly gross salary. Biweekly gross salary as used throughout this Article excludes premium or supplemental payments such as overtime, shift differentials, higher class pay, etc. Effective at the beginning of the first full pay period in January 2007, the contribution rate will be one percent (1.0%) of the employee's biweekly gross salary.

b. 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.

c. Employees hired on or after August 1, 2003 - Employees will contribute one percent (1%) of their biweekly gross salary.

(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 one percent (1%) employee contribution.

(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 one percent (1%) employee contribution.

d. 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.

e. 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 for the first full pay period in July 2004 and thereafter will be made on a pre-tax basis.

Section 4. a. Permanent employees who are granted sick leave without pay or parental leave without pay may continue to receive benefits as determined and extended by the Fund for up to six months. Permanent employees who are granted family care leave may continue to receive benefits as determined and extended by the Fund for up to 12 weeks. Permanent employees who are granted injury leave (paid and unpaid) may continue to receive benefits as determined and extended by the Fund for up to 12 months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. 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 sickness, parental leave, family care leave or injury leave for longer than one full pay period or who are on leave longer than the applicable period specified 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.

c. Permanent full-time employees and permanent part-time employees who are employed on a 22 pay period schedule and have an expectation of year to year employment with the Employer will continue to receive benefits under the Fund for the period of leave without pay between the completion of their 22 pay period work schedule and the beginning of the subsequent 22 pay period work schedule subject to the criteria in Section 1 above. 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.

d. 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 5a. or c. and 50% contributions for permanent part-time employees for the period of time for which they are entitled to benefits under Subsection 5 a. or c.

e. 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: Effective October 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 annuitant qualify under such Program.

b. Employees who retire prior to July 1, 2004 shall be eligible to elect coverage in the REHP plan of benefits in effect on June 30, 2003, as modified by the Employer from time-to-time. Effective July 1, 2004, the Employer will modify the REHP plan of benefits to conform to the medical and prescription benefits in effect for the active employees. Employees retiring on or after July 1, 2004, shall be eligible to elect coverage in the modified REHP plan of benefits. Annuitants who are eligible for Medical will participate in Medicare supplemental medical plans, and those annuitants who are eligible to enroll in Medicare Part B will not receive benefits through the Retired Employees Health Program for benefits which are provided by Medicare Part B. It is understood that the REHP plan of benefits may be amended to modified by the Employer from time-to-time.

c. For those who retire prior to July 1, 2005 and elect REHP coverage, the Employer shall continue to pay the full cost of coverage under the REHP. Those who retire on or after July 1, 2005, and elect REHP coverage shall be required to contribute to the cost of coverage. The annual contribution rate shall be one percent (1.0%) of the employee's final annual gross salary at the time of retirement from State service, and will be payable monthly at the rate of one-twelfth of the annual 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 annuitant shares, for annuitants 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 15 years of credited service (20 years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems, 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 in the State and/or Public School Retirement Systems,
 - (b) an employee who is furloughed prior to superannuation age and subsequently retires at or after superannuation age during the recall period must have 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems,
 - (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 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems 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 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems 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.

For purposes of this Subsection, superannuation under TIAA-CREF shall be 50 years of age.

- (2) Disability retirement, which requires at least five years of credited service in the State and/or Public School Retirement Systems 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 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or public school retirement systems or 25 years of credited service in the State and/or Public School Retirement Systems.

For purposes of this Subsection, retirement under TIAA-CREF with at least five years of service as a state employee should be considered as disability retirement if the retiree is granted fully state-paid Retired Employees Health Program (REHP) coverage using the procedure established in Appendix J.

- (3) Other retirement, including retirement under TIAA-CREF, with at least 25 years of credited service in the State and/or Public School Retirement Systems except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service in the State and/or Public School Retirement Systems 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) All employees who are age 45 or over on March 1, 1994 and also have at least five years of credited service under the Retirement Code, whether it has been purchased as of that date or eligible to be purchased as of that date, will be "grandfathered in" and the total years of service requirement for fully state paid REHP coverage for those employees will be ten years of credited service at superannuation age rather than fifteen. The three-year rehire rule will not apply to such employees.

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 age 60.

ARTICLE 22
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 the amount will be reduced to 50% on the date the insured individual reaches age 75.

Section 2. a. Permanent employees who are granted sick leave without pay or parental leave without pay will continue to receive 100% State-paid coverage under the current life insurance plan for up to six months. Permanent employees who are on sick or parental leave without pay for longer than six months may remain in the program for an additional six month period by paying the entire premium. Permanent employees who are granted family care leave will continue to receive 100% State-paid coverage under the current life insurance plan for up to twelve (12) weeks. Permanent employees who are granted injury leave (paid and unpaid) will continue to receive 100% State-paid coverage under the current life insurance plan for up to twelve (12) months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

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 sickness, parental, family care, or injury leave for longer than one full pay period may remain in the program for up to one year by paying the entire premium.

c. Permanent employees employed on a 22 pay period work schedule who have an expectation of continued employment will continue to receive 100% state paid coverage for the period they are placed on leave of absence without pay between successive 22 pay period work schedules. 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 \$10,000, unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

Section 4. The Employer agrees that the employees in the bargaining unit are covered by Act 101 of 1976 and Act 632/534 and are eligible for the benefits provided by the aforesaid Acts.

ARTICLE 23
UNEMPLOYMENT COMPENSATION

Employees shall be eligible for unemployment compensation benefits as provided by law.

ARTICLE 24
WORK-RELATED INJURIES

Section 1. 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, annual, or personal 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 12 months or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond 12 months until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of 12 months 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.

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

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. Pay for accumulated leave used will be calculated in accordance with Section 1, 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, if an employee continues to receive workers' compensation, the employee will be placed on leave without pay in accordance with Section 7 below and will not be entitled to receive state-paid benefits.

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. 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.

Section 6. State-paid coverage for life insurance, hospital and medical insurance and supplemental benefits as provided in Articles 21 and 22 will continue for the period of time that the employee is on leave under Sections 1 and 12.

Section 7. 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 27, 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 or Section 12, where applicable and the end of the guarantee in this Section, the employee will be on leave without pay.

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.

Section 8. The compensation for disability retirement arising out of work-related injuries shall be in accordance with the State Employees' Retirement Code.

Section 9. An employee who sustains a work-related injury, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use sick, annual or personal leave for the purpose of continued medical treatment of the work-related injury in accordance with Articles 10, 13 and 15. If no paid leave is available, an employee may use leave without pay. Each absence shall not exceed one work shift or 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 10. 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. Modified duty which is not teaching or teaching related will not be performed on cell blocks, guard towers, kitchens or farms. This shall not be interpreted to preclude the assignment of a Corrections Activities Specialist to duties or to an area or location in which such employees have traditionally performed work.

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 and/or outside their previously assigned shift. 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 one year period of time, the employee may request a demotion 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. If no request is made during the above one year time period, the employee will be terminated.

Section 11. Sections 1 through 10, and 12 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. If an employee retires under TIAA-CREF, benefits under this Article shall cease.

Section 12. 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.

Section 13. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, USC Section 2601 et seq. and that leave granted in accordance with Sections 1 and 12 shall be designated as leave under the provisions of the Act.

Section 14. It is understood by both parties that the provisions of this Article are consistent with the Americans with Disabilities Act.

Section 15. The provisions of this Article shall apply to permanent full-time employees who are injured while working as an Intermittent Wage employee.

ARTICLE 25 PROFESSIONAL EDUCATION PROGRAM

Section 1. The Employer and the Association recognize the need for a Professional Education Program that can be made available on an equitable basis to all permanent employees in the unit.

Section 2. After completion of the probationary period, any full-time permanent employee in this bargaining unit may apply for up to three (3) professional business/education days as defined in Section 3 below. Permanent part-time employees who are scheduled to work at least 50% time shall be eligible to apply for professional business/education days as defined in Section 3 below on a pro-rata basis. The granting of a professional business/education day shall be at the sole discretion of the Employer.

Application for professional business/education days must be sent to and received by the Director of the Bureau of Correction Education at least thirty (30) working days in advance of the anticipated date to be considered. A copy of the application shall be forwarded to the Principal or the employee's immediate supervisor, as applicable.

The three (3) professional business/education days shall be requested for the purpose of attending out-service training.

Section 3. Professional business/education days shall be used for the purpose of:

- (a) Visitations to view other instructional techniques or programs.
- (b) Conventions, conferences, workshops, seminars and/or courses conducted by colleges, universities, or professional associations or to visit other schools.
- (c) Self-initiated conferences.

Attendance at the following will not be considered professional business/education days as defined in this Section:

- (1) Bureau of Correction Education sponsored training.
- (2) Regional Assessment Support Team (RAST) training specifically approved by the Bureau of Correction Education.
- (3) Department of Corrections training approved by the Bureau of Correction Education.
- (4) Training required by any federal or state grant or contract and approved by the Bureau of Correction Education.

Section 4. Professional business/education days are not applicable to organization or preparation for collective bargaining or any business of the Association that deals with collective bargaining.

Section 5. It is understood that the granting of professional business/education days does not include approval of payment of associated fees, expenses and/or travel expenses.

Section 6. After completion of the probationary period, each employee in this bargaining unit may apply for reimbursement up to a maximum of \$300 per fiscal year for professional business/education days. The \$300 may be used for excess tuition, if the excess tuition exceeds the published state university cost per graduate credit, but may not be used to pay any fees, books or mileage related to participation in college or university courses.

Section 7. The Employer agrees to establish a \$51,000 per fiscal year tuition reimbursement fund to reimburse permanent employees in this bargaining unit who work at the seventeen institutions which are not involved in the Commonwealth's secondary school diploma program for the successful completion of accredited academic or vocational courses which would enable

professional employees to maintain or improve skills required in performing their current job duties.

The Employer agrees to establish a \$100,000 per fiscal year tuition reimbursement fund to reimburse permanent employees in this bargaining unit who work at the seven institutions which are involved in the Commonwealth's secondary school diploma program for the successful completion of accredited academic or vocational courses which would enable professional employees to maintain or improve skills required in performing their current job duties.

Correspondence courses are not reimbursable. Video, telecommunication and online courses provided by colleges or universities, which are accredited by Middle States or its other regional equivalents, where there is ongoing interaction during the course, are reimbursable.

Section 8. Tuition reimbursement requests will be approved in the following manner:

- a. The reimbursement rate will be the prevailing per credit rate charged by the Graduate Schools in the State System of Higher Education.
- b. Reimbursement 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. The Employer will respond to requests for approval of courses at the local level within 30 working days.
- c. Reimbursement will be contingent upon successful completion of the course (attainment of the grade of "C" or better). Employees who terminate employment before the end of a course will not be eligible for reimbursement.
- d. The Employer shall accept applications for tuition reimbursement based on the criteria set forth above until such time as the fund set aside for this purpose is depleted. In the event the entire amount budgeted for tuition reimbursement is not used for this purpose in any contract year, re-allocation of these funds shall be at the sole discretion of the Employer.
- e. Professional business/education days as outlined above may be used by an employee in hourly increments (to a total of 22.5 hours) each year to allow an employee's attendance at a college course for which tuition reimbursement has been approved. The use of professional business/education days for this purpose is subject to prior approval and management's ability to maintain efficient operations and provided that an alternate work schedule could not be arranged.
- f. Such employee shall, in the first instance, be reimbursed for no more than six credits per fiscal year. If any tuition reimbursement funds are still available in either fund

after January 15, the Employer may make additional reimbursements to employees covered by either fund up to a total of twelve credits per employee, provided that credits were pre-approved in accordance with a, b, c, and d above.

Section 9. Employees in this bargaining unit are covered by the provisions of Management Directive 535.3, Out-Service Training in accordance with the side letter between the parties dated April 7, 2005.

ARTICLE 26 TRAVEL EXPENSES

Travel expenses shall be paid in accordance with the Commonwealth's 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. In the event the General Services Administration changes its present policy of paying a flat automobile mileage allowance, the parties agree to negotiate concerning changes to the mileage allowance under this Section.

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 work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$4.75, 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 27 SENIORITY

Section 1. Employees shall begin to accrue bargaining unit seniority as of their date of hire with IUP or most recent date of hire into a classification included within this bargaining unit, whichever is earlier. However, those employees who were previously employed by Intermediate Unit 18 will be given additional seniority credit for the time spent as an employee of Intermediate Unit 18 between July 1, 1976 up to and including June 30, 1978.

Section 2. a. Whenever the Employer determines that a furlough is necessary, the Employer will identify by class title the number of positions to be abolished at each institution. The Employer will then identify for furlough the employee(s) in the designated class title at the designated institution with the least amount of bargaining unit seniority, provided the remaining

employees have the necessary qualifications, training and ability to teach the remaining courses or perform the remaining duties.

Employees subject to furlough may bump the employee whose duties and responsibilities the furloughed employee is qualified and/or trained to perform and who possesses the least amount of bargaining unit seniority in the same classification at the Department of Corrections institution within the same seniority unit (see Appendix L). The least senior employee will then be furloughed, provided the remaining employees have the necessary qualifications, training and ability to teach the remaining courses or perform the remaining duties.

Section 3. a. The Employer shall establish a recall list by class title in the inverse order of furlough. Employees on such a recall list shall have rights to a position in the classification from which they were furloughed for a period of three years from the date of furlough provided they have the necessary qualifications, training and ability. If an employee refuses an offer of recall, the employee shall forfeit all recall rights provided for in this Subsection except for those situations where an employee has a contractual arrangement with a school district which requires notice before terminating employment. In such case, the employee shall not forfeit recall rights if the employee is unable to accept recall due to the contractual arrangement.

b. In addition, if an employee is furloughed, the Employer will attempt to place the employee in a budgeted, available uncommitted vacancy in the classification from which the employee was furloughed provided the employee has the necessary qualifications, training and ability. Such placement rights shall be to any correctional institution which utilizes employees covered by this Agreement and shall apply for a period of six months from the date of furlough. Employees will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Subsection shall cease. The furloughed employee shall retain recall rights as provided for in Subsection a. above.

Section 4. In making shift and work schedule assignments for Corrections Activities Specialists, 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 the operation.

Section 5. For the purpose of furlough, five statewide officers and one Association representative per institution will have superseniority. The Association shall provide the Employer, by September 15 of each year, 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, Association title, and work location.

The Association representative will exercise superseniority within the institution, only. The five statewide officers will exercise superseniority within their employing institution. If a statewide officer is unable to remain employed at the institution, the officer will exercise superseniority within the seniority unit. The officer will bump the employee with the least amount of seniority

whose duties and responsibilities the officer is qualified to perform within the seniority unit.

Section 6. Whenever seniority is a consideration for making a determination within this Agreement and two (2) or more employees have the same amount of seniority, and employees are deemed relatively equal in skill and ability, preferential rights shall be determined as follows:

- a. Total years of service at all institutions, i.e. bargaining unit seniority
- b. Institutional seniority
- c. By lot

Section 7. Employees who are on a 22 pay period work schedule shall be given one (1) year of seniority credit.

ARTICLE 28 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. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. 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. 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 scheduled to work on that day and if the employee was in an active pay status on the full last half of the employee's scheduled work day immediately prior and the full first half of the employee's scheduled work day immediately subsequent thereto.

If a holiday is observed while a permanent full-time employee is on sick leave, 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 3. 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 the regular Monday through Friday schedule, subject to the same entitlement requirement.

Section 4. If a permanent Corrections Activities Specialist or Institutional Music Teacher 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 2 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, prior to the holiday or within the 90 calendar day period succeeding the holiday. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time prior to the completion of the 90 calendar day period succeeding the holiday, the employee shall be compensated at the employee's regular rate of pay in lieu of such paid time off.

This paragraph shall apply to an employee attending the Department of Corrections training academy on any of the holidays set forth in Section 1 of this Article, except the day after Thanksgiving.

If a permanent Corrections Activities Specialist or Institutional Music Teacher 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, prior to the holiday or within the 90 calendar day period succeeding the holiday. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time prior to the completion of the 90 calendar day period succeeding the holiday, the employee shall be compensated at the employee's regular rate of pay in lieu of such paid time off.

This paragraph shall apply to an employee attending the Department of Corrections training academy on the day after Thanksgiving.

Section 5. Permanent part-time employees shall receive holidays on a pro rata basis. Employees, at the option of the Employer, shall receive prorated paid leave or shall be paid at their regular hourly rate of pay in lieu of such paid leave.

Section 6. 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 a full schedule, regardless of work schedule, 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 7. 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 8. In no event shall an employee attending the Department of Corrections Training Academy be entitled to duplicate holiday payment. Time worked on holidays during such employee's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 2 of Article 41 of this Agreement.

Section 9. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

Section 10. Corrections Activities Specialists and Institutional Music Teachers will not be scheduled to work on the New Year's Day, Thanksgiving Day or Christmas Day holidays unless the employee's attendance is required at the Department of Corrections Training Academy.

Section 11. Effective January 1, 2005, or as soon as practically possible thereafter, 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, Personal 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 29
GENERAL PROVISIONS

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

Section 2. The Employer agrees to provide space on bulletin boards to the Association for the announcement of meetings, election of officers, or any other material related to Association business. The Association shall not post material detrimental to the labor-management relationship nor of a political or controversial nature.

Section 3. No Association member or representative shall solicit members, engage in organizational work, or participate in other Association activities during any teacher's working hours on the Employer's premises except as provided for in the handling of grievances.

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

Association representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the Employer's designated representative. If the Association representative is an employee of the Employer, he/she shall request from his/her immediate supervisor reasonable time off from his/her regular duties to handle such grievances. The Employer will provide a reasonable number of employees with time off, if required, to attend negotiating meetings.

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 Employee Relations Act.

Section 5. Certain Articles/Sections of this Agreement contain provisions which refer to members of this unit as "teachers" or which specify that employees' duties are "predominantly educational" and include, for example, "teaching responsibilities" or "teacher-related functions". The parties to this Agreement differ in their position with regard to whether all classifications contained within this unit function as teachers. The Commonwealth maintains that certain classifications do not so function while the Association maintains that all do function as teachers.

In the interest of concluding this Agreement and in recognition that the above-referenced contract language predates the addition to this unit of the classifications in question, the parties have agreed that such contract provisions shall remain but without prejudice to either the Commonwealth's or the Association's position in this matter.

Section 6. The policies and procedures relating to the Employer's corporate card program will apply to employees in this unit.

Section 7. The parties agree that employees represented by CIVEA are subject to the provisions of the Department of Corrections Drug Testing Program contained in Appendix G, The Drug Interdiction Equipment Program, Department of Corrections Policy Number 6.3.15; and the K-9 Program, Department of Corrections Policy Number 6.3.14, on the same date that the program and policies are effective for the employee organization which represents the majority of state employees.

The parties agree in the interest of achieving drug and alcohol free Department of Corrections institutions/boot camps/corrections community centers, that the Department of Corrections may modify the above referenced programs and policies including but not limited to reasonable suspicion alcohol testing and random drug and alcohol testing in the same manner as the program and policies are modified for the employee organization which represents the majority of state employees after meeting and discussing with the Union.

The Commonwealth and the Union agree that the coverage of employees by the above referenced programs and policies and the agreement to meet and discuss prior to modifying the above referenced programs and policies represents the result of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes a term and condition of employment for employees in this bargaining unit.

Section 8. School Principals, Corrections Activities Managers, and Corrections Vocational Counselors may perform CIVEA bargaining unit work, provided the employee is qualified to perform the work and provided that the assignment is consistent with operational and organizational requirements. Such assignments will not result in the layoff or downgrading of a bargaining unit employee nor prevent the filling of a budgeted, available vacancy.

ARTICLE 30 PEACE AND STABILITY

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

Section 2. Should a strike occur not authorized by the Association, the Association within twenty-four (24) hours following the request of the Commonwealth shall:

- a. publicly disavow such action by the employees,

- b. advise the Commonwealth in writing that such employee action has not been authorized or sanctioned by the Association,
- 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 Commonwealth reserves the right to discipline, suspend, demote, or discharge any employee who violates the provisions of Section 1 of this Article.

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

ARTICLE 31 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 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 invalidated provision.

Section 2. The Commonwealth and the Association acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee 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 herefrom 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 of 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. Security Training

All employees will be required to take such security training as may be determined and required by the Department of Corrections and the Bureau of Correction Education.

Except for emergency situations, permanent full-time employees in this bargaining unit will not be required to work independently with inmates until the employee has completed the pre-service training requirements referenced in the Department of Corrections Policy 5.2.1, Minimum Training criteria.

Section 5. Except for Corrections Activities Specialists members of this bargaining unit shall not be assigned other duties outside their teaching responsibilities except in the instance when the Superintendent declares an emergency of the nature where no teaching can take place. The duties and responsibilities for staff during emergency situations will be delineated in detail by each institution in their emergency plan in accordance with the February 12, 1996 memorandum on the subject. During institution lockdown situations, employees will continue to perform teaching or teaching related duties for two days. If the lockdown exceeds two consecutive days, employees may be assigned to non-teaching related duties on the third day. Except for Corrections Activities Specialists members of this bargaining unit shall not be assigned to duties on the cell block not normally performed by employees in their job classification, duties routinely done by corrections officers which require inmate supervision, or maintenance, janitorial or farm duties normally performed by inmates.

Corrections Activities Specialists will continue to be assigned duties during emergency or lockdown situations in accordance with past practice, except that employees will not be ordered into emergency situations where uniforms are necessary to distinguish between employees and inmates.

Section 6. In the event an inmate 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 or personal property which were not being worn by the employee but designated by the Employer as necessary for the performance of such employee's work are destroyed by an inmate, or during an official institution shakedown, the Employer shall reimburse the employee for the value of 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 the Employer shall take prompt and timely action in the disposition of employee claims for damaged personal effects. All claims arising under this Section must be submitted within 48 hours from the date of its occurrence or within 48 hours when the employee returns from leave.

Section 7. The Employer does not condone harassment of any employee. The burden of substantiating such an allegation rests with the charging party.

Substantiated instances of such harassment will be remedied by the Employer.

Any grievance or dispute which may arise concerning this issue may be processed in accordance with Article 5 of this Agreement to the Joint State Committee. The Joint State Committee decision as to whether or not the charging party has substantiated that harassment has occurred will be final and binding and shall not be subject to arbitration. The appropriate remedy will be determined by the Joint State Committee.

Section 8. Classroom Security

The Employer agrees that management representatives from each correctional institution shall meet with representatives of the Association regarding classroom security. These representatives shall agree on the classroom security feature most appropriate to each institution subject to the review and approval of the appropriate Deputy Secretary of Corrections. In the event that the committees meeting at each institution are unable to reach an agreement, the discussion shall be moved to a State Level committee comprised of representatives from the Department of Corrections, the Office of Administration and the Association, which shall design a classroom security system for that institution.

Section 9. Personal Information

The Employer agrees that any references to an employee's address, phone number, social security number and dependents shall be kept in a locked cabinet in a secured location not readily accessible to inmates.

ARTICLE 32
SALARIES AND WAGES

Section 1. Effective July 1, 2004, employees will continue to be paid in accordance with the July 1, 2002 Unified Schedule U in Appendix B.

Section 2. Effective July 1, 2005, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of three percent (3.0%). This increase is reflected in the Unified Schedule U in Appendix C.

Section 3. Effective January 1, 2007, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of three and one-half percent (3.5%). This increase is reflected in the Unified Schedule U in Appendix D.

Section 4. A permanent salaried employee whose salary exceeds the maximum of the employee's applicable pay range when the general pay increases outlined in Sections 2 and 3 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 range 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 5. Education Level A on the attached July 1, 2002, July 1, 2005, and January 1, 2007, Unified Pay Schedules shall be applicable to the Corrections Activities Specialist classification and Corrections Activities Specialists shall remain assigned to Education Level A of the Unified Schedule U during the term of this Agreement.

Section 6. a. Employees covered by this Agreement who have been employed continuously by the Commonwealth since July 31, 2003 will be eligible to receive a one step service increment effective on the first day of the first full pay period in July 2004.

b. Employees covered by this Agreement who have been employed continuously by the Commonwealth since July 31, 2005 will be eligible to receive a one step service increment effective on the first day of the first full pay period in July 2006.

c. Employees covered by this Agreement who have been employed continuously by the Commonwealth since January 31, 2006 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2007.

d. 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., and c., if they are in an active pay status on the effective date of the increments.

e. During the term of this Agreement, employees who are at or above the maximum step of their Education Level at the time they become eligible for a service increment as outlined in a., b., and c., 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 7. The cash payments provided for in this Article shall not be added to the employee's base salary. The cash payments will be subject to dues and fair share fee deductions where applicable.

Section 8. Prospective employees are responsible for providing the Bureau of Correction Education all appropriate degree/certification credentials prior to appointment.

Section 9. Employees who apply for a salary adjustment for movement from one educational level to another in accordance with Appendix A must submit all relevant information in the form of official college or university transcripts for all credits earned since the date of hire or last education level adjustment. The relevant information must be received by the Bureau of Correction Education no later than February 15 and August 15. For information received by February 15, the salary adjustment will be effective beginning of the first full pay period in March. For information received by August 15, the salary adjustment will be effective beginning of the first full pay period in September.

Section 10. The salaries of employees shall be paid bi-weekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

Section 11. An employee in an inactive pay status shall, upon return to active status, be entitled to the general pay increases outlined in Section 2 and 3; the cash payments outlined in Section 4; and the annual service increments outlined in Section 6; where applicable.

Section 12. Employees who are assigned to act as mentors will be compensated at the end of the assignment at the rate in effect at the time the payment is made. Mentor compensation for July 1, 2004 thru June 30, 2007 shall be \$530.00.

Section 13. Effective October 1, 2003, all employees will be required to sign up for direct deposit of paychecks and travel expense reimburse.

ARTICLE 33 SHIFT DIFFERENTIAL

Section 1. A permanent employee whose work shift consisting of 7½ or 8 work hours on a scheduled work day begins before 6:00 a.m. or at or after 12:00 noon will be paid a shift differential of \$1.00 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, or who work not less than a full 7½ 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 7½ or 8 hour shift, shall

not receive shift differential or have it included in the base rate for computing the overtime premium rate.

ARTICLE 34
PROFESSIONAL STATUS

Section 1. The employees in this unit are professional employees in the educational field. As professional employees, it is understood that their work is predominantly educational and varied in character; requires consistent exercise of discretion and judgment; and requires knowledge gained by specialized study. Because of the multitude of jobs within this bargaining unit, as well as the variety of task assignments, the relationship between these professional employees and their supervisors will not always be uniform. Generally, whenever feasible, certain basic concepts should be present in this relationship. Among these are the following:

- a. The professional employees should perform task assignments with minimum of supervision and have academic freedom concerning teaching matters within their subject area and in their individual classrooms.
- b. The professional employees may participate in developing solutions to problems, consistent with the needs of management.
- c. A professional employee who is charged with the implementation of a program should have an opportunity to participate in the planning stages for the program.
- d. The professional employee is expected to continually reevaluate a program and to recommend changes when necessary.
- e. The professional employees shall not be required to perform anything other than professional duties.

Section 2. The parties agree that the subject matter of Section 1 of this Article is not grievable under the terms of Article 5, Grievance and Arbitration.

ARTICLE 35
WORKING CONDITIONS

Section 1. Upon a request by the Association, the parties agree to hold Meet and Discuss Meetings for the purpose of discussing working conditions.

Section 2. In accordance with Act 74 of 1991, employees in this bargaining unit when performing teaching or teaching related functions are responsible for therapeutic care custody and control of inmates. Therefore, it is clearly understood that members of this bargaining unit may be required to perform their duties outside the traditional classroom model. Teaching or teaching related duties, except vocational training, may be performed in areas such as but not limited to cell blocks, housing units and living areas for inmates who are unable to attend class/counseling in the School due to restrictions on inmate movement for programmatic reasons by the Department of Corrections, which are not disciplinary in nature. When the Pennsylvania School Code or appropriate State or Federal laws requires programs for school age students, teachers will be required to provide up to five hours per week of cell study instruction. (See Appendix K for Cell Study Policy) The parties agree to meet and discuss over the exact location of the space and its appropriateness for instructional purposes prior to program implementation.

Section 3. The Correction Education Work Rules referenced in Appendix N shall be read in conjunction with the Department of Corrections Code of Ethics dated June 1, 1995.

ARTICLE 36 PRESERVATION OF BARGAINING UNIT WORK

Section 1. The Employer may contract out such work as it deems necessary, provided the reasons are not arbitrary or capricious, nor in conflict with existing statutes, rules or regulations.

Section 2. In those cases where the Employer is considering entering into a new contract or renewing or modifying an existing contract which may have or which has had an adverse impact on bargaining unit jobs, including limiting the growth of the number of bargaining unit jobs, the Employer shall provide the Association with as much advance notice as possible. Prior to executing any such new contract or renewal or modification of an existing contract as described above, the Employer, upon request of the Association, agrees to bargain with the Association concerning the reasons for such contract and concerning the impact on the bargaining unit of the proposed contract or renewal or modification of an existing contract, subject to the Association's right to submit unresolved disputes to the grievance and arbitration procedures of this Agreement. In the event an agreement is not reached as a result of bargaining under this Article, the Employer shall be free to execute the proposed contract or to renew or modify an existing contract.

Section 3. The parties agree that the Bureau of Correction Education, and the Association will design a program to coordinate the use of volunteer teachers, inmate teachers and inmate tutors at each institution. The use of volunteer teachers, inmate teachers and inmate tutors to assist the work force will not cause the lay-off of an employee or prevent the filling of a budgeted, available, vacancy. Except for one on one inmate literacy tutoring programs, volunteer teachers, inmate teachers and inmate tutors shall work under the direction of a classroom teacher for instructional purposes.

Section 4. The Employer and the Association acknowledge the above represents the results of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out bargaining unit work.

ARTICLE 37
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 38
FAMILY CARE LEAVE

Section 1. After completing one year of service, permanent employees shall be granted, upon written request, up to 12 weeks of leave without pay in a calendar year for the purpose of attending to the medical needs of the employee's spouse, domestic partner, parent, son or daughter or other person qualifying as a dependent. The one year of service will include all periods of Commonwealth service provided the employee has worked at least 1250 hours within the last twelve months.

Leave for this purpose may be taken one day at a time if necessary. Leave shall be approved for less than one day at a time when medically necessary due to a serious health condition as defined in the Family and Medical Leave Act of 1993.

The request, which shall be submitted at least two weeks in advance if circumstances permit, must include documentation supporting the need for Family Care Leave.

Section 2. State paid coverage for life insurance and for health benefits as provided in Articles 21 and 22 will continue for the period of time the employee is on family care leave under Section 1 of this Article.

Section 3. It is understood that the twelve week entitlement under Section 1 above may not be extended.

Section 4. Employees will not be required to use accumulated annual and/or personal leave prior to taking family care leave without pay.

Section 5. An employee shall have the right to return to the same position in the same classification held before going on Family Care Leave, or to an equivalent position with regard to pay and skill.

Section 6. For the purpose of this Article, parent shall be defined as the biological parent of the employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

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

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

Section 7. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq. and that leave granted in accordance with this Article shall be designated as leave under the provisions of the Act.

Section 8. 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 9. 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.

ARTICLE 39 SAFETY AND HEALTH

Section 1. The Employer will take affirmative action to ensure compliance with laws concerning the health and safety of employees working in State-owned or leased buildings.

Section 2. The Employer agrees to inform the local Association, as soon as possible, when representatives of the Bureau of Occupational and Industrial Safety, Department of Labor & 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 Association representative 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 Association.

Section 3. The Employer will not assign employees to any work area in any building owned or leased by the Commonwealth while there is clear and present danger to their safety and such a danger is not an anticipated part of the professional responsibilities and risks of an individual working in a correctional setting.

Section 4. The Employer will take appropriate action to protect its employees from injury while at work in any buildings owned or leased by the Commonwealth. 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 5. The Employer agrees to advise the local Association of the identity of all inmates who have a communicable disease or are suspected of having a communicable disease.

Section 6. Upon written request, the Association shall be provided with copies of statistical reports concerning work-related accidents. Upon request, the Association shall be provided with copies of reports concerning work-related accidents provided the Association has obtained the express written approval of the employee involved.

Section 7. The Employer agrees to establish a health and safety committee at each work location. At those work locations where such committees are already in existence and are composed of representatives of various employee organizations, employees on such committees in classifications represented by the Association shall be appointed by the Association. The purpose of the committee shall be to investigate present or potential safety hazards and to make recommendations for corrective action. Unless otherwise agreed by the parties, the committees 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, Association 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 8. If an employee experiences an exposure as defined in Act 148 to an inmate's blood and body fluid, the employee and the Employer shall follow the procedures outlined in Act 148 of 1990. If such procedures require an employee to attempt to obtain a court order to obtain the HIV status of the inmate, the Employer shall reimburse reasonable attorney's fees unless the Employer determines that the attempt to obtain the court order is without merit or unless the Department has attempted to obtain a court order on behalf of the employee. An employee may utilize the grievance procedure to challenge the Employer's denial of reasonable attorney's fees.

Section 9. Permanent employees shall be eligible to receive Hepatitis B vaccine in accordance with Department of Corrections policy and procedure.

Section 10. The Employer shall notify the Association as soon as practicable when plans are being considered for remodeling or relocation of office or classroom space.

ARTICLE 40
INTERMITTENT WAGE EMPLOYEES

Section 1. Intermittent wage employees shall be paid an hourly rate of \$19.89. Effective the first day of the first full pay period in July 2005, the hourly rate shall be increased to \$20.49. Effective the first day of the first full pay period in January, 2007, the hourly rate shall be increased to \$21.21.

Section 2.

- a. All intermittent wage positions will be posted at all institutions for a period of 15 calendar days. Contained on the posting will be a description of the position and the maximum number and the termination date of hours available.
- b. Qualified full-time employees in the unit shall be given the opportunity to fill intermittent wage positions at their employing institution. Second preference shall be given to qualified full-time employees from another institution. If the position cannot be filled by using full-time employees, non-unit members will be offered the opportunity to fill these positions. The determination of qualifications shall be at the sole discretion of the Employer, that is, the employee's name must appear on the appropriate Civil Service list and the employee must be rated at least overall satisfactory in the employee's full-time position and the employee must have an acceptable attendance record (no leave restrictions). Performance evaluations which are more than one year old will not be used for this purpose. Performance evaluations which rate an employee overall unsatisfactory or needs improvement will be reviewed by the Bureau of Correction Education before being issued.
- c. If an intermittent wage position is filled with a full-time permanent employee in accordance with Section 2b, the filling of the position is covered by the dual employment provisions of the Commonwealth's Personnel Rules.
- d. If an intermittent wage position is filled with an employee of any other Commonwealth agency, the filling of the position is covered by the dual

employment provisions of the Commonwealth's Personnel Rules and the supplementary employment provisions of the Governor's Code of Conduct.

- e. If two or more full-time qualified employees from an institution apply for the same position in their institution, the most senior qualified employee will be awarded the position. If two or more full-time qualified employees from two or more different institutions apply for the same position at a third institution, the most senior qualified employee will be awarded the position.
- f. No full-time bargaining unit member may occupy more than one intermittent wage position at the same time, except at the discretion of the Director of the Bureau of Correction Education.
- g. If a full-time member of this bargaining unit is employed as an intermittent wage employee and fails to complete a contracted intermittent wage assignment for other than an acceptable emergency reason, the employee will not be eligible for an intermittent wage position for the following year.

Section 3. The following Articles of the Collective Bargaining Agreement shall not apply to intermittent wage employees: Articles 7 through 19, 21, 22, 24, (except as provided in Article 24, Section 15) 25, 27, 28, 32, 33, 38, and 41.

Section 4. The workday and workweek for intermittent wage employees will be governed by the educational programs established by the Employer. Every effort will be made to coordinate all regular intermittent wage funding programs to begin and end at the same time.

Section 5. The Employer shall not suspend or discharge an intermittent wage employee without just cause. An intermittent wage employee may appeal a suspension or discharge beginning at Step 1 of the grievance procedure contained in Article 5. PSEA shall be notified promptly by the Employer of any suspension or discharge by sending notification of the disciplinary action to the PSEA Office located at Southern Regional Service Center, 4746 Delbrook Road, Mechanicsburg, PA 17055.

Termination of an intermittent wage employee due to the allotted hours being depleted for any reason is not grievable.

Section 6. The Correction Education Work Rules referenced in Appendix N shall be read in conjunction with the Department of Corrections Code of Ethics dated June 1, 1995.

Section 7. The salaries of intermittent wage employees shall be paid bi-weekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

ARTICLE 41
OVERTIME

Section 1. a. Except for Corrections Activities Specialists one and one-half of the employee's regular hourly rate of pay shall be paid for work beyond the work schedule.

b. For Corrections Activities Specialists one and one-half of the employee's regular hourly rate of pay shall be paid for work in excess of eight hours in any one work day or in excess of 80 hours in a pre-established bi-weekly work schedule.

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.
- b. Rest periods.
- c. Holidays – except where compensation is paid for a holiday which occurs on an employee's day off.
- d. Annual leave.
- e. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- f. Personal day leave.
- g. Sick leave.
- h. Administrative leave.

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

- a. Employees 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 8, Section 1, 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 bi-weekly 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 bi-weekly 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 bi-weekly 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 bi-weekly 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 bi-weekly 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 Association and the employee involved, compensatory time at the appropriate rate may be granted in lieu of overtime pay. Such compensatory time is to be granted within the 90 calendar day period succeeding the date on which the overtime is worked. 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, prior to the completion of the 90 calendar day period succeeding the date on which the overtime is worked, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off.

Effective January 1, 2005, or as soon as practically possible thereafter, 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, Personal 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 5. Employees who are required to remain on duty during meal periods shall be compensated for these periods at the appropriate rate of pay.

Section 6. Pay for overtime is to be made on the pay day on 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 7. 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 42 CLASSIFICATION

Section 1. 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 above the employee's current rate of pay or the starting rate of pay of the pay range for the higher classification, 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. Payment will be included in the bi-weekly paycheck, once the five full cumulative day threshold has been met. 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.

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.

Section 2. Grievances arising from 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. It is also understood and agreed that grievances pertaining to this Article shall be processed in the following manner:

STEP I. The employee, either alone or accompanied by the Association representative, shall present the grievance in writing to the employee's immediate supervisor 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 will provide a decision on the grievance to the employee within fifteen (15) working days of its presentation.

STEP II. In the event the grievance is not resolved at Step I, the appeal must be presented in writing by the employee or Association representative to the head of the employee's division, bureau, institution, or equivalent organizational unit within fifteen (15) working days after the Step I response is due. The official receiving the written appeal, or the official's designated representative, shall respond in writing to the employee and the Association representative within fifteen (15) working days after receipt of the appeal.

STEP III. The employee or the Association may appeal a Step II decision by presenting the grievance in writing to the agency head within fifteen (15) working days after the Step II decision is due. The agency head, or the agency head's designated representative shall respond in writing to the employee and Association representative within fifteen (15) working days after receipt of the appeal.

STEP IV. The employee or the Association representative may appeal a Step III decision by presenting the grievance in writing to the Division of Classification and Pay, Office of Administration, within fifteen (15) working days of the Step III decision. Said grievance shall contain a copy of the Step II and Step III decisions. The Division of Classification and Pay, Office of Administration shall issue a decision in writing to the Association within fifteen (15) working days after receipt of the appeal.

STEP V. The Association, in response to an unfavorable decision at Step IV, may submit appeals to an arbitration panel. The Association shall serve upon the Employer a notice in writing of its intent to proceed to arbitration within fifteen (15) working days after receipt of the Step IV decision.

The arbitration panel shall consist of three (3) 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 (5) names to be mutually agreed upon by the Employer and the Association. 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 panel shall neither add to, subtract from, nor modify the provisions of this understanding nor recommend any alterations or revisions to the Commonwealth's classification and compensation plans. The findings of the panel shall be submitted to the parties within thirty (30) days after the hearing or receipt of the transcript when taken. The determination of the panel shall be final and binding.

All of the time limits contained in this Agreement may be extended by mutual agreement. 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 shall be shared equally by the parties. Each party shall bear the cost 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.

A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure without loss of pay or leave time. An aggrieved employee and Association representative, if employed by the Employer, shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Agreement without loss of pay or leave time.

It is understood and agreed that the grievance procedure as described above pertains only to those grievances alleging a violation of this Article.

ARTICLE 43 LEAVE DONATION PROGRAM

Section 1. Effective January 1, 2005, the Commonwealth will implement and administer a Leave Donation Program. Permanent employees may donate annual and personal leave to a designated permanent employee in the employee's agency who has used all accrued and anticipated paid leave for the current leave calendar year. The leave is to be used for the recipient's own catastrophic injury or illness or for the catastrophic injury or illness of a family member. 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 12, 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, 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.

c. A 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. The absence due to the catastrophic 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 same catastrophic illness or injury. Annual, personal, 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 catastrophic 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.

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

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

(2) For the catastrophic injury or illness of a family member, all accrued annual, personal, 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.

f. 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 the catastrophic illness or injury.

g. 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.

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

i. 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.

j. 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 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 (7.50 or 8.0 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). Anticipated personal leave may not be donated.

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 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 12, Section 6.

Section 4. The provisions of this Article are not grievable under Article 32 of this Agreement.

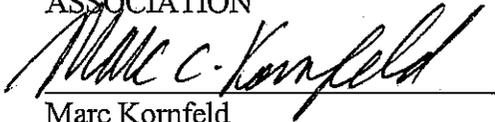
Section 5. For the purpose of this Article, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

ARTICLE 44
TERM OF AGREEMENT

This Agreement shall be effective July 1, 2004 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, 2007.

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 7th day of April 2005.

THE CORRECTIONAL INSTITUTION
VOCATIONAL EDUCATION ASSOCIATION,
PENNSYLVANIA STATE EDUCATION
ASSOCIATION, NATIONAL EDUCATION
ASSOCIATION



Marc Kornfeld
PSEA Representative

COMMONWEALTH OF PA



Secretary Michael J. Masch
Secretary of Budget and Administration

APPENDIX A - EDUCATIONAL LEVELS

Academic Track Education Level	Vocational Track Education Level
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Education Level 1	N/A	Vocational Instructors with up to 29 credits or CIVEA entrance level
Education Level 2	N/A	Vocational Instructors with 30-44 credits and passed appropriate Occupational Competency Test(OCT). Not Applicable for CIVEA employees
Education Level 3	N/A	Vocational Instructors with 45-59 credits and passed appropriate OCT. Not applicable for CIVEA employees
Education Level 4	Bachelor's Degree	Vocational Instructors with 60-89 credits and passed appropriate OCT or for CIVEA employees with Vocational 1 Certificate
Education Level 5**	Bachelor's Degree + 24 credits	N/A
Education Level 6	Master's Degree or Equivalent* or Bachelor's Degree with Pa. Certification in Deaf Education	Vocational Instructors with 90-104 credits and passed appropriate OCT or for CIVEA employees with Vocational 2 Certificate
Education Level 7	Master's Degree or Equivalent**+15 credits or Master's Degree with Pa. Certification in Deaf Education	Vocational Instructors with 105-119 credits and passed appropriate OCT or for CIVEA employees with Vocational 2 Certificate + 24 credits
Education Level 8	Master's Degree or Equivalent**+30 credits or Master's Degree +15 credits with Pa. Certification in Deaf Education	Vocational Instructors with 120-134 credits and passed appropriate OCT. Not applicable for CIVEA employees
Education Level 9	Master's Degree or Equivalent**+45 credits or Master's Degree +30 credits with Pa. Certification in Deaf Education	Vocational Instructors with 135-149 credits and passes appropriate OCT or for CIVEA employees with Vocational 2 Certificate +45 Credits
Education Level 10	Master's Degree or Equivalent**+60 credits or Master's Degree +45 credits with Pa. Certification in Deaf Education	Vocational Instructors with 150-164 credits and passed appropriate OCT. Not applicable for CIVEA employees
Education Level 11	Master's Degree + 60 credits with Pa. Certification in Deaf Education	N/A
Education Level 12	Ph.D./Ed.D or Ph. D/Ed.D with Pa. Certification in Deaf Education	N/A

This chart summarizes but does not supersede the more specific requirements for Education Level Placement and Advancement set forth in proper labor contracts.

Any Institutional Music Teacher, Institutional Arts Teacher, or Institutional Crafts Teacher without academic degree will be placed at the Minimum Step of Educational Level 4.

Vocational Instructors hired after first full pay period April 2001 with Instructional 1 Certificate from Department of Education will be for pay purposes be placed on Academic Track.

***: Including MECA: Masters Equivalency for Contract Administration for CIVEA bargaining unit only.**

****: For placement on the Unified Schedule, employees with a Bachelor's Degree + 15 credits as of 4/2001 will be given a one time only grandfather to Education Level 5.**

The criteria for advancement to each Academic Track Education Level, are set forth below:

(1) BA/BS (Level 4) – The employee must be certified by the Pennsylvania Civil Service Commission as qualified for employment in the relevant position, and an original transcript from an accredited college or university certifying that a BA or BS degree has been awarded will be required.

a. BA/BS + 24 Credits (Level 5) – Credits submitted for advancement to this Level must have been earned after the BA/BS was awarded. Credits will be accepted subject to the following conditions:

Undergraduate Credits – Undergraduate credits must be from an accredited college or university. Credits will be approved in accordance with the procedures established in the Directives Management System, and original transcripts will be required to verify the acceptability of credits submitted.

Graduate Credits – Graduate Credits must be from an accredited college or university. Credits will be approved in accordance with the procedures established in the Directives Management System, and original transcripts will be required to verify the acceptability of credits submitted.

In-Service Credits – In-Service Credits must be from courses approved by the Pennsylvania Department of Education.

Employees who on March 31, 2001 were on previous Education Level 2 on the July 1, 2000 pay schedule will either be moved to Education Level 4 on the April 2001 Unified Schedule or be grandfathered on Education Level 5 on the April 2001 Unified Schedule. After this one time only choice is made, movement to the next Education Level will require acquisition of the number and type credits required.

b. Master Degree (Level 6) – Advancement to this Level will require the employee to have been awarded one of the following: a Masters Degree, a Masters Equivalency (ME), or a Masters Equivalency for Contract Administration Purposes (MECA).

Masters Degree – An original transcript from an accredited college or university certifying that a Masters Degree has been awarded will be required, or;

Masters Equivalency (ME) or Masters Equivalency for Contract Administration Purposes (MECA) –The ME/MECA requires thirty-six (36) credits and certification by the Bureau of Correction Education. Eighteen (18) in-service credits are allowable as a component of the required thirty-six

(36), however the remaining eighteen (18) must be graduate credits from an accredited college or university. An original transcript will be required, and no undergraduate credits will be accepted for movement to this Level.

- (4) Masters or ME/MECA +15 Credits (Level 7) Credits submitted for advancement to this Level must have been earned after the Masters Degree or ME/MECA was awarded. Advancement to this Level requires the employee to earn fifteen (15) graduate credits beyond the Masters or ME/MECA Level, from an accredited college or university. An original transcript will be required, and undergraduate credits submitted for movement to this level may be approved at the sole discretion of the Director of the Bureau of Correction Education. The Bureau Director's decision regarding the acceptability of undergraduate credits for movement to this Level will be final and non-grievable.
- (5) Masters or ME/MECA + 30 Credits (Level 8) Credits submitted for advancement to this Level must have been earned after the Masters Degree or ME/MECA was awarded. Advancement to this Level requires the employee to earn fifteen (15) graduate credits beyond the Masters or Me/MECA + 15 credits Level, from an accredited college or university. An original transcript will be required, and undergraduate credits submitted for movement to this Level may be approved at the sole discretion of the Director of the Bureau of Correction Education. The Bureau Director's decision regarding the acceptability of undergraduate credits for movement to this Level will be final and non-grievable.
- (6) Masters or ME/MECA +45 Credits (Level 9) Credits submitted for advancement to this Level must have been earned after the Masters Degree or ME/MECA was awarded. Advancement to this Level requires the employee to earn fifteen (15) additional graduate credits beyond the Masters/ME/MECA +30 Level, from an accredited college or university. An original transcript will be required, and undergraduate credits submitted for movement to this level may be approved at the sole discretion of the Director of the Bureau of Correction Education. The Bureau Director's decision regarding the acceptability of undergraduate credits for movement to this Level will be final and non-grievable.
- (7) Masters of ME/MECA + 60 Credits (Level 10) Credits submitted for advancement to this Level must have been earned after the Masters Degree or ME/MECA was awarded. Advancement to this level requires the employee to earn fifteen (15) additional graduate credits beyond the Masters/ME/MECA + 45 Level, from an accredited college or university. An original transcript will be required, and undergraduate credits submitted for movement to this Level may be approved at the sole discretion of the Director of the Bureau of Correction Education. The Bureau Director's decision regarding the acceptability of undergraduate credits for movement to this Level will be final and non-grievable.

- (8) Ph.D or D.Ed. (Level 12) – For advancement to this Level, an original transcript from an accredited college or university certifying that a Ph.D or D.Ed. Degree has been awarded will be required.

The criteria for advancement to each Vocational Track Education Level, are set forth below:

- (1) Vocational Trade (Level 1) – The employee must be certified by the Pennsylvania Civil Service Commission as qualified for employment in the relevant position.
 - a. Vocational I (Level 4) – For advancement to this Level, employees must meet the following requirements:
 - Occupational Competency Tests – employees must pass the appropriate Occupational Competency Test, and;
 - Experience/Administrative Equivalency – employees must furnish documentation to the Bureau of Correction Education to establish that they have (at least) two years of relevant wage earning experience beyond the apprentice level. In addition, employees must submit documentation to establish that they have earned the number and types of credits required by the Bureau of Correction Education for a Vocational I Administrative Equivalency. An original transcript will be required, and the Bureau Director’s decision regarding the acceptability of credits for movement to this Level shall be final and non-grievable.
 - b. Vocational II (Level 6) – For advancement to this Level employees, must meet the following requirements:
 - Vocational I Prerequisite – employees must have satisfied the requirements for Educational Level 4, as set forth above, and;
 - Credit Requirements for Vocational II/Vocational II Equivalency – employees must furnish documentation to the Bureau of Correction Education to establish that they have earned forty-two (42) appropriate credits from an accredited college or university of the type required by the Department of Education. The credits must have been earned after the attainment of the Level 4 credentials, as outlined in (2) above. Or alternatively, employees may advance to this Vocational Level by submitting documentation to establish that they have earned the number and types of credits required by the Bureau of Correction Education for a Vocational II Administrative Equivalency. An original transcript will be required, and the Bureau Director’s decision regarding the acceptability of credits for movement to this Level shall be final and non-grievable.
- (4) Vocational II (or Vocational II Equivalency) +24 Credits (Level 7) – For

advancement to this Level, employees must furnish documentation to the Bureau of Correction Education to establish that they have earned twenty-four (24) appropriate credits from an accredited college or university of the type required by the Department of Education. The credits must have been earned after the attainment of the Level 6 credentials outlined in (3) above, and must be related, in the opinion of the Director of Correction Education, to the employee's current assignment. An original transcript will be required, and the Bureau Director's decision regarding the acceptability of credits for movement to this Level shall be final and non-grievable.

- (5) Vocational II (or Vocational II Equivalency) +45 Credits (Level 9) – For advancement to this Level, employees must furnish documentation to the Bureau of Correction Education to establish that they have earned twenty-one (21) appropriate credits from an accredited college or university of the type required by the Department of Education. The credits must have been earned after the attainment of the Level 7 credentials outlined in (4) above, and must be related, in the opinion of the Director of Correction Education, to the employee's current assignment. An original transcript will be required, and the Bureau Director's decision regarding the acceptability of credits for movement to this Level shall be final and non-grievable.

New Vocational Specialties – In the event the Employer determines it is necessary to add new Vocational Specialties to the existing complement, the Bureau of Correction Education will develop specific guidelines governing eligibility for employment in the new Vocational Specialty similar to those now in place for current vocational specialties. Guidelines for new Vocational Specialties will be discussed with the Association prior to their implementation. Education Level advancement for these, Vocational Instructors will be governed by I. F., as outlined above. For new vocational specialties where Occupational Competency Tests are not offered to non-enrolled applicants at locations) within the Commonwealth, Education Level movement will be governed by the following:

- A. Vocational Trade (Level 1) – The employee must be certified by the Pennsylvania Civil Service Commission as qualified for employment in the relevant position.
- B. Vocational I/Contract Administration Equivalency (Level 4) – When no Occupational Competency Test are available for a newly created Occupational Specialty, employees must furnish documentation to the Bureau of Correction Education to establish that they have (at least) two years of relevant wage earning experience beyond the apprentice level, and; documentation to establish that they have earned eighteen (18) additional appropriate credits since the commencement of their employment at Level 1. An original transcript will be required, and the Bureau Director's decision regarding the acceptability of credits for movement to this Level shall be final and non-grievable.
- C. Vocational II/Contract Administration Equivalency (Level 6) -
 - (1) Vocational I Prerequisite – employees must have satisfied the requirements

for Educational Level 2, as set forth above, and;

- (2) Credit Requirements for Vocational II/Contract Administration Equivalency – employees must furnish documentation to the Bureau of Correction Education to establish that they have earned forty-two (42) appropriate credits from an accredited college or university. The credits must have been earned after the attainment of the Level 4 credentials, as outlined in II. B., above. An original transcript will be required, and the Bureau Director’s decision regarding the acceptability of credits for movement to this Level shall be final and non-grievable.
- D. Vocational II/Contract Administration Equivalency +24 Credits (Level 7) – employees must furnish documentation to the Bureau of Correction Education to establish that they have earned twenty-four (24) appropriate credits from an accredited college or university. The credits must have been earned after the attainment of the Level 6 credentials, as outlined in II. C., above. An original transcript will be required, and the Bureau Director’s decision regarding the acceptability of credits for movement to this Level shall be final and non-grievable.
- E. Vocational II/Contract Administration Equivalency +45 Credits (Level 9) – employees must furnish documentation to the Bureau of Correction Education to establish that they have earned twenty-one (21) appropriate credits, from an accredited college or university. The credits must have been earned after the attainment of the Level 7 credentials, as outlined in II. D., above. An original transcript will be required, and the Bureau Director’s decision regarding the acceptability of credits for movement to this Level shall be final and non-grievable.

Miscellaneous Provisions

- A. Distinction between Undergraduate Credit Reimbursement and Advancement Criteria – The parties agree that unless specified in a future Agreement, the acceptance of undergraduate credits for tuition reimbursement shall not be construed to indicate that the undergraduate credits are acceptable for movement on the salary schedule.
- B. Certification of College Level Examination Program (CLEP) Results –The parties agree that in order for the results of CLEP Tests to be translated into credits acceptable for movement on the salary schedule, the test results must be certified as yielding a specific number of acceptable credits by an accredited college or university, and the credits must appear on an official transcript of an accredited college or university as credits actually awarded.
- C. Business Education Instructors – The Employer will continue to treat all Business Education Instructors as Academic Track employees.

- D. Occupational Competency Test Fees – Fees charged for required occupational competency tests will be reimbursable through the tuition reimbursement fund, provided sufficient money is available from the fund’s current year allocation to process such reimbursements.
- E. Waiver of Occupational Competency Tests – Occupational competency tests will be waived on a one-time basis for current employees as of July 1, 1996, provided they meet all other requirements for movement on the salary schedule, as set forth above.

D4, E4 & S4 EMPLOYEE PAY SCHEDULE
 APPENDIX D
 EFFECTIVE JANUARY __, 2007 FOR SCRANTON STATE SCHOOL FOR THE DEAF AND THADDEUS STEVENS STATE SCHOOL OF TECHNOLOGY

EFFECTIVE JANUARY __, 2007 FOR SCOTLAND SCHOOL FOR VETERANS' CHILDREN

EFFECTIVE JANUARY 1, 2007 FOR E4 AND S4 EMPLOYEES
 SCHEDULE U

PAY STEP	EDUCATION LEVEL A	EDUCATION LEVEL 1	EDUCATION LEVEL 2	EDUCATION LEVEL 3	EDUCATION LEVEL 4	EDUCATION LEVEL 5	EDUCATION LEVEL 6	EDUCATION LEVEL 7	EDUCATION LEVEL 8	EDUCATION LEVEL 9	EDUCATION LEVEL 10	EDUCATION LEVEL 11	EDUCATION LEVEL 12
1	19.11												
REGULAR BIWEEKLY*	1528.80	1,590.78	1,606.69	1,622.81	1,638.97	1,665.65	1,692.31	1,751.48	1,812.84	1,876.26	1,909.07	1,923.40	1,942.61
DISTRIBUTED BIWEEKLY**		1,346.04	1,359.50	1,373.15	1,386.81	1,409.38	1,431.96	1,482.04	1,533.92	1,587.62	1,615.38	1,627.50	1,643.73
12 MONTH ANNUAL****	39,871	41,488	41,902	42,323	42,744	43,440	44,135	45,679	47,279	48,933	49,789	50,162	50,663
ACADEMIC ANNUAL****		34,997	35,347	35,702	36,057	36,644	37,231	38,533	39,882	41,278	42,000	42,315	42,737
2	19.52												
REGULAR BIWEEKLY*	1561.60	1,662.39	1,679.02	1,695.78	1,712.75	1,740.60	1,768.46	1,830.30	1,894.36	1,960.68	1,995.00	2,009.93	2,030.06
DISTRIBUTED BIWEEKLY**		1,406.65	1,420.69	1,434.88	1,449.27	1,472.81	1,496.38	1,548.73	1,602.92	1,659.04	1,688.08	1,700.69	1,717.73
12 MONTH ANNUAL****	40,727	43,355	43,789	44,226	44,669	45,395	46,121	47,734	49,405	51,135	52,030	52,419	52,944
ACADEMIC ANNUAL****		36,573	36,938	37,307	37,681	38,293	38,906	40,267	41,676	43,135	43,890	44,218	44,661
3	19.93												
REGULAR BIWEEKLY*	1594.40	1,737.21	1,754.58	1,772.10	1,789.84	1,818.93	1,848.01	1,912.69	1,979.64	2,048.93	2,084.78	2,100.44	2,121.41
DISTRIBUTED BIWEEKLY**		1,469.96	1,484.65	1,499.46	1,514.46	1,539.08	1,563.69	1,618.42	1,675.08	1,733.69	1,764.04	1,777.31	1,795.04
12 MONTH ANNUAL****	41,582	45,306	45,759	46,216	46,679	47,438	48,196	49,883	51,629	53,436	54,371	54,779	55,326
ACADEMIC ANNUAL****		38,219	38,601	38,986	39,376	40,016	40,656	42,079	43,552	45,076	45,865	46,210	46,671
4	20.38												
REGULAR BIWEEKLY*	1630.40	1,815.38	1,833.54	1,851.87	1,870.33	1,900.76	1,931.19	1,998.75	2,068.73	2,141.11	2,178.80	2,194.89	2,216.87
DISTRIBUTED BIWEEKLY**		1,536.08	1,551.46	1,566.96	1,582.58	1,608.35	1,634.08	1,691.27	1,750.46	1,811.69	1,843.42	1,857.23	1,875.81
12 MONTH ANNUAL****	42,521	47,345	47,819	48,297	48,778	49,572	50,365	52,127	53,952	55,840	56,818	57,243	57,816
ACADEMIC ANNUAL****		39,938	40,338	40,741	41,147	41,817	42,486	43,973	45,512	47,104	47,929	48,288	48,771
5	20.86												
REGULAR BIWEEKLY*	1668.80	1,897.04	1,916.04	1,935.19	1,954.53	1,986.31	2,018.08	2,088.70	2,161.85	2,237.41	2,276.64	2,293.72	2,316.58
DISTRIBUTED BIWEEKLY**		1,605.19	1,621.27	1,637.46	1,653.85	1,680.73	1,707.62	1,767.35	1,829.27	1,893.19	1,926.38	1,940.85	1,960.19
12 MONTH ANNUAL****	43,522	49,475	49,970	50,470	50,974	51,803	52,632	54,473	56,381	58,352	59,375	59,820	60,416
ACADEMIC ANNUAL****		41,735	42,153	42,574	43,000	43,699	44,398	45,951	47,561	49,223	50,086	50,462	50,965
6	21.32												
REGULAR BIWEEKLY*	1705.60	1,982.47	2,002.27	2,022.31	2,042.48	2,075.69	2,108.91	2,182.69	2,259.07	2,338.16	2,379.08	2,396.88	2,420.89
DISTRIBUTED BIWEEKLY**		1,677.46	1,694.23	1,711.19	1,728.27	1,756.35	1,784.46	1,846.88	1,911.54	1,978.46	2,013.08	2,028.12	2,046.46
12 MONTH ANNUAL****	44,482	51,703	52,219	52,742	53,268	54,134	55,000	56,925	58,917	60,979	62,046	62,511	63,137
ACADEMIC ANNUAL****		43,614	44,050	44,491	44,935	45,665	46,396	48,019	49,700	51,440	52,340	52,731	53,260
7	21.80												
REGULAR BIWEEKLY*	1744.00	2,071.61	2,092.31	2,113.31	2,134.43	2,169.10	2,203.78	2,280.89	2,360.70	2,443.37	2,486.12	2,504.77	2,529.84
DISTRIBUTED BIWEEKLY**		1,752.88	1,770.42	1,788.19	1,806.04	1,835.38	1,864.73	1,930.00	1,997.50	2,067.46	2,103.65	2,119.42	2,140.62
12 MONTH ANNUAL****	45,484	54,028	54,567	55,115	55,666	56,570	57,475	59,486	61,567	63,723	64,838	65,324	65,978
ACADEMIC ANNUAL****		45,575	46,031	46,493	46,957	47,720	48,483	50,180	51,935	53,754	54,695	55,105	55,656
8	22.28												
REGULAR BIWEEKLY*	1782.40	2,164.87	2,186.50	2,208.37	2,230.47	2,266.70	2,302.93	2,383.52	2,466.96	2,553.30	2,598.02	2,617.48	2,643.65
DISTRIBUTED BIWEEKLY**		1,831.81	1,850.12	1,868.62	1,887.31	1,917.96	1,948.62	2,016.81	2,087.42	2,160.50	2,198.31	2,214.81	2,236.92
12 MONTH ANNUAL****	46,485	56,460	57,024	57,594	58,171	59,116	60,060	62,162	64,338	66,590	67,756	68,264	68,946
ACADEMIC ANNUAL****		47,627	48,103	48,584	49,070	49,867	50,664	52,437	54,273	56,173	57,156	57,585	58,160
9	22.77												
REGULAR BIWEEKLY*	1821.60	2,262.28	2,284.92	2,307.72	2,330.82	2,368.69	2,406.55	2,490.85	2,577.99	2,668.26	2,714.93	2,735.29	2,762.67
DISTRIBUTED BIWEEKLY**		1,914.23	1,933.38	1,952.69	1,972.23	2,004.27	2,036.31	2,107.65	2,181.38	2,257.77	2,297.23	2,314.46	2,337.65
12 MONTH ANNUAL****	47,507	59,000	59,591	60,185	60,788	61,775	62,763	64,961	67,234	69,588	70,805	71,336	72,050
ACADEMIC ANNUAL****		49,770	50,268	50,770	51,278	52,111	52,944	54,799	56,716	58,702	59,728	60,176	60,779
10	23.30												
REGULAR BIWEEKLY*	1864.00	2,364.11	2,387.75	2,411.63	2,435.73	2,475.33	2,514.92	2,602.89	2,694.02	2,788.31	2,837.10	2,858.41	2,886.93
DISTRIBUTED BIWEEKLY**		2,000.38	2,020.42	2,040.62	2,061.00	2,094.50	2,128.00	2,202.46	2,279.54	2,359.35	2,400.62	2,418.65	2,442.77
12 MONTH ANNUAL****	48,613	61,656	62,273	62,895	63,524	64,557	65,589	67,883	70,260	72,719	73,992	74,547	75,291
ACADEMIC ANNUAL****		52,010	52,531	53,056	53,586	54,457	55,328	57,264	59,268	61,343	62,416	62,885	63,512
11	23.81												
REGULAR BIWEEKLY*	1904.80	2,470.46	2,495.18	2,520.12	2,545.37	2,586.72	2,628.08	2,720.06	2,815.25	2,913.77	2,964.79	2,987.00	3,016.87
DISTRIBUTED BIWEEKLY**		2,090.38	2,111.31	2,132.42	2,153.77	2,188.77	2,223.77	2,301.58	2,382.15	2,465.50	2,508.65	2,527.46	2,552.73
12 MONTH ANNUAL****	49,677	64,430	65,074	65,725	66,383	67,462	68,540	70,939	73,422	75,991	77,322	77,901	78,680
ACADEMIC ANNUAL****		54,350	54,894	55,443	55,998	56,908	57,818	59,841	61,936	64,103	65,225	65,714	66,371
12	24.35												
REGULAR BIWEEKLY*	1948.00	2,581.65	2,607.50	2,633.53	2,659.88	2,703.09	2,746.29	2,842.41	2,941.89	3,044.87	3,098.17	3,121.39	3,152.61
DISTRIBUTED BIWEEKLY**		2,184.46	2,206.35	2,228.38	2,250.65	2,287.23	2,323.77	2,405.12	2,489.31	2,576.42	2,621.54	2,641.19	2,667.58
12 MONTH ANNUAL****	50,804	67,329	68,004	68,682	69,370	70,497	71,623	74,130	76,724	79,410	80,800	81,406	82,220
ACADEMIC ANNUAL****		56,796	57,365	57,938	58,517	59,468	60,418	62,533	64,722	66,987	68,160	68,671	69,357
13	24.87												
REGULAR BIWEEKLY*	1989.60	* : The Regular Biweekly is the base rate. This rate applies to instructors employed for a full academic year and who receive their Academic Annual salary distributed over 22 biweekly pay periods.											
12 MONTH ANNUAL****	51,889	** : The Distributed Biweekly applies to instructors employed for a full academic year and who receive their Academic Annual salary distributed over the calendar year.											
14	25.43	This rate is derived by dividing the Academic Annual by 22 and rounding to the nearest cent.											
REGULAR BIWEEKLY*	2034.40	*** : The Academic Annual applies to all instructors employed for a full academic year. This rate is derived by multiplying the Regular Biweekly by 22 and rounding to the nearest doll.											
12 MONTH ANNUAL****	53,057	****: The 12 Month Annual is derived by multiplying the Regular Biweekly by 26.08 and rounding to the nearest dollar.											
		Education level A(PR 6.5) is for Corrections Activities Specialists only.											
15	26.00												
REGULAR BIWEEKLY*	2080.00												
12 MONTH ANNUAL****	54,246												
16	26.59												
REGULAR BIWEEKLY*	2127.20												
12 MONTH ANNUAL****	55,477												
17	27.19												
REGULAR BIWEEKLY*	2175.20												
12 MONTH ANNUAL****	56,729												
18	27.77												
REGULAR BIWEEKLY*	2221.60												
12 MONTH ANNUAL****	57,939												
19	28.39												
REGULAR BIWEEKLY*	2271.20												
12 MONTH ANNUAL****	59,233												
20	29.02												
REGULAR BIWEEKLY*	2321.60												
12 MONTH ANNUAL****	60,547												

APPENDIX E
LIST OF UNIT CLASSIFICATIONS

<u>CODE</u>	<u>CLASS TITLE</u>
20020	Institutional Music Teacher
20040	Institutional Art Teacher
20050	Institutional Craft Teacher
24010	Building Trade/Construction Occupation Trades Teacher, Correction Education
2401A	Air Conditioning and Refrigeration
2401B	Building Trades/Custodial Maintenance and Repair
2401C	Construction Cluster/Building Trades
2401D	Carpentry
2401E	Carpet Installation
2401F	Masonry
2401G	Landscape Design/Horticulture
2401H	Plumbing and Heating
24020	Automotive Maintenance/Repair Occupation Teacher – Correction Education
2402A	Auto Body Repair
2402B	Auto Mechanics/Inspection
2402C	Small Gas/Engine Repair
24030	Business Occupations Teacher – Correction Education
2403A	Business Education
2403B	Bookkeeping
2403D	Typing
24040	Electrical/Electronic Skills Occupation Teacher – Correction Education
2404A	Electronics
2404B	Electricity
2404C	Computer Technology
2404F	Computer Repair
24050	Mechanical Trades Occupation Teacher – Correction Education
2405A	Drafting/Computer Ad Design
2405B	Industrial Arts
2405C	Commercial Art/Printing/ Photography
24060	Metal Working Occupation Teacher – Correction Education
2406B	Welding
2406C	Machine Shop
24070	Service Occupation Teacher – Correction Education
2407A	Barbering/Hairstyling/Cosmetology
2407C	Optical Assistant/Eye Glass Preparation
2407D	Home Economics
2407F	Shoe Repair
2407G	Upholstery/Furniture Refinishing
2407H	Restaurant Trades
25900	Adult Basic Education Teacher, Correction Education

25920	Special Education Teacher, Correction Education
25950	Educational Guidance Counselor, Correction Education
42800	Corrections Activities Specialist
24080	Health & Physical Education Teacher, Corrections Education

APPENDIX F
RULES OF THE ACCELERATED GRIEVANCE PROCEDURE

RULE 1. – THE JOINT PENNSYLVANIA STATE COMMITTEE (Committee)

Section 1. Function

It shall be the sole purpose of the Committee to hear unresolved grievances from Step 1 of the grievance procedures set forth in the parties' collective bargaining agreements for the Instructional, Tenured (PERA-R-1363-C); Instructional, Non-Tenured (PERA-R-91-196-C); and the Adult Correction Education [CIVEA] (PERA-R-11-593-C) units. The Committee shall have the authority to render final and binding decisions on all grievances properly brought before them.

Section 2. Composition

The Committee shall be made up of an equal number of representatives selected by the respective parties, with half being designated by the Association, and half being designated by the Commonwealth – from persons not directly involved in the case. Each Committee Panel will consist of a total of six (6) members. In addition, each party shall designate one of its Committee representatives as a Co-Chairperson for the purpose of ensuring the orderly execution of the established procedures.

RULE 2. COMMITTEE MEETINGS

Section 1. Time and Place

The Committee shall meet in accordance with the schedule mutually developed by the parties. Unless the docket includes a case involving a discharge or continuing liability, the Committee will not, however, meet (except by mutual agreement) in any month in which there are four or fewer cases docketed.

Effective January 1, 2005, a sixth committee meeting will be added to the schedule.

Section 2. Meeting Dockets

A docket indicating the cases scheduled to be heard at each Committee meeting will be furnished by the designated docketing representative at least ten (10) calendar days prior to the date of each meeting. Copies are to be provided to: the Office of Administration (Bureau of Labor Relations); Association, Harrisburg office; and the appropriate agency (or agencies).

Once the docket has been prepared by the docketing representative and distributed to all interested parties, no additional cases can be added to the docket for that meeting, unless agreed upon by the parties. If the Co-Chairperson of the Association or the Co-Chairperson of the Commonwealth mutually agree that a case may be heard by the Committee on short notice, then such case will be placed on a supplemental docket prior to the Committee meeting.

A discharged employee, or employees in cases of conflicting seniority claims, shall be notified by the Association within a reasonable time prior to the hearing of the time and place of the grievance meeting, and of the employee's rights, including the right to be present at such hearing. In the event the Association does not give notice to the employee, the Committee nevertheless, may in its discretion hear and decide the case. However, in the event the case is not heard, no further liability shall accrue to the Commonwealth.

RULE 3. PROCEDURE ON GRIEVANCES

Section 1. Filing of Grievances

The grievance shall be reduced to writing by the Association. Copies of same shall be submitted to the docketing agent, with copies to the Office of Administration (Bureau of Labor Relations); Association, Harrisburg office; and the appropriate agency.

Section 2. Selection of Panel

The Association and the Commonwealth will designate their respective Co-Chairpersons prior to the start of each meeting. The position of Acting Chairperson for each Committee Meeting will be alternately filled by each side. Each Co-Chairperson shall select his/her panel members to hear each case on the docket. Any Joint Committee panel hearing a case shall consist of three (3) representatives designated by each party.

In the event any case on the docket affects the work location of any member of the panel, then such panel member shall be removed from the panel for that case, and the appropriate Co-Chairperson shall appoint another member of his/her group to the Committee to hear that particular case.

Section 3. Settlements

If a case, after being placed on the Committee's docket for a particular meeting, is settled by the parties involved, each party shall inform the co-chairpersons of the Committee of the settlement before the meeting when such case is scheduled to be heard.

Section 4. Postponement of Cases

Postponement of cases on the agenda of the Committee will be permitted only once for each party. Notice of a postponement shall be given to the other party by the fastest possible method of communication upon knowledge of the need to postpone. No subsequent postponements by that party will be permitted by the Committee.

Section 5. Default

In the event either party in a dispute fails to appear before the Committee, or a panel thereof,

without an authorized postponement, the Committee shall render a default decision in favor of the appearing party. If either party in a case which is scheduled to be heard at a particular meeting fails to appear at the time their case is called, that case will be moved to the end of the docket and will be called again after all of the cases preceding it have been heard. At that time, when the case is called for the second time, if the party again fails to appear, the Committee shall render a default decision in favor of the appearing party.

RULE 4. OPERATION OF COMMITTEE

Section 1. Rules

The operation of the Committee shall be in accordance with these Rules of Procedure and such other rules as may from time to time be adopted by mutual agreement between the parties. Such other rules shall be established by a majority vote of the Committee provided; however, both the Association and the Commonwealth members of the Committee have equal voting power. Whenever an addition or amendment to these Rules of Procedure, or other rules duly adopted, is proposed, it shall be presented in writing to the Committee at a regularly scheduled meeting of the Committee and voted upon at the following meeting.

Section 2. Order of Cases

Docketed discharge cases will be heard during the time period scheduled for the committee. All other cases will be heard by the Committee in the order in which the Chairpersons mutually agree.

Section 3. Hearings

In the hearing of a case, either party may present any evidence bearing on the facts of the particular case, and may present testimony of witnesses either in person or by written witness statements. However, these statements must contain the following statement:

“THE FOLLOWING STATEMENT IS BEING GIVEN BY ME FREELY AND WITHOUT COERCION FOR OFFICIAL COMMONWEALTH BUSINESS AND WILL BE CONSIDERED FOR ALL PURPOSES, INCLUDING ACTIONS UNDER THE STATUTES OF THIS COMMONWEALTH, JUST AS THOUGH IT HAD BEEN SWORN OR AFFIRMED BEFORE A COURT OF LAW OR FORMAL ARBITRATION PANEL.”

Unless otherwise agreed to by the parties in any specific case, these statements will not be admissible as direct testimony at any arbitration hearing.

All evidence to be presented must be made known to the other party within a reasonable time prior to the hearing, **HOWEVER, NO LATER THAN FORTY-EIGHT (48) HOURS PRIOR TO THE SCHEDULED MEETING OF THE COMMITTEE. THE FOLLOWING ARE THE ONLY PERMISSIBLE EXCEPTIONS: BARGAINING HISTORY,**

PRECEDENT SETTING ARBITRATION AWARDS, PRECEDENT SETTING SETTLEMENTS, COURT DECISIONS, AND LABOR BOARD DECISIONS.

Failure to comply with this rule by either party, shall constitute grounds for the Committee to refuse to consider the evidence in question if an objection to its introduction is raised. During the hearing, only panel members, alternate members of the Committee, the parties presenting the case, and those directly involved in the specific case being heard, shall be allowed to sit in the immediate area where the hearing is being conducted. Other members of the Committee, except for the designated panel hearing the case, shall not participate in the presentation, the discussion, or the questioning.

In discharge, involuntary demotion, suspension and reprimand cases, the Commonwealth must present its evidence first; in all other cases, the Association will present its evidence first. Each party shall declare, prior to the presentation of its case, whether there will be co-presenter on the respective case. The number of co-presenters shall be limited to two (2) individuals, and a co-presenter shall only supplement the presentation of the case in chief. Both sides will have an opportunity to summarize and rebut, however, when co-presenters are used, only one (1) of the co-presenters may respond during the Summation and Rebuttal portion of the presentation. After each party has presented its case and its official rebuttal testimony, the panel members will be free to ask questions of the parties. After such questioning, the panel of the Committee will retire to executive session and will vote, and thereby render its decision. Voting by a show of hands will be deemed to be sufficient. When the panel goes into executive session in order to decide the case, all others must retire from the room. After a decision has been reached by a majority vote of the panel, the decision shall be reduced in writing and provided to the parties in a manner agreed upon by the Committee.

Section 4. Recess

A recess may be requested by either party during the hearing of a case. However, if such request is granted by the Acting Chairperson, it shall not exceed one hour. The Acting Chairperson may also call for recess at any time, but such recess not to exceed one hour in duration.

Section 5. Minutes

The designated Secretary of the Committee shall prepare written minutes of each committee meeting, briefly outlining the facts and the decision reached by the Committee in each case heard. Copies of all such minutes and decisions shall be provided to the Association, the Office of Administration (Bureau of Labor Relations), and the appropriate agencies. Such minutes will be approved and signed by the Co-Chairmen at the next meeting of the Committee and will form the official record of the Committee action.

**APPENDIX G
DEPARTMENT OF CORRECTIONS
DRUG TESTING PROGRAM**

1. POLICY

- a.** Employees are required to participate in the Drug Testing Program, as outlined below.
- b.** The following controlled substance 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.
- d. Prohibitions for controlled substances.**

No employee shall:

 - 1) Perform work when using 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. No supervisor/manager shall:**
 - 1) Permit an employee who refuses to submit to controlled substance 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.
- f. Consequences to employees who test positive for controlled substances.**
 - 1) Employees shall be evaluated by a State Employee Assistance Program substance abuse professional who shall determine what assistance the employee needs in resolving problems associated with the use of controlled substances.

- 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 substance test will be required and the result must be a verified negative.
 - 4) The employee shall be subject to unannounced follow-up controlled substance 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 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 during the initial hire, 6 month probationary period shall be terminated.
- g.** 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 test are required to receive approximately 60 minutes of approved training on controlled substance use 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.
- h.** All employees will receive educational material which explains the requirements, policies and procedures of the drug testing program. This information will contain prohibitions, consequences, and information on the effects and symptoms of drug 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, the employee will have been deemed to have tested positive and will be subject to the provisions of f above.
- i.** All employees who use therapeutic drugs pursuant to the instructions of a physician must ask their physician if those drugs could adversely affect the employee's ability to safely perform their job duties. If the physician affirms that the employee's work

performance could be impaired by the use of the drug, then the employee is required to immediately report the physician's finding to the employee's supervisor. The employee is required to document this situation with a statement from the physician indicating the effect (i.e., drowsiness, dizziness) of the therapeutic drug and expected duration of these effects if known. Physician's statements are to be maintained in an agency's medical file, personnel history file or in a confidential file at the worksite. At the Employer's discretion, the employee will be removed from duty or placed, if available, on modified duty.

- j. All drug 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 sample, including travel time to and from the collection site.
- k. An employee removed from duty pending the outcome of a reasonable suspicion controlled substance test may use 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.
- l. If an employee is removed from duty and referred to treatment following a positive test for controlled substances, he/she may use paid sick leave or sick leave without pay consistent with the provisions of the Collective Bargaining Agreement.

2. DEFINITIONS

- a. **Controlled Substances.** The controlled substances covered by this policy include cocaine, marijuana, opiates, phencyclidine (PCP), amphetamines, barbiturates, Benzodiapin and Quaaludes.
- b. **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.
- c. **Reasonable suspicion.** A belief that the employee has violated the controlled substance prohibitions, based on specific contemporaneous, articulable observations concerning the appearance, behavior or speech, 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.

d. 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) engages in conduct that clearly obstructs the testing process.

e. 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

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

* 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 the same effective date.

f. 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 testing requirements and applicable policies regarding drug 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 testing requirements, and that procedures are established to deal with employees who fail the drug 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 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 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 Coordinators/Corrections Community Center are to ensure that the drug testing program is implemented, coordinated, and maintained in their respective institutions by:
- 1) Ensuring that employees selected for testing are tested.
 - 2) Ensuring that all appropriate supervisors receive the MANDATORY training.
 - 3) Ensuring that appropriate records are maintained only by identified personnel and that strict confidentiality procedures are followed for the notification and testing results.
 - 4) Ensuring that appropriate agency procedures are established for dealing with employees who test positive for drugs.
- 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 Contractor is responsible for administering the drug 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 Employee Assistance Program will coordinate the evaluation and referral of employees who have tested positive for controlled substances 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 test when the supervisor has reasonable suspicion to believe the employee has violated the controlled substance 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, 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 testing must receive the Department of Corrections approved training on controlled substances and reasonable suspicion determinations.
 - b) The training provided by the contractor must cover the physical,

behavioral, speech, and performance indicators of probable use of controlled substances.

- 3) A written record must be made of the observations leading to a controlled substances 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) The 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 reacting by a K-9 dog to an employee's 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 Equipment Program, Policy Number 6.3.16, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug testing in accordance with this policy.
 - 2) If a positive reaction to an employee's property by a K-9 detects the presence of contraband in accordance with the Department of Corrections, K-9 Program, Policy Number 6.3.14, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug 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 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 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 a controlled substance return 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 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 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 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 are to establish internal confidential procedures to ensure that testing notifications, test results, and any other data pertaining to the drug 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 training to both employees and supervisors by _____.
 - 2) The Contractor will notify institution/boot camp/corrections community center 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/corrections community center 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 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.
27. New employees after _____ will be provided educational material during their orientation regarding the policies and requirements of the drug 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.

Employees in this bargaining unit who are randomly tested for controlled substances under the CDL policy and who test positive will be treated under the provisions of this policy.

APPENDIX H
ADULT BASIC SKILLS CELL STUDY GUIDELINES

1. These guidelines apply to individuals who are not covered by State and/or Federal law that guarantees a right to a free public education and are not in the RHU for disciplinary reasons.
 2. Cell study services may be provided to those individuals who are unable to attend school for non-disciplinary reasons, i.e. capital cases/administrative custody/medical reasons.
 3. Once the initial cell study assessment/educational prescription has been approved, an interim mechanism to deliver the cell study material to the student should be implemented. The teacher should not be responsible for delivery of the lessons.
 4. An opportunity for Teachers and Counselors to meet with their cell study students for cell study purposes must exist.
 - a. Teachers shall not go into the individual's cell.
 - b. Inmates in the cell study program who are not in the RHU for disciplinary reasons, may need to talk with their teacher. A teacher receiving such a request should go to the inmate's housing area (cell block, dormitory area or infirmary, etc.) for the discussion. Upon arrival at the housing area the teacher should request the correction officer release the student to a secure area in the housing area where the discussion could take place.

The option to proceed to an inmate's cell front to conduct appropriate cell study dialogue exists.

If the inmate is in administrative or disciplinary custody or is classified as a level 5, the correction officer should, at the request of the instructor, remain with them during the discussion.
 - c. The cell study discussions should be limited to 15 minutes twice weekly.
 5. Teachers assigned to the cell study program should be provided adequate time to review and update the educational lessons.
 6. Cell study assignments may be part of the teacher's work assignment and shall not infringe on a teacher's break or meal time.
 7. Cell study meetings with inmates shall not take place during preparation time.
 8. A teacher's cell study assignment should be in line with their civil service classification.
27. Teachers are guaranteed two 15 minute breaks and the preparation period daily. Cell study

assignments are not to be completed in these periods. If cell study assignment cannot be completed in non-inmate contact time in the remaining six hours of work time daily, teachers shall be released from a classroom teaching assignment which will be replaced with a cell study assignment.

SCHOOL AGE INMATE BASIC SKILLS CELL STUDY GUIDELINES
(Legally required programs for students who can not attend school)

1. School Age Inmates are defined as inmates in any of the three following categories who do not have a high school diploma or GED.
 - a. Individuals who have not reached their 17 birthday;
 - b. Individuals who are 17 – 18 – 19 – 20 years of age and have requested to participate in the school programs;
 - c. Individuals who have a special education IEP and have not completed the school year in which they reached their 21st birthday.
2. Inmates who meet the definition of 1 above and who are unable to attend regular classroom instruction must be provided up to five hours of instructional programming per week.
3. An opportunity for Teachers and Counselors to meet with their cell study students must exist.
 - a. Teachers shall not go into the individual's cell. The Department of Corrections shall provide a secure location for instruction in cell block area. A Department of Corrections' representative and an Association representative will meet and discuss to identify the appropriate area (in a proto typical the non contract client/attorney room is appropriate).
 - b. If an inmate in the cell study program is not in Administrative or Disciplinary Custody and program delivery is required, the teacher shall go to the inmate's housing area to provide the program.
 - c. If an inmate is in RHU (Disciplinary Custody) and program delivery is required, the teacher shall go to the cell block. The student teacher ratio should be 1 to 1.
 - d. If the inmate is in Administrative Custody, and program delivery is required, the Unit Management Team shall review the inmates condition to determine if he/she is a possible physical threat to the teacher. If it is determined that a physical threat exists, the student teacher ratio should be 1 to 1. In other all cases, the ratio shall be 2 – 1.

- e. If the inmate is in Administrative or Disciplinary Custody or is classified as a Level 5, the corrections officer should at the request of the instructor, remain with them during the discussion.
 - 4. Teachers assigned to the cell study program should be provided adequate time to prepare and update the educational lessons.
 - 5. Cell study assignments may be part of the teacher's work assignment and shall not infringe on a teacher's break or meal time.
 - 6. Cell study meetings with students shall not take place during preparation time.
 - 7. A teacher's cell study assignment should be in line with their civil service classification.
27. Teachers are guaranteed two 15 minute breaks and the preparation period daily. Cell study assignments are not to be completed in these periods. If cell study assignment cannot be completed in non-inmate contact time in the remaining six hours of work time daily, teachers shall be released from a classroom teaching assignment which will be replaced with a cell study assignment.

APPENDIX I

Corrections Institutions

Eastern Seniority Unit

SCI Coal Township
SCI Dallas
SCI Frackville
SCI Graterford
SCI Mahanoy
SCI Retreat
SCI Waymart
SCI Chester
SCI Muncy

Western Seniority Unit

SCI Albion
SCI Cambridge Springs
SCI Fayette
SCI Forest
SCI Greene
SCI Mercer
SCI Laurel Highlands
SCI Somerset
SCI Greensburg

Central Seniority Unit

SCI Camp Hill
SCI Cresson
SCI Huntingdon
SCI Rockview
SCI Smithfield
SCI Quehanna Boot Camp
SCI Pine Grove
SCI Houtsdale

Where an employee is assigned institutions in 2 seniority units, the seniority unit for furlough purposes will be the seniority unit in which the employee's institution assignment is designated as "home base".

APPENDIX J
Disability Retirement Determination Procedure
For TIAA-CREF Participants

This procedure is adopted to implement a new qualification standard for fully state-paid Retired Employees Health Program (REHP) coverage for employees who participate in the TIAA-CREF retirement system and who retire from State System of Higher Education(State System) or Commonwealth service due to a disability.

27. To determine if a TIAA-CREF participant qualifies for fully state-paid coverage under the REHP, all relevant evidence shall be submitted to a physician selected by the State System or the Commonwealth's Office of Administration, depending on the employing agency. The physician's determination will be based on the standards used by the State Employees' Retirement System (SERS) in determining eligibility for disability retirement. The physician chosen for the review shall have experience in making the same type of determination for SERS on applications for disability retirement. The physician's determination will be issued to the employee, the State System or employing agency, and the Office of Administration.
2. If an employee is dissatisfied with the physician's determination under number 1. above, they may follow the existing REHP appeal procedure, as follows:

If an application for REHP coverage due to disability is denied and the applicant believes the denial is not correct, they may appeal the denial by writing to the Pennsylvania Employees Benefit Trust Fund within 0 days of the denial. The appeal must include the reasons why the applicant believes the denial to be incorrect, including any appropriate medical evidence to support the appeal. A copy of the denial must also be included. The PEBTF will review the appeal, or will notify the appellant of the procedure to follow n the appeal. Appeals are subject to final approval by the Commonwealth of Pennsylvania, Office of Administration. Decisions rendered by the Office of Administration will be final and binding.

3. Disputes arising under this Appendix will not be subject to any grievance or arbitration provisions under any collective bargaining agreement.

APPENDIX K

WORK RULES FOR CORRECTION EDUCATION EMPLOYEES

FOREWORD

The Pennsylvania Department of Corrections is required by public law to provide educational programs for the inmates incarcerated in the adult state correctional institutions within the Commonwealth of Pennsylvania. To carry out that responsibility, the Pennsylvania Department of Corrections hires teachers, librarians, counselors, secretaries and administrative staff.

The Department of Corrections provides educational opportunities for every inmate who wishes to expand his/her educational horizon. This objective is met within the fiscal allocations available. Educational programs from basic literacy through postsecondary will be offered at every prison. This set of Work Rules is written to define how those working in a correction education program are expected to conduct themselves during the execution of their education duties and should be read in conjunction with the Department of Corrections Code of Ethics dated June 1, 1995.

This document is not intended to be an all inclusive set of work rules, but has been formulated to cover only those situations which arise because of the unique work setting in which employees in this bargaining unit function.

WORK RULES FOR CORRECTION EDUCATION EMPLOYEES

1. Each employee working in the correctional system is expected to subscribe to the principle that something positive can be done for each inmate who participates in a Correction Education program.
2. Only the minimum amount of force necessary to defend oneself or to prevent serious injury to others or damage to property will be used.
3. In the event of an emergency, all Correction Education employees may be utilized by the superintendent or his/her designee in accordance with the approved emergency plan and the terms of the collective bargaining agreement.
4. Each Correction Education employee is to immediately notify the appropriate Corrections' official of information regarding planned escapes or escapes in progress.
5. In the event any official or employee is being held hostage, no employee shall comply with any order given by the person being held hostage which is not in compliance with Department of Corrections policy.

6. Employees are prohibited from using their position for the purpose of obtaining special favors (gifts, money, and/or favors) from either an inmate, an inmate's friends, relatives, or representatives. Employees are not to act as intermediaries in the delivery of gifts, money, or correspondence to or from an inmate's family, friends, relatives or representatives.
7. Orders of a security nature given by Corrections' official should be executed promptly unless the order is illegal or places you in physical jeopardy.
8. Theft of property is prohibited.
9. All keys issued to employees will remain in their possession. Under no circumstances are keys to be taken from the institution. Lost or misplaced keys must be reported in accordance with institutional policy.
10. Department of Corrections picture identification will not be used for any unauthorized reason.
11. All employees must promptly report to their supervisor any information which comes to their attention and indicates violation of the law, rules, and/or regulations of the Department of Corrections as it relates to the safety and security of the institution.
12. Alcoholic beverages and controlled substances shall not be carried, stored, or consumed on prison property or in any prison facility or state vehicle. When a controlled substance or prescription drug is prescribed by a physician, and must be taken on the job, the employee shall immediately notify his/her supervisor in writing of the dosage, prescription duration and type of medication being brought into the institution. Such medication must always be kept under the secure control of the employee.
13. An employee shall not report to work in an unfit condition (i.e. under the influence of alcohol or drugs).
14. Personal weapons shall not be brought onto Department of Corrections property.
15. Employees shall not testify in any employment related civil case without informing the Secretary of Corrections or designee.
16. An employee shall not use a Commonwealth vehicle for any unauthorized reason.
17. When involved in an accident while operating a state vehicle, all employees will promptly notify their supervisor, and follow the established guidelines for reporting accidents and/or injuries.
18. Employees will not give the appearance of sleeping while at work.
19. An employee who will be unable to report for duty due to illness, emergency, or injury shall

notify the institution in accordance with the CIVEA contract policy. If an employee anticipates more than a one day absence the supervisor should be advised. The supervisor shall also be advised of a change in any conditions which may occur after the original notification was given.

20. An employee injured while on duty shall report such injury to his/her supervisor as soon as “immediately” possible and shall comply with regulations pertaining to the reporting of such injuries.
21. An employee shall submit any necessary and/or requested work related reports. Employees are expected to complete and submit accurate information and data on all work-related reports.
22. All employees are subject to property and/or body searches upon entering or leaving a state prison or at any time while on state prison property. Employees who are subject to strip search may, upon request, have an Association representative present during such search.
23. Employees are prohibited from bringing personal cameras and recording devices into the prisons, unless advanced written approval is obtained from the Superintendent or his/her designee.
24. All employees shall participate in training that is required by the Department of Corrections.
25. All employees shall cooperate with work related investigations. Upon request, employees may have an Association representative present during such investigations.
26. No employees shall permit an inmate to be in control or exercise authority over other inmates. In the cases of an inmate clerk, or inmate tutor, the teacher shall have general supervision of the inmates at all times.
27. In addition to the above, employees in this bargaining unit are also covered by the applicable provisions of the Adverse Interest Act, Ethics Act, Governor’s Code of Conduct, Department of Corrections Rules and Regulations.



COMMONWEALTH OF PENNSYLVANIA
EXECUTIVE OFFICES
HARRISBURG

CHARLES T. SCIOTTO
DEPUTY SECRETARY FOR EMPLOYE RELATIONS

November 26, 1996

Marc Kornfeld, Esq.
Pa. State Education Association
400 North Third Street
Harrisburg, Pa. 17105

Dear Mr. Kornfeld:

In accordance with the provisions of Article 7, Section 5 of the collective bargaining agreement the parties agree to an Alternative Discipline Program. It is understood that the tenets of Article 7, Section 3 regarding just cause will continue to apply. Appeal procedures will not be affected by the Alternative Discipline Program.

The Alternative Discipline Program will be applied to disciplinary actions which would normally arise from situations involving time and attendance infractions and/or work performance problems. The following guidelines will be used in determining the areas of applicability:

1. Time and attendance:

habitual or patterned problems with absenteeism; lateness or repeated emergency absences.

2. Work performance:

"overall" unsatisfactory performance as annotated on the employee's performance evaluation, or

instances of unsatisfactory work performance on a specific work product or work project.

The Alternative Discipline Program will differ from the traditional progressive disciplinary steps by replacing suspensions without pay with the following:

1. Level 1 Letter: Signed by the Agency Head or designee, this letter will identify the employee's time and attendance or work performance problem, alert the employee that continuation of this problem will result in more severe disciplinary action, and identify the employee's appeal rights. The Employer will continue to provide the Union with a copy of this letter in accordance with Section 1 of Article 7.

This letter will clearly state that this action is in lieu of the traditional suspension without pay but has the effect of such a suspension.

2. Level 2 Letter: This letter, signed by the Agency Head or designee, will identify the employe's time and attendance or work performance problem, alert the employe that this is his/her final notice and that failure to correct this problem will result in termination, and identify the employe's appeal rights. The Employer will continue to provide the Union with a copy of this letter in accordance with Section 1 of Article 7.

This letter will clearly state that this action is in lieu of the traditional suspension without pay but has the effect of such a suspension.

The parties also recognize that special or unusual situations could develop which do not readily lend themselves to the Alternative Discipline Program. Consequently, if the Commonwealth deems circumstances warrant it, a traditional suspension without pay could be imposed in lieu of the Level 1 or Level 2 letters after appropriate notification is given to the Union.

If you agree to the above, please sign below and return a copy of this letter to this office.

Sincerely,


Charles T. Sciotto

Deputy Secretary for Employee Relations

 11/28/96
Marc Kornfeld Date