

AGREEMENT

BETWEEN THE

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA GAME COMMISSION

AND

COUNCIL 13, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

FOR THE

PENNSYLVANIA GAME COMMISSION ACT 111 UNIT

July 1, 2003 to June 30, 2007

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	4
ARTICLE 1, RECOGNITION	4
ARTICLE 2, MANAGEMENT RIGHTS	4
ARTICLE 3, UNION SECURITY	5
ARTICLE 4, DUES DEDUCTION	5
ARTICLE 5, CREDIT UNION	6
ARTICLE 6, HOURS OF WORK	7
ARTICLE 7, HOLIDAYS	8
ARTICLE 8, PERSONAL LEAVE DAYS	10
ARTICLE 9, LEAVES OF ABSENCE	12
ARTICLE 10, VACATIONS	13
ARTICLE 11, SICK LEAVE & BEREAVEMENT LEAVE	16
ARTICLE 12, CIVIL LEAVE	19
ARTICLE 13, MILITARY LEAVE	20
ARTICLE 14, LEAVES OF ABSENCE WITHOUT PAY	23
ARTICLE 15, PARENTAL LEAVE	26
ARTICLE 16, SALARIES & WAGES	27
ARTICLE 17, OVERTIME	29
ARTICLE 18, CALL TIME	32
ARTICLE 19, STANDBY TIME	32
ARTICLE 20, LIFE INSURANCE	32
ARTICLE 21, HEALTH BENEFITS	33
ARTICLE 22, WORK-RELATED INJURIES	39
ARTICLE 23, CLASSIFICATION	42
ARTICLE 24, DISCHARGE, DEMOTION, SUSPENSION, & DISCIPLINE	45
ARTICLE 25, SENIORITY	46
ARTICLE 26, UNIFORMS, CLOTHING & EQUIPMENT	52
ARTICLE 27, DISCRIMINATION/OFFICER TREATMENT	53
ARTICLE 28, UNION BUSINESS	54
ARTICLE 29, PEACE & STABILITY	54
ARTICLE 30, MISCELLANEOUS PROVISIONS	55
ARTICLE 31, EQUAL EMPLOYMENT OPPORTUNITY	59
ARTICLE 32, GRIEVANCE & ARBITRATION	60
ARTICLE 33, SAFETY & HEALTH	63
ARTICLE 34, SUCCESSORS	64
ARTICLE 35, FAMILY CARE LEAVE	65
	 <u>PAGE</u>

ARTICLE 36, POLITICAL ACTION COMMITTEE	
DEDUCTIONS	66
ARTICLE 37, PRESERVATION OF BARGAINING UNIT WORK	66
ARTICLE 38, LEAVE DONATION PROGRAM	68
ARTICLE 39, TERMINATION	70
SIGNATURE PAGE	71
APPENDIX A, PAY SCHEDULE EFFECTIVE JULY 1, 2002	72
APPENDIX B, PAY SCHEDULE EFFECTIVE JULY 1, 2005	76
APPENDIX C, PAY SCHEDULE EFFECTIVE JANUARY 1, 2007	80
APPENDIX D, ORGANIZATIONAL SENIORITY UNITS	84
APPENDIX E, RULES OF THE ACCELERATED GRIEVANCE PROCEDURE	85

PREAMBLE

This Agreement entered into by Council 13 American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, and the Commonwealth of Pennsylvania, Pennsylvania Game Commission, hereinafter referred to as the Employer, has as its purpose the promotion of harmonious relations between the Union and the Employer, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 RECOGNITION

Section 1. Pursuant to Act 111 of 1968, Council 13 of the American Federation of State, County, and Municipal Employees, AFL-CIO, is recognized as the exclusive representative for collective bargaining purposes for persons within the classifications included under the certifications of the Pennsylvania Labor Relations Board specifically referred to as PF-R-92-122-E and PF-U-97-35-E.

Section 2. The term "officer" when used in this Agreement is defined as those persons in the classifications covered by the certifications referred to in Section 1 of this Article.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by 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 Employer, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

Section 2. The listing of specific rights in this Article is not intended to be nor should be considered restrictive or 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 3 UNION SECURITY

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

- a. The officer shall send a certified letter, return receipt requested, of resignation to the headquarters of Council 13, AFSCME, AFL-CIO and a copy of the letter to the officer's agency. The official membership card, if available, shall accompany the letter of resignation.
- b. The letter shall be postmarked during the 15 day period prior to the expiration date of this Agreement and shall state that the officer is resigning membership in the Union and where applicable is revoking check-off authorization.

Section 2. The Employer and the Union hereby agree that all non-members of the Union shall be subject to a fair share fee as provided for in Act 84 of 1988 (S.B. 291) and any amendments thereto.

Section 3. The Employer shall furnish each new officer with a copy of this Agreement together with an authorization for dues payroll deduction, provided the Union has furnished the Employer with sufficient copies of the Agreement containing the authorization for dues deduction.

Section 4. The Employer will permit a Union representative to address Game Conservation Officer Trainees near the end of their training period. The session shall not exceed one class period and may be monitored by the Employer. The Union representative may be granted up to one day of administrative leave for this purpose. It is understood that the Union representative will not utilize a Commonwealth vehicle nor their Game Commission uniform for this session.

ARTICLE 4 DUES DEDUCTION

Section 1. The Employer shall deduct the Union biweekly membership dues and an annual assessment, if any, from the pay of those officers who individually request in writing that such deductions be made. The rate at which dues are to be deducted and the amount of the annual assessment shall be certified to the Employer by the Union, and the Employer shall deduct Union dues at this rate from officers' regular biweekly salary and wages (including retroactive salary/wage payments and lump sum payments made pursuant to Article 16 Salaries and Wages). The aggregate deductions of all officers shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. This authorization shall be irrevocable by the officer during the term of this Agreement. When revoked by the officer 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 biweekly from all officers in the bargaining unit who are not members of the Union.

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 Union, and the aggregate deductions of all officers shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

Section 3. The officer's written authorization for dues payroll deductions shall contain the officer's name, social security number, agency in which employed, work location (county, district, bureau, etc.), Union name and local number.

Section 4. Where an officer has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Employer shall, in the manner outlined in Sections 1 and 2 above, deduct the Union membership dues and fair share fees that are due and owing for the period for which the officer receives back pay.

Section 5. The dues deduction and fair share fee provisions of this Article shall continue to pertain and be complied with by the Employer with regard to those officers who are promoted or transferred from one position to another position covered by this Agreement. Dues deductions and fair share fee deductions will be resumed for officers upon their return from leave of absence without pay or recall from furlough.

Section 6. The Employer shall provide the Union, on a quarterly basis, a list of all officers in the bargaining unit represented by the Union. This list shall contain the officer's name, social security number, address, agency in which employed, class code, work location and whether the officer is a member or non-member.

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

ARTICLE 5 CREDIT UNION

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

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

Section 3. The Employer shall establish rules, procedures and forms which it deems necessary to extend payroll deductions for credit union purposes. Payroll deduction authorization forms for credit union purposes must be executed by and between the officer and an official of the credit union.

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

ARTICLE 6 HOURS OF WORK

Section 1. The workweek shall consist of any five (5) days within a consecutive seven (7) calendar day period. The workweek shall commence on Saturday and end the following Friday. Unless operational considerations require otherwise, Game Land Management Group Supervisors, Game Conservation Officer Supervisors, Game Conservation Managers 1 and Wildlife Conservation Managers 2 shall be scheduled to work Monday through Friday.

Section 2. The workday shall consist of the calendar day. There should be a minimum of sixteen (16) hours between the start of each shift unless a shorter period of time is requested by the officer and approved by the supervisor.

Section 3. The scheduled work shift shall consist of a maximum of eight (8) hours within a workday unless a longer period is requested by a member of the bargaining unit and approved by the supervisor. The scheduled work shift shall be a minimum of five (5) hours duration on any given workday, unless otherwise approved by the supervisor.

Game Conservation Managers 1 and Wildlife Conservation Managers 2 in the Harrisburg Game Commission Headquarters will work and be paid in accordance with the 40 hour pay schedule.

Section 4. The regular hours of work may be split if requested by the officer and approved by the supervisor.

Section 5. Officers will submit to their supervisor a proposed schedule showing workdays at least four (4) weeks prior to the start of the workweek. The proposed schedule will be submitted showing at least a four-week work period. Officers will be permitted to schedule their off days consecutively, unless operational circumstances require otherwise.

The supervisor will approve or modify the schedule as deemed necessary and advise the officer of the approved schedule not less than two (2) weeks prior to the start of the workweek. It is understood that officers will work only those hours approved or initiated by the supervisor. Changes to the approved schedule made less than two (2) weeks prior to the start of the workweek

shall be dealt with as follows:

- a. Officer-initiated changes - Supervisor may approve or disapprove the requested change and the officer shall work accordingly.
- b. Supervisor-initiated changes - Supervisor-initiated assignments are those assignments directed by a supervisor. Officers will complete these assignments in addition to their pre-approved schedule.
- c. In case of emergency, officers shall work as directed by their supervisor and shall subsequently adjust their schedule so as not to exceed the number of scheduled hours in the pre-approved workweek.

ARTICLE 7 HOLIDAYS

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

- a. New Year's Day
- b. Martin Luther King Jr.'s Birthday
- c. Presidents' Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veterans' Day
- i. Thanksgiving Day
- j. Christmas Day

Monday shall be recognized as the holiday for all holidays occurring on a Sunday, and Friday shall be recognized as the holiday for all holidays occurring on a Saturday, otherwise the holiday shall be deemed to fall on the day on which the holiday occurs.

When the Independence Day holiday is celebrated on a Friday or a Monday, officers will be permitted to schedule their off days on the weekend in conjunction with the holiday. When the Christmas and New Year's Day holidays are celebrated on a Friday or a Monday, officers will be permitted to schedule their off days on one of those holiday weekends in conjunction with either the Christmas holiday or the New Year's Day holiday.

Section 2. If a holiday is observed while a permanent full-time officer is on sick, annual, or other paid leave status, the officer will receive holiday pay and the day will not be charged against sick, annual, or other paid leave credits.

If a permanent full-time officer works on any of the holidays set forth in Section 1 of this Article, the officer shall be compensated at one and one-half times the officer's regular hourly rate of pay for all hours worked on said holiday. The officer shall receive paid time off for all hours worked on a holiday up to a full shift. If such time is worked during the officer's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time. Paid time off for time worked outside of the officer'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 officer, 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 officer's request, or at some other time prior to the completion of the 90 calendar day period succeeding the holiday, the officer shall be compensated at the officer's regular rate of pay in lieu of such paid time off.

Section 3. Local management and the local union may meet and agree to buy out compensatory time, earned as a result of working on a holiday at the straight time rate prior to the expiration of the 90 day scheduling period. All agreements reached at the local level must be reviewed and approved by the Agency and the District Council. If no agreement is reached or no approvals received, compensatory time will be scheduled in accordance with paragraph 2 Section 2 above.

Section 4. A permanent officer separated from the service of the Employer for any reason prior to taking paid time off earned by working a holiday listed in Section 1 shall be compensated in lump sum for any unused paid time off the officer has accumulated up to time of separation.

Effective January 1, 2004, or as soon as practically possible thereafter, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All officers 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 officer's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the officer in cash. Amounts in excess of the maximum allowable amount will be paid to the officer in cash.

Section 5. Whenever the Employer declares a special holiday or part holiday for all officers under the Employer's jurisdiction, all permanent officers who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the officer'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 officers their regular hourly rate of pay in lieu of such equivalent time off with pay.

Section 6. In no event shall an officer be entitled to duplicate holiday payment. Time worked on holidays during an officer's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 1 of Article 17 of this Agreement.

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 8 PERSONAL LEAVE DAYS

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

- a. One paid personal leave day will be earned in the officer's first calendar year of employment provided the officer 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 calendar quarter will be earned during the first, second and fourth calendar quarters of the officer's second calendar year of employment provided the officer has 150 hours (37.5 hour workweek) or 160 hours (40 Hour workweek) in an active pay status in each of the first, second and fourth calendar quarters.
- c. In the officer's third and subsequent calendar years of employment, one paid personal leave day per calendar quarter will be earned during the first, second and fourth quarters, provided the officer has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each first, second and fourth one-quarter calendar year. Two paid personal leave days shall be earned during the third quarter of each calendar year, provided the officer has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in the third one-quarter calendar year.
- d. Leave service credit earned during all periods of Commonwealth employment will be used to determine whether an officer 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 officer subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of officers on personal leave at the same time, the officer with the greatest classification seniority shall be given a choice of personal leave in the event of any conflict in selection.

The granting of personal leave in the Game Commission during fall hunting season (September 1 - Antlerless deer season) shall continue subject to the maintenance of efficient operations.

Where reasonable opportunities are available for selection of personal leave on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

Requests for emergency personal leave will be entertained at any time with the understanding that an officer may be required to substantiate the emergency nature of the request and that further, it may be necessary, in order to accommodate the emergency, to reschedule requests of other officers for personal, holiday, compensatory leave and/or annual leave not scheduled during the selection period.

The Special Expedited Grievance Procedure for annual and personal leave denials in place between the Commonwealth and AFSCME applies to this Unit.

Section 3. Personal leave to which an officer may become entitled during the calendar year may be granted at the Employer's discretion before it is earned. An officer 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 noncumulative from calendar year to calendar year. If officers are required to work on their scheduled personal leave day and are unable to reschedule their personal day during the calendar year due to the demands of their work, the calendar year shall be extended for 7 pay periods for rescheduling purposes.

Section 5. An officer's request for a personal leave day on the officer's birthday received in writing at least 45 calendar days prior to the officer's birthday shall be approved. An officer shall be allowed to anticipate the earning requirement in Section 1 for a personal leave day used on the officer's birthday. If an officer's birthday falls on a day other than a regularly scheduled workday, the officer will be permitted to schedule a personal leave day in accordance with this Section either the work day immediately before or after the birthday.

Section 6. An officer who becomes ill while on personal leave will not be charged personal leave for the period of illness provided the officer furnishes satisfactory proof of such illness to the Employer upon return to work.

Section 7. Effective January 1, 2004, or as soon as practically possible thereafter, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All officers 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 officer's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the officer in cash. Amounts in excess of the maximum allowable amount will be paid to the officer in cash.

Section 8. For the purpose of this Article, the calendar year shall be defined as beginning with the officer's first full pay period commencing on or after January 1 and continuing through the end of the officer's pay period that includes December 31.

ARTICLE 9 LEAVES OF ABSENCE

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

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

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

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

Requests for any type of leave to which an officer is entitled under this Agreement and which is not to exceed one month shall be answered by the Employer within five days. If the requested leave is in excess of one month, the request shall be answered within 10 days.

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

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

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

ARTICLE 10
VACATIONS

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

Service	Maximum Annual Leave Entitlement Per Year
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Up to 3 Years:

Annual Leave will be earned at the rate of 2.70% of all Regular Hours Paid	37.5 Hr. Workweek: 52.5 Hrs. (7 days) 40 Hr. Workweek: 56 Hrs. (7 days)
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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 Hr. Workweek: 112.5 Hrs. (15 days) 40 Hr. Workweek: 120 Hrs.(15 days)
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Over 15 Years to 25 Years Inclusive:

Annual Leave will be earned at the rate of 7.70% of all Regular Hours Paid	37.5 Hr. Workweek: 150 Hrs. (20 days) 40 Hr. Workweek: 160 Hrs. (20 days)
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Over 25 Years:

Annual Leave will be earned at the rate of 10% of all Regular Hours Paid	37.5 Hr. Workweek: 195 Hrs. (26 days) 40 Hr. Workweek: 208 Hrs. (26 days)
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Regular Hours Paid as used in this Article include all hours paid except overtime, standby time, call-time, and full-time out-service training.

Officers shall be credited with a year of service for each 26 pay periods completed in an active pay status, provided they were paid a minimum of one hour in each pay period. Service for the purpose of determining the annual leave earning rate is leave service credit which includes all periods of Commonwealth service in which leave service credit was earned.

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

Section 3. Vacations shall be scheduled and granted for periods of time requested by the officer subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of officers on vacation at the same time, the officer with the greatest classification seniority shall be given a choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection period shall be March 1 - 31 for vacations from July 1 through December 31 and September 1 - 30 for vacations from January 1 through June 30 of the following year, unless there are existing or subsequent agreements on the selection period at appropriate local levels.

The granting of annual leave in the Game Commission during fall hunting season (September 1 - Antlerless deer season) shall continue subject to the maintenance of efficient operations.

The Special Expedited Grievance Procedure for annual and personal leave denials in place between the Commonwealth and AFSCME applies to this Unit.

Section 4. Officers who submit requests for periods of leave (personal, holiday or annual) covering at least five (5) consecutive work days duration may request to schedule their days off immediately before and after such leave periods. Once the leave request is approved by the supervisor, the scheduled days off will not be changed unless operationally necessary. An officer will be paid two and one-half times the officer's regular hourly rate of pay for work performed on such changed scheduled day off.

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

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

Section 7. If officers are required to work during their scheduled vacation period and are unable to reschedule their vacation during the calendar year due to the demands of their work, the calendar year shall be extended for 7 pay periods for rescheduling purposes.

Section 8. Officers 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, 2004, or as soon as practically possible thereafter, the Commonwealth

will adopt a tax-qualified Leave Payout Plan. All officers 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 officer's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the officer in cash. Amounts in excess of the maximum allowable amount will be paid to the officer in cash.

Section 9. 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).

Section 10. If an officer is required to return to work after commencement of a prescheduled vacation, the officer shall be compensated at one and one-half times the officer's regular hourly rate of pay for all hours required to work on the prescheduled vacation day or days. The officer shall be permitted to reschedule such vacation day or days in accordance with Section 3.

Section 11. Officers on leave without pay to attend official union conventions or conferences in accordance with Article 14, Section 3 shall have that time included in regular hours paid for purposes of earning annual leave entitlement and credited service under Section 1 above.

Section 12. Permanent officers 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 officer has been abusing the leave privilege. Permanent officers with less than one year of service since their last date of hire may not anticipate annual leave.

Section 13. An officer 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 officer requests in writing before the end of the 14 calendar days to freeze all earned, unused annual leave.

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

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

Section 14. For the purpose of this Article, the calendar year shall be defined as beginning with the officer's first full pay period commencing on or after January 1 and continuing through the end of the officer's pay period that includes December 31.

ARTICLE 11
SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. Officers shall be eligible to use paid sick leave after 30 calendar days of service with the Employer. Officers 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	37.5 Hr. Workweek: 97.5 Hrs. (13 days)
5% of all Regular	40 Hr. Workweek: 104 Hrs. (13 days)
Hours Paid	

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

Section 2. Officers 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 officer has been abusing the sick leave privilege. The total circumstances of an officer's use of sick leave rather than a numerical formula shall be the basis upon which the Employer's final determination is made that the officer is abusing sick leave. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

Section 4. Where sickness in the immediate family requires the officer's absence from work, officers may use not more than five days of such sick leave entitlement in each calendar year for that purpose. Immediate family is defined as the following persons: husband, wife, child, step-child, parent, brother or sister of the officer. 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 officer's absence from work beyond 20 days (150/160 hours as applicable) in a calendar year, permanent officers with at least one year of service may use accrued sick leave, in addition to that provided by Section 4 above.

a. Officers 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, child, step-child, or parent of the officer or any other person qualifying as a dependent under IRS eligibility criteria.

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

Section 7. Officers who retire shall be paid for their accumulated unused sick leave in accordance with the following schedule if they retire under the conditions set forth below:

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

Eligibility for payment of benefits in this Section is as follows:

- a. Superannuation retirement with at least five years of credited service in the State and/or Public School Retirement Systems,
- b. Disability retirement, which requires at least five years of credited service in the State and/or Public School Retirement Systems, or
- c. Other retirement with at least 25 years of credited service in the State and/or Public School Retirement Systems,
- d. After 7 years of service, death prior to retirement or separation of service except as provided in Section 7.

Such payments shall not be made for part days of accumulated sick leave. No payments under this Section shall be construed to add to the credited service of the retiring officer or to the retirement covered compensation of the officer.

Effective January 1, 2004, or as soon as practically possible thereafter, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All officers 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 officer's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the officer in cash. Amounts in excess of the maximum allowable amount will be paid to the officer in cash.

Section 8. If an officer dies as the result of a work-related accident, the Commonwealth will pay 100% of the officer'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 officer's unused sick leave to 90 days. Such payments shall not be made for part days of accumulated sick leave.

Section 9. Officers on leave without pay to attend official union conventions or conferences in accordance with Article 14, Section 3 shall have that time included in regular hours paid for the purpose of earning sick leave entitlement in accordance with Section 1 above.

Section 10. Permanent officers 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 officer has been abusing the leave privilege. Permanent officers with less than one year of service since their last date of hire may not anticipate sick leave.

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

Section 11. For the purpose of this Article, the calendar year shall be defined as beginning with the officer's first full pay period commencing on or after January 1 and continuing through the end of the officer's pay period that includes December 31.

ARTICLE 12 CIVIL LEAVE

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

- 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 officer's regularly scheduled work is in conflict with the required court attendance time. An officer shall be eligible to receive a maximum of one (1) day's pay at their regular straight time rate for each day of required court attendance.

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

Section 2. Permanent officers 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 Workers' Compensation Appeal Board.

Permanent officers who are subpoenaed as witnesses before the State Civil Service Commission or the 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 officer's immediate supervisor as far in advance as practicable.

Section 3. The term "court" 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. Permanent officers, 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.

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. Officers absent from work for reasons under 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 13 MILITARY LEAVE

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

Section 1. Military Reserve

- a. All permanent officers of the Commonwealth who are members of reserve components of the Armed Forces of the United States shall be entitled to military leave with compensation for all types of training duty ordered or authorized by the Armed Forces of the United States. Such training duty may either be active or inactive duty training and shall include but is not limited to:
 - (1) Annual active duty for training
 - (2) Attendance at service schools
 - (3) Basic training
 - (4) Short tours of active duty for special projects
 - (5) Attendance at military conferences and participation in any command post exercise or maneuver which is separate from annual active duty for training or inactive duty training.
- b. For military training duty as provided for in Subsection a of this Section the maximum military leave with compensation is 15 working days per calendar year.
- c. The rate of compensation for a military leave day shall be the officer's regular rate of compensation for the officer'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 officers 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 officer's regular rate of compensation for the officer's regular classification.

Section 3. General

a. Officers 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 must 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. Officers who are on military leave without pay shall have their duties performed either by remaining officers 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. Officers 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 officer'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 officer's control, the above periods may be extended upon demonstration of such circumstance.

Section 5. Re-employment

Officers 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 officer is capable of performing the essential functions of the position.
- (b) For temporary officers, 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 officer 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

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

Officers 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

Officers 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 officer 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 officer's first full pay period commencing on or after January 1 and continuing through the end of the officer's pay period that includes December 31.

ARTICLE 14 LEAVES OF ABSENCE WITHOUT PAY

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

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

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

The following shall be recognized as official union conventions or conferences:

- a. AFSCME Council 13 Convention
- b. District Council Conventions
- c. AFSCME International Convention
- d. Pennsylvania AFL-CIO Convention
- e. AFSCME Women's Conference
- f. Coalition of Labor Union Women Conference
- g. Leadership Institute (Steward/Officer Training) Conference
- h. Black Labor Coalition Conference
- i. Contract Interpretation Training Sessions held after the negotiation of a new collective bargaining agreement for the purpose of disseminating contract interpretation information to delegates. An officer may be granted leave without pay with seniority credit to attend two contract interpretation training sessions during the life of a collective bargaining agreement.
- j. Executive Board meetings of Council 13.
- k. AFSCME Policy Committee except for contract ratification.

Requests for leave without pay with seniority credit for union officials or elected delegates will be forwarded to the Bureau of Labor Relations, Office of Administration, by AFSCME, Council 13, not less than three weeks prior to the date of each convention or conference. Each request will contain the name, classification, department and work location of the union official or delegate, in addition to the name of the conference or convention.

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

Section 5. After completing six months of service, officers 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 officer 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 6. Upon request of the officer, an extension of up to an additional six months of leave without pay for illness shall be granted provided the officer 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 officer's doctor that the officer is able to return to work, the officer shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the officer shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the officer refuses an offer of a position in the same classification, the officer's rights under this Section shall terminate. If the officer accepts a position in a lower classification or a position previously held, the officer 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 seniority unit, 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 7. Officers shall not be required to use accumulated sick, annual, and/or personal leave prior to the commencement of a leave without pay.

Section 8. Upon the expiration of any approved leave of absence without pay, except as provided in Section 6 above and in Article 22, Section 7, the officer is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Article 25 Seniority.

Section 9. It is understood by both parties that the provisions of Sections 5, 6, 7 and 8 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 5, 6, 7 and 8 shall be designated as leave under the provisions of the Act.

ARTICLE 15 PARENTAL LEAVE

Officers shall be eligible for parental leave as follows:

Section 1. General

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

Section 2. Granting Leave

a. An officer 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 leaves shall be granted for a period of time not to exceed six months. Upon the request of the officer 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 officers 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 date of birth, of assuming custody of an adopted child or of placement of a foster child.

b. In no case shall an officer be required to leave prior to parental leave unless he/she can no longer satisfactorily perform the duties of his/her position.

c. While an officer 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 officer.

Section 3. Re-employment

An officer 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.

Section 4. Seniority Rights

Upon return from parental leave, an officer shall retain all seniority and pension rights that had accrued up to the time of leave. Seniority shall continue to accrue during parental leave.

Section 5. Annual, Personal, and Sick Leave

An officer is entitled to use accrued sick leave for the period that she is unable to work as certified by a physician. An officer 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 officer 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. 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).

Section 7.

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

ARTICLE 16 SALARIES AND WAGES

Section 1. Effective July 1, 2003, officers will continue to be paid in accordance with the July 1, 2002 Pay Schedule in Appendix A.

Section 2. Effective July 1, 2005, each officer 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 Pay Schedule in Appendix B.

Section 3. Effective January 1, 2007, each officer 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 Pay Schedule in Appendix C.

Section 4. Promotion, transfer, and demotion actions between classes represented in this unit shall result in the officer moving to the same pay step in the applicable pay range of the new classification.

Section 5. A permanent salaried officer whose salary exceeds the maximum of the officer'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 officers who are not above the maximum.

If an officer's rate of pay exceeds the maximum of the officer's applicable pay range before the general pay increase, but would not exceed the maximum after the general pay increase, the officer's rate shall be increased by an amount which will make it equal to the new maximum. The one-time cash payment for an officer in this situation shall be reduced by the amount of increase in the employee's annual rate of pay.

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

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

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

d. Officers 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 service increments of one step or longevity levels 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, officers who are at or above the maximum step of their pay range at the time they become eligible for a one step service increment or longevity level as outlined in Subsections 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 officer's base salary. The cash payments will be subject to dues and fair share fee deductions where applicable.

Section 8. An officer in an inactive pay status shall, upon return to active pay status, be entitled to the general pay increases outlined in Sections 2 and 3; the cash payments outlined in Sections 5

and 6; and the one step service increments or longevity levels outlined in Section 6, where applicable.

Section 9. The salaries of officers shall be paid biweekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

Section 10. If an Act 111 Interest Arbitration Panel orders a pay range revision for a classification covered by this Agreement, the policies and procedures related to such revisions contained in the Commonwealth's Personnel Rules shall apply.

Section 11. Effective October 1, 2003, all employees will be required to sign up for direct deposit of paychecks and travel expense reimbursements.

ARTICLE 17 OVERTIME

Section 1. For Game Conservation Officers, one and one-half of the officer's regular hourly rate of pay shall be paid for work under the following conditions:

- a. For work performed in excess of eight (8) hours in a work day when supervisor-initiated or assigned, but not when officer-initiated or scheduled.
- b. For work performed over 40 hours in a work week.
- c. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsections a. and/or b. of this Section.

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

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

Section 3. A Game Conservation Officer shall be paid double time for hours worked on the second scheduled day off in the work week provided the officer is in an active pay status on the officer's five regularly scheduled work days and works the officer's first scheduled day off in the work week. If such an officer is in an active pay status the officer's next five regularly scheduled work days and

works the officer's next scheduled day off or next two scheduled days off, the officer shall be paid double time for hours worked on those days.

A Game Conservation Officer 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 officer is in an active pay status on each of the five regularly scheduled work days of the associated work week.

Section 4. By mutual agreement between the Employer, the Union and the officer involved, compensatory time at the appropriate rate may be granted in lieu of premium 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 officer. If the Employer does not schedule the compensatory time in accordance with the officer'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 officer shall be compensated at the appropriate rate of pay in lieu of paid time off.

Section 5. The compensation received by Game Land Management Group Supervisors and Game Conservation Officer Supervisors includes an amount which is considered premium pay in lieu of (a) additional payment or compensatory time for hours worked in excess of eight (8) on an officer's scheduled work days; and (b) additional payment or compensatory time for hours worked in excess of eight (8) on an officer's scheduled days off.

If a Game Land Management Group Supervisor, Game Conservation Officer Supervisor, Game Conservation Manager 1 or Wildlife Conservation Officer Manager 2 is required to work on a scheduled day off, the supervisor/manager shall be paid for the hours worked on the scheduled day off up to eight (8) hours. The rate of pay shall be time and one-half for hours worked in excess of 40 hours in the workweek and straight time for hours worked up to 40 in a workweek. An officer who is assigned or required to work on a scheduled day off shall receive as much notice as is practicable.

Section 6. When the need for overtime occurs in a Game Conservation District, the Game Conservation Officer in charge of that district shall first be offered all overtime work that is considered a district function and that management wants performed within that district. Each Game Conservation Officer's district shall constitute an overtime equalization unit. In the event that the officer is not available to perform the needed overtime work, the Employer shall have the right to assign such work as it deems appropriate.

When the need for overtime occurs in a Game Land Management Group area, the Game Land Management Group Supervisor in charge of that area shall first be offered all overtime work that is considered a land management group function and that management wants performed within that area. Each Game Land Management Group Supervisor's area shall constitute an overtime

equalization unit. In the event the officer is not available to perform the needed overtime work, the Employer shall have the right to assign such work as it deems appropriate.

If a need for general Game Conservation Officer Supervisor overtime work should arise in a region, then an attempt should be made by the Employer to rotate the assignment of such work so as to equalize it among the available Game Conservation Officer Supervisors within the region.

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

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

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

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

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

Section 10. Effective January 1, 2004, or as soon as practically possible thereafter, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All officers 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 officer's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the officer in cash. Amounts in excess of the maximum allowable amount will be paid to the officer in cash.

ARTICLE 18 CALL TIME

Section 1. Officers who have been called in to work outside of their regular shift schedule shall be paid at the appropriate rate for the hours worked or a minimum of three hours' pay at the officer's regular straight time hourly rate, whichever is greater. Call time pay begins when officers report to their assigned work site ready for work. Officers will be permitted to leave the work site when the work assignment that is the reason for the call time is completed unless the officer's scheduled work shift has commenced. There shall be no duplication of hours or pay.

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

Section 3. Unless provided otherwise herein, the provisions of Section 1 shall be applicable to any work assignment that is separated from the officer's regular shift schedule or other work assignment by a break in time other than a meal period.

Section 1 shall not be applicable to scheduled overtime where the past practice has been to schedule certain work assignments on a regular basis without being subject to any minimum hours or pay. Section 1 shall not be applicable to work performed by supervisory officers of this Unit during their normal scheduled workweek.

ARTICLE 19 STANDBY TIME

The Employer, at its discretion, may order officers to be on standby. An officer is on standby during the period when the officer is either required to remain at home or required to carry an electronic paging device and be available for emergencies. Only officers who are required to be on standby are entitled to the compensation hereafter set forth. Officers directed to be on standby shall, at the Employer's discretion, either be paid 25% of their regular base pay for such standby time or receive compensatory time off equivalent to 25% of such standby time. Officers shall be considered to be on standby time until officially released. Standby time shall not be considered hours worked for the purpose of overtime computation. An officer shall not be considered to be on standby time while being paid for call time.

ARTICLE 20 LIFE INSURANCE

Section 1. The Employer shall continue to assume the entire cost of the insurance coverage for eligible officers as set forth in the currently existing life insurance plan as modified by Section 2. The amount of insurance is based on the officer's annual pay rate in effect on the preceding January

1, rounded to the nearest \$1,000, but not to exceed \$40,000. The amount will be reduced to 65% on the date the insured individual reaches age 70 and to 50% on the date the insured individual reaches age 75.

Section 2. Permanent officers 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 officers 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 officers 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 officers 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 twelve (12) months until the paid leave is exhausted.

Permanent officers 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.

Section 3. The Employer shall continue to provide each officer 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.

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 the Union and the Employer.

This jointly administered Fund is known as the Pennsylvania Employees Benefit Trust Fund (hereinafter Fund or PEBTF). The Fund shall conform to all existing and future Federal and Commonwealth statutes applicable to and controlling such Health and Welfare Fund.

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

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

c. The Employer shall contribute to the Fund the amounts indicated below on behalf of each permanent full-time employee eligible for benefits and covered by this Agreement:

July 1, 2003 – June 30, 2004 - \$235.00 biweekly per employee

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

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

July 1, 2006 – June 30, 2007 - \$300.00 biweekly per employee

Over and above the Employer's biweekly contribution, the Employer shall contribute to the PEBTF an additional sixty million dollars (\$60,000,000) on behalf of all Fund participants during the first three months of fiscal year 2003/04. The additional funds shall be used to ensure that there is no interruption of Fund health coverage to eligible employees and dependents.

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, except as otherwise specifically provided within this Article.

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 employee claiming any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Fund shall be limited to the contributions indicated under 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 eligible for benefits and who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive benefits as determined and extended by the Fund for the period they are on leave. If the leave extends beyond the regular leave period, employees will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

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

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 Medicare 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 REHP for benefits which are provided by Medicare Part B. It is understood that the REHP plan of benefits may be amended or modified by the Employer from time-to-time.

c. 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) or (3) 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.

(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 or

(3) Other retirement 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.

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 WORK-RELATED INJURIES

Section 1. An officer who sustains a work-related injury, during the period of this Agreement, as the result of which the officer 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 officer 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 officer'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 (8 hours) 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 twelve (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 officer election to use or not use accumulated leave under this Section cannot be changed more than once.

Section 2. An officer 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 officer 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 officer continues to receive workers compensation, the officer will be placed on leave without pay in accordance with Section 7 below and will not be entitled to receive state-paid coverage for life insurance and state payments toward coverage for health benefits.

Section 5. An officer is required to refund to the Employer the amount of any overpayment. In no case shall an officer 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 and state payments toward coverage for health benefits as provided in Articles 20 and 21, will continue for the period of time that the officer is on leave under Sections 1 and 12.

Section 7. An officer 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 officer is fully capable of performing the duties of that position, subject to the furlough provisions of Article 25, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three-year period and the officer does not return to work immediately or if the officer 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 officer will be on leave without pay.

During the three-year period, officers who are not fully capable of performing the duties of their position shall have, upon request, a right to return to an available position in a lower classification, within the same geographical/organizational limitation as the seniority unit, to which there are no seniority claims and which the agency intends to fill, provided the officer meets the

minimum requirements and qualifications essential to the work of the classification and the officer is fully capable of performing the duties of the position. If an officer returns to a position in a lower classification, the officer will be demoted in accordance with the Commonwealth's Personnel Rules, but shall maintain the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred, provided the officer is fully capable of performing the duties of that position, subject to the furlough provisions of Article 25, Seniority.

Disabled officers receiving workers' compensation will be notified 90 days prior to the expiration of the three-year period. The notification will include information concerning the officer's right to apply for disability retirement, if eligible. If the officer does not receive 90 days notice, the officer'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 officer, 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 officer who sustains a work-related injury, during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury in accordance with Articles 8, 10 and 11. If no paid leave is available, an officer may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Officers 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 officer is able to work only in a limited capacity and the prognosis for the injury indicates that the officer will be able to resume all of the duties of the officer's classification in a reasonable period of time. The Employer may terminate a modified duty assignment when it becomes apparent that the officer will not be able to resume the full duties of the officer's classification within a reasonable period of time.

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

Section 11. Sections 1 through 10 and 12 of this Article shall not be applicable to officers whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

Section 12. An officer 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 officer 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.

ARTICLE 23 CLASSIFICATION

Section 1. The position classification plan, as established and maintained by the Employer, consists of a schedule of classification titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the work of the classification. If officers consider their permanent position to be improperly classified, the officers may process an appeal for a reallocation of their position through the Standard Grievance Procedure as set forth in Article 37 of the Commonwealth/AFSCME Master Agreement except that Step 5 Arbitration shall be replaced by Section 2 of this Article.

When the officer submits a classification grievance, the officer shall attach to the grievance a description of the job. Employer determinations prior to Step 4 can be reversed by the Office of Administration. If a determination is made by the Employer in the course of an officer appeal that a position should be upgraded, the officer shall be promoted retroactively to the date the grievance was filed in writing.

If a final determination is made by the Employer in the course of an officer appeal or an Employer-initiated classification review that a position should be downgraded, the officer shall be demoted to the proper classification and pay range at the nearest step not greater than the officer's current salary. If the officer's salary is greater than the maximum step of the lower pay range, there

shall be no reduction in salary. The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

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

Section 2. The Union, in response to an unfavorable decision at Step 4 may submit classification appeals to an arbitration panel. The panel shall consist of three members; one member appointed by the Employer, one member appointed by the Union, and a third member selected by the parties jointly from a list of five names to be mutually agreed upon by the Employer and the Union. The third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth and must be knowledgeable in the field of position classification. The panel shall neither add to, subtract from nor modify the provisions of this Article nor recommend any alterations or revisions to the Commonwealth's classification and compensation plans. The panel shall be confined to deciding the proper classification in the then existing classification plan for the position in dispute.

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

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

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

Whenever an officer 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 officer's own position for a period of any five full cumulative days in a calendar quarter, the officer shall be compensated at an amount equal to four and one-half percent of the officer's current rate of pay, or at the starting rate of the pay range for the higher class, whichever is greater. Officers 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 officer while temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the officer is charged to perform the higher level duties on the officer's scheduled workday immediately before and immediately after such holiday and is paid at the higher rate on those days. The holiday shall

not count toward the requirement for five full cumulative days in a quarter. Once the requirement for the five full cumulative day threshold has been met, payment will be included in the biweekly paycheck. If the position is filled permanently by other than the officer temporarily filling the position, the officer 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 officer or officers 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 officer being replaced, whichever is greater.

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

Grievances arising from Sections 3 and 4 of this Article shall be submitted in writing and the officer 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 officer to provide the required information will not affect the validity of the grievance. Grievances pertaining to this Section may be processed through an arbitration panel consisting of one Union staff member, one staff member of the Employer, and one permanent arbitrator jointly selected by the parties who is knowledgeable in the field of position classification. The decision of the arbitration panel shall be final and binding.

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

Section 4. If an officer works out of class in a position in a higher rated classification within the seniority unit for 113 or more full days in a year, the Employer will post a vacancy in that classification in that seniority unit which shall be filled in accordance with Article 25. The Employer will not rotate the higher level assignment of officers or equipment for the purpose of circumventing the 113 day rule.

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

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

ARTICLE 24 DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an officer without just cause. The appropriate district council and local of the Union shall be notified promptly by the Employer of any suspension, discharge or demotion provided, however, the requirement to notify the district council and local of the Union will not be applicable if the Union has not informed, in writing the agency or institution of the applicable district council and local for the officer involved. The failure of the Employer to comply with the preceding notification requirements will not affect the validity of the action, but will suspend the time period set forth above until the notification is sent.

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

Section 3. The Employer will attempt to discipline officers in such a manner so as not to embarrass the officer before the public or other officers. It must be kept in mind, however, that where insubordination or flouting of authority by an officer in public or in the presence of other officers takes place, the Employer shall not be restricted by the operation of this Section.

Section 4. The provisions of Section 1 shall not apply during the initial twelve (12) months of probationary employment. The probationary period can be extended by written agreement between the Employer and the appropriate local or district council of the Union for an additional period, during which time Section 1 shall not apply. Periods of leave without pay and periods of time during which an officer is using paid leave to supplement workers' compensation shall not count toward the initial twelve (12) months or any extension period.

Section 5. This Article shall not apply to demotions resulting from an officer appeal, an Employer-initiated classification review or unsuccessful completion of a probationary period upon promotion.

Section 6. An officer who is the subject of an Inspector General investigation will be notified when the investigation is concluded. The officer 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 officer shall be deemed a subject of an investigation when the officer has been accorded a "subject interview".

Section 7. The parties agree to continue the use of the alternative forms of discipline program and to expand its use for instances of unsatisfactory work performance on a specific work project or work product.

ARTICLE 25 SENIORITY

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

a. Classification seniority standing shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in the officer's current classification. An officer whose position has been downgraded will have service in the higher classification counted toward classification seniority in the lower classification.

b. Game Act 111 Unit seniority standing for the purpose of promotion and furlough shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in classifications now covered by this Game Act 111 Unit subsequent to July 1, 1973. For officers who occupied a classification now covered by this Agreement on July 1, 1973, all unbroken service with the Employer prior to July 1, 1973 will be counted toward Game Act 111 Unit seniority, except for leaves of absence without pay for four weeks or more. Officers who did not occupy such classifications on July 1, 1973 but did so prior to that date will have such service in Game Act 111 Unit classifications counted toward Game Act 111 Unit seniority, if there has been no break in service, except for leaves of absence without pay of four weeks or more.

c. Officers who served in the Armed Forces of the United States during periods of time listed below shall be responsible for providing proof of military service to their human resource officer within 60 days of their first day of work in order to receive seniority credit in accordance with the Veterans' Preference Act 51 Pa. C.S. 7101 et seq. Failure to provide the required proof of service during the time period shall bar the officer or union from claiming credit for such service at a later date.

Applicable periods are as follows:

World War I - April 6, 1917 - November 11, 1918

World War II- December 7, 1941 - September 2, 1945

Korean War - June 25, 1950 - July 27, 1953

Vietnam - August 5, 1964 - January 28, 1973

Gulf War - To be included once beginning and ending dates have been established.

d. Seniority credit for each officer is maintained as a total number of days. Officers will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly pay period plus the number of hours of military leave without pay; leave without pay for union business in accordance with Article 14, Section 3; leave without pay for work-related injuries in accordance with Article 22, Section 7; sick leave without pay in accordance with Article 14, Sections 5 and 6; parental leave without pay in accordance with Article 15, Section 2 and Family Care Leave Without Pay in accordance with Article 35 will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to the officer's accumulated total.

Section 2. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five consecutive working days, failure to report within 10 consecutive working days of recall, expiration of recall period, failure to report after leave and acceptance of other permanent employment while on leave. This shall not restrict the Employer's right to take whatever personnel action it deems warranted for any of the above. If service is broken by any of the above, the officer shall lose Game Act 111 Unit and Classification seniority. If an officer is returned within one year after such break in service, the officer shall be entitled to credit for seniority purposes the time accrued up to the time break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.

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

A furloughed officer who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights as of the date of the approval of benefits by the State Employees' Retirement Board.

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

Section 4. When the Game Commission determines to fill a vacant district in this Unit, the Game Commission will send notice of such intent to the graduates of the Ross Leffler School of Conservation. Officers will have 30 calendar days from the date of the notice to express an interest in a lateral transfer or voluntary demotion into the vacant district. The Game Commission will award the district to the employee with the greatest Game Act 111 seniority who possess the requisite skill and ability and who has expressed an interest in the position. An effective date of the transfer or demotion will be established.

The officer will have 30 calendar days from the date of notification to provide written notice of acceptance or rejection of the transfer/demotion offer. Upon acceptance or at the expiration of the 30-calendar day consideration period, the transfer/demotion becomes non-revokable by the officer. Officers who accept transfer/demotion utilizing this bidding process may not express interest in another vacant district for two (2) years from the date of their transfer. Vacant districts created by an officers utilizing this seniority bidding process will be filled by the Game Commission in its sole discretion. This system of posting will only be utilized up to 30 calendar days prior to the graduation of a Trainee Class.

Section 5. When the Game Commission deems it necessary to fill a civil service vacancy in this Unit which would result in the promotion (as defined in the Commonwealth's Personnel Rules) of an officer, the Commission agrees to continue its practice of promoting from within the Unit. For example, when a Game Conservation Officer Supervisor vacancy is to be filled, candidates from both the Game Conservation Officer and Game Land Management Group Supervisor classifications will be considered as has been the practice of the Game Commission in past years.

Beginning in July 2000, the Game Commission will conduct a pilot-testing project for Game Conservation Officer Supervisor positions. When the Game Commission determines to fill a Game Conservation Officer Supervisor position, it will administer a written test to the Game Conservation Officers and Game Land Management Group Supervisors who have applied for the job. The test will be designed to measure the applicant's skill, ability and job knowledge for purposes of filling the involved position. The Game Commission agrees to meet and discuss with the Union to consider their view of appropriate test criteria. Applicant interviews may also be conducted. Following the testing and interview processes, the Game Commission will rank the applicants. Where the top ranked applicants receive relatively equal ranking, the applicant with the most Game Act 111 Unit seniority shall be promoted. The parties will evaluate this project and meet prior to the expiration of this Agreement to discuss the continuation of this testing process.

Section 6. When the Employer determines that a furlough is necessary within a seniority unit, officers will be furloughed in the inverse order of Game Act 111 Unit seniority. Officers affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner:

a. If an officer is affected by furlough, the officer shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided the officer has more Game Act 111 Unit seniority than the officer with the least Game Act 111 seniority in that classification and has the requisite skill and ability.

b. If the affected officer is unable under Subsection a. above to bump into a lower classification, the officer shall bump laterally or down into any other classification previously held within the bargaining unit but within the same geographical and organizational limitation as the seniority unit, using the seniority procedure specified in a. above.

c. If the affected officer is unable to bump into any position as provided in Subsections a. and b. above, the officer shall be furloughed, subject to the provisions of Section 9 of this Article.

d. If an officer refuses to exercise rights under this Section, the officer shall forfeit all further bumping rights under this Section, recall rights under Section 8 of this Article to positions in all classifications except the one from which the officer was furloughed and placement rights under Section 9 of this Article.

e. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.

Section 7. Before any furlough is implemented in a classification in the classified service in this seniority unit, all probationary officers will be furloughed before any regular status officers in the classified service are furloughed.

Section 8. The Employer shall establish a recall list by classification series using the same geographical and organizational limitation as the seniority unit in which the furlough occurred for those officers furloughed under Section 6 of this Article in the inverse order of seniority.

a. Officers on such recall lists shall have rights to a position in a classification within the seniority unit from which they were furloughed.

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

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

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

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

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

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

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

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

j. A furloughed officer who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights under this Section as of the date of the approval of benefits by the State Employees' Retirement Board.

Section 9. If an officer is unable to execute a bump as provided by Article 25, Section 6, and is placed on a furlough list, the Commonwealth will attempt to place the officer in a budgeted, available, uncommitted vacancy in a classification covered by the Commonwealth/AFSCME Master Agreement to which there are no seniority claims in the following manner:

a. Placement will be made to positions in classifications covered by the Master Agreement to which an officer has bumping rights in any agency under the jurisdiction of the Governor provided the officer possesses the requisite skill and ability. In addition, placement will be made to entrance level vacancies in any classification covered by the Master Agreement in the same or lower pay range in the agency from which the officer was furloughed, provided the officer meets the minimum requirements and qualifications essential to the work of the vacancy.

If an officer is unable to be placed under Paragraph 1 of this Subsection, placement will be made to entrance level vacancies in a classification in the same or lower pay range in the same bargaining unit from which the officer was furloughed in any agency under the jurisdiction of the Governor, provided the officer meets the minimum requirements and qualifications essential to the work of the vacancy.

b. Officers placed in entrance level vacancies which are not in the classification or classification series which an officer previously held will serve a six month probationary period during which time the provisions of Article 24, Section 1 shall not apply. Officers who are terminated for failure to successfully complete the probationary period shall retain recall rights under Section 7 of this Article.

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

d. Placement will be made in order of Game Act 111 Unit seniority; however, officers with an earlier furlough date will be placed in vacancies before officers with a later furlough date.

e. Civil service officers will have placement rights to both civil service and non-civil service vacancies consistent with the requirements outlined in Paragraph 1 of this Section.

f. Officers will be offered placement in one vacant position. If an officer declines the offer of placement, the officer's rights under this Section cease. The furloughed officer shall retain recall rights as outlined in Article 25, Section 7.

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

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

i. Officers placed in vacancies in the same classification from which furloughed or in vacancies in other classifications at the same pay range of the classification from which furloughed will lose recall rights outlined by Article 25, Section 7. Those officers placed in a classification in a lower pay range will retain their recall rights under Article 25, Section 7.

j. The provisions of this Section will be implemented at the time the officer's completed placement questionnaire is received by the central human resource office of the appropriate agency and will continue for six months after the officer has been furloughed. When the six-month period has expired, an officer's rights under this Section cease. However, the officer will retain recall rights under Article 25, Section 7, except as provided in Subsection i. The provisions of this Section will not be implemented on behalf of officers who do not return completed placement questionnaires.

k. A furloughed officer who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit any placement rights under this Section as of the date of the approval of benefits by the State Employees' Retirement Board.

Section 10. The probationary period for promotions shall be six (6) months in length and the provisions of Article 24, Section 1 shall not be applicable if an officer is demoted within that time for failure to successfully complete the probationary period. In such case, officers shall have the

right to return to their former classification during this period. Periods of leave without pay and periods of time during which an officer is using paid leave to supplement workers' compensation shall not count toward the probationary period.

Section 11. For the purpose of furlough, the number of union stewards and chair officers of the Union local agreed to by the parties to have superseniority is eleven (11). The Union shall provide the Employer a list of the officers who are to be granted superseniority in accordance with the provisions of this Section. The list shall contain the officer's name, union title, agency of employment, bargaining unit, work location and local union number.

Game Act 111 Unit seniority will be used to break ties among officers who have been granted superseniority. If Game Act 111 Unit seniority is equal, the officers will draw lots.

Section 12. Seniority units for this Game Act 111 Unit shall be statewide for purposes of furlough and promotion.

Section 13. Arbitration of grievances relating to Sections 4, 5, 6, 7, 8, and 9 of this Article shall be conducted by a panel of three Members--one to be appointed by the Office of Administration, one to be appointed by the Union and the third to be selected by the Employer from a list of five names to be mutually agreed upon by the Employer and the Union. Such third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth of Pennsylvania.

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

Section 14. When in the exercise of seniority rights provided hereunder, two or more officers are deemed relatively equal in skill and ability and have the same seniority, preferential rights shall be determined by lot.

Section 15. In the event of a furlough, Commonwealth employees who occupy positions not represented by AFSCME may utilize their accrued seniority in classifications now covered by this Unit to bump into Game Act 111 Unit classes previously held.

ARTICLE 26 UNIFORMS, CLOTHING AND EQUIPMENT

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

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

Section 2. If, during the performance of an officer's Commonwealth duties, a person or animal damages or destroys items of clothing or personal property which are worn by the officer and which are necessary for the performance of such officer's work, the Employer shall reimburse the officer for the cost of repair or actual value of such clothing or personal property, whichever is less. The condition of the clothing or personal property prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not due to the officer's own negligence. The Employer shall take prompt and timely action in the disposition of an officer's claim for damaged or destroyed clothing or personal property.

ARTICLE 27 DISCRIMINATION/OFFICER TREATMENT

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

Section 2. The Employer does not condone sexual harassment of any officer and encourages officers who, after appropriate consideration of all relevant facts, believe that he/she is the object of such conduct, to report such allegations as soon as possible. The burden of substantiating such an allegation rests with the charging party. Because of the seriousness of such allegations which could result in discipline or discharge of the person charged, it is understood that false, frivolous and/or reoccurring unsubstantiated allegations may result in disciplinary actions against the charging party.

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

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

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

ARTICLE 28
UNION BUSINESS

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

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

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

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

ARTICLE 29
PEACE AND STABILITY

Section 1. It is understood that there shall be no strike during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any strike during the life of this Agreement.

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

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

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

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

ARTICLE 30 MISCELLANEOUS PROVISIONS

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

Section 2. The Commonwealth and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of Act 111 of 1968 and constitutes the entire agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

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

Section 4. Where the term meet and discuss is used in this Agreement, it will be deemed to have the meaning of that term as defined and applied under the Public Employee Relations Act 195.

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

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

Section 7. Reimbursement of travel and subsistence expenses in accordance with the Commonwealth's Travel Regulations (Management Directive 230.10) shall be provided as modified below:

For Game Conservation Officers only - Each officer whose residence is not owned by the Commonwealth shall be paid \$55.00 per month which will compensate the officer for office space in the officer's place of residence and \$70.00 in lieu of subsistence expenses for officers not in overnight travel status now provided by Section 11 of the Commonwealth's Travel Regulations, Management Directive 230.10. In addition, officers assigned to duties outside of their district for a period of not less than 12 consecutive work hours are entitled to subsistence expenses in the amount actually expended, not to exceed \$8.00. An officer whose residence is owned by the Commonwealth and who pays for such residence according to a maintenance schedule rather than a rental amount based on fair market value shall receive \$70.00 per month for the above subsistence expenses and, in addition, shall not reimburse the Commonwealth for maintenance charges for the room required to be utilized by the officer as an office for the conduct of Commonwealth business.

Officers shall receive \$70.00 dollars per month subsistence allowance in lieu of reimbursement on a daily basis for lunch expenses and subsistence expenses including meals now provided by Section 11 of the Commonwealth's Travel Expense Regulations while the officer is working in their division or region. In addition, an officer assigned to duties outside his division or region for a period of not less than 12 consecutive work hours is entitled to subsistence expenses in an amount actually expended, not to exceed \$8.00.

Each Game Land Management Group Supervisor whose residence is not owned by the Commonwealth shall be paid \$55.00 per month which will compensate the officer for office space in the officer's place of residence.

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

Section 9. An officer shall not be transferred for reasons which are punitive, disciplinary, arbitrary or capricious. In no event shall an officer's reassignment be due to the valid enforcement of the Game Laws. Any dispute regarding the propriety of transfers shall be subject to the grievance and arbitration procedures outlined in Article 32 of this Agreement.

Officers shall receive notice 30 calendar days prior to the effective date of transfer. Upon transfer, officers may be granted up to sixty (60) days in travel status at their new location, to be taken in the initial ninety (90) consecutive calendar day period following their transfer, to provide adequate time for locating new living quarters and to move to the new location. Only that portion of the travel status allowance actually required shall be granted. No reimbursement will be made for local mileage. Officers returning to their pre-transfer headquarters or residence on days off or holidays will not be given subsistence or lodging for the day(s) off or holiday period.

Officers shall be entitled to expenses as provided in Sections 10 and 11 of the Commonwealth's Travel Expense Regulations, Management Directive 230.10. Only that portion of

the allowance actually required will be granted. An officer shall not be entitled to receive concurrently subsistence under this Section and to receive an office and subsistence allowance as provided in the provisions of this understanding relating to office rent and subsistence (i.e., Article 30, Section 7 Miscellaneous Provisions).

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

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

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

Section 13. In the event Act 111 is amended during the term of this Agreement, the parties agree to negotiate concerning the amendments to determine whether or not this Agreement should be amended to incorporate changes permitted by the amendments to the Act. It is clearly understood that if this Agreement is reopened for negotiations for this purpose, the provisions of Article 29, Peace and Stability, will remain in full force and effect.

Section 14. All letters of agreement between the Bureau of Labor Relations and Council 13 shall remain in effect if applicable to this Unit.

Section 15. In the event the State Employees' Retirement Code is amended during the term of this Agreement to authorize dues deductions for retired public employee associations, the parties agree to negotiate whether or not the Agreement should be amended to incorporate changes permitted by the amendment to the Code. It is clearly understood that if this Agreement is reopened for negotiations for this purpose, the provisions of Article 29, Peace and Stability, will remain in full force and effect.

Section 16. Officers shall be permitted to engage in outside employment during non-scheduled hours provided:

- a. prior authorization is obtained;
- b. the scope of employment does not demean the image of the Pennsylvania Game Commission;
- c. there is no conflict with the officer's duties;
- d. the total amount of employment does not interfere with the officer's ability to perform their duties properly.

An officer, whose request to engage in outside employment is denied or whose authorization to engage in outside employment is revoked, may appeal that decision in the grievance procedure.

An officer who submits a request for authorization to engage in outside employment shall receive a response to that request within three (3) weeks of its submission which approves it or denies it for reasons stated.

Section 17. The Employer shall provide liability coverage and legal defense in civil suits as detailed in Title 4 PA Code Chapter 39 and Management Directives 205.6 and 630.2.

In criminal actions against any officer arising from conduct within the scope of the officer's employment, the Employer may provide an attorney to represent the officer, or if it does not:

- a. It shall advance reasonable fees incurred for services performed on or after July 1, 1978 of an attorney engaged by the officer up to the amount of the officer's contribution to the officer's retirement account, except that if the officer is charged with theft from the Employer, this amount shall be reduced by the alleged amount of the theft. If the officer's defense is not successful, the amount advanced shall be recovered either out of that amount in the officer's retirement account or by some other method in accordance with law.
- b. If the officer's defense is successful, in addition to the amount, if any, that has been advanced, it shall reimburse the reasonable attorney's fees incurred for services performed on and after July 1, 1978 to the following extent:
 - (1) full, if successful on the basis of a verdict following a full jury trial;
 - (2) to the extent determined by the Employer to be appropriate if successful on some other basis.

For the purpose of the provision, all of the criminal charges arising from the same episode, event or circumstances shall be regarded as a single criminal action; charges arising from different

criminal episodes, events or circumstances shall be regarded as separate criminal actions.

Section 18. When redistricting plans are being considered by the Game Commission, management will notify the Union of the changes that are being considered. At the request of the Union, management will meet and discuss on the proposed redistricting. Officers from the involved district and their Union representatives will be given the opportunity to attend any such meet and discuss session.

Section 19. If the Employer requires an officer to attend a training session or meeting at a site distant enough to qualify the officer for overnight travel status and the officer elects to return home following the conclusion of the training session or meeting rather than remain overnight at the training/meeting site, then the officer will receive one-quarter (1/4) time for travel time in excess of the officer's normal eight (8) hour day. This Section applies to Game Conservation Officers only.

Section 20. Every officer, upon assignment to a District/Group, shall make a good faith attempt to find a suitable residence within the assigned District/Group. Upon representation by the officer that a suitable residence within the District/Group cannot be obtained, the Game Commission shall grant an exception permitting the officer to reside and maintain headquarters within five (5) miles of his District/Group by the shortest regularly traveled route to the involved officer's District/Group boundary line.

Officers who currently reside more than five (5) miles outside their District/Group may continue to reside at their current home locations, but must comply with this new residence requirement if they should decide to move to a new residence. Officers who currently reside more than five (5) miles outside their District/Group must continue to maintain a headquarters within their assigned District/Group.

ARTICLE 31 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; 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, rules and implementing regulations shall prevail. Disputes regarding the application and implementation of the Orders, laws, rules and implementing regulations shall be subject to arbitration.

This provision does not constitute a waiver of rights under Act 111.

ARTICLE 32
GRIEVANCES AND ARBITRATION

Section 1. Where an officer 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 officer has submitted a contract grievance, or the officer shall not be entitled to institute proceedings under the contract grievance procedure. If the appeal to the Commission is withdrawn by the officer or not accepted by the Commission within the time limits prescribed in Section 2 of this Article, the processing of a timely filed contract grievance shall be permitted.

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

STEP 1. The officer, either alone, or accompanied by the Union Representative, or the Union Representative where entitled, shall present the grievance in writing to the Game Commission Labor Relations Coordinator within fifteen (15) working days of the date of the occurrence giving rise to the dispute, or when the officer knew or by reasonable diligence should have known of the occurrence.

In addition, in order for a grievance to be discussed at Step 1, the Game Commission Labor Relations Coordinator must have received a written confirmation of the grievance at least fifteen (15) working days prior to the prescheduled Step 1 meeting. This period may, however, be modified by mutual agreement.

The parties agree the Game Commission Labor Relations Coordinator or his designee and the Union 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 parties.

Any agreed upon final settlement of a grievance reached at Step 1 shall be reduced to writing and signed by the Union and the Game Commission Labor Relations Coordinator. 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 Game Commission Labor Relations Coordinator must, if the case is not settled at this point, make a

written disposition of the matter to the Union within fifteen (15) working days from the date of the Step 1 meeting.

STEP 2. If the Step 1 response is not satisfactory, or a response has not been received by the Union within fifteen (15) working days of the Step 1 Meeting, the Union shall have fifteen (15) working days after the Commonwealth's response is received or due, to appeal the decision by filing its grievance with the appropriate Joint Area Committee referred to in Article 1 of the attached Rules of Procedure. 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 - 404 Finance Building, Harrisburg, PA 17120).

Failure of the Union to submit grievances to the appropriate Joint Area Committee within the fifteen (15) day appeal period specified above, shall be cause for the Commonwealth to consider the matter "settled and withdrawn." Any later discovered or developed evidence, not previously disclosed to the other party at the Step 1 meeting must be submitted to the other side as soon as practical after discovery and/or development, but in no event later than 48 hours (excluding holidays and Saturdays/Sundays) before the Step 2 hearing. (See Article 4, Section 3 of the Rules of Procedure for Exceptions).

Decisions of the Joint Area Committees are final and binding, but shall not operate as precedent.

STEP 3. Failure of the respective Joint Area Committees to resolve the grievance at Step 2 of this procedure (i.e. a "deadlock" result at the Area Committee Level) shall cause the matter to automatically move to Step 3 of this procedure. No additional appeal submission or filing shall be required for "deadlocked" cases to be docketed with the Joint Pennsylvania State Committee. However, when such docketing occurs, the Office of Administration, Bureau of Labor Relations, will furnish official notice confirming the docketing of all cases scheduled to be heard by the State Committee, along with the date, place, and time of the scheduled meeting to the Game Commission (Human Resource Services Division) and Council 13 of AFSCME (Grievance Department 4031 Executive Park Drive, Harrisburg, PA 17111-1599).

The Committees at Steps 2 and 3 shall have the right to hear testimony from both parties, investigate 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 Committees shall neither add to, subtract from, nor modify the provisions of this Agreement. The Committees shall be confined to the precise issue submitted, and shall have no authority to determine any other issues not so submitted. If the Joint Pennsylvania State Committee is unable to reach a decision by majority vote, the matter will be considered "deadlocked".

STEP 4. An appeal from a deadlocked decision at Step 3 may be initiated by the Union, by written notice of intent to proceed to arbitration. This notice must be sent within fifteen (15) working days after the deadlocked decision from Step 3 to the Office of Administration (Bureau of Labor Relations, 404 Finance Building, Harrisburg, PA 17120), and the Game Commission (Human Resource Services Division).

Arbitration

The impartial arbitrator is to be selected by agreement between the respective Co-Chairpersons of the Joint Pennsylvania State Committee within fifteen (15) working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators to the respective Co-Chairpersons. The Co-Chairpersons shall, within fifteen (15) working days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Employer Chairperson shall strike the first name. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

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

A decision of the Step 2 and Step 3 Joint Committees or by the arbitrator shall be final and binding on both parties. The arbitrator shall be required to issue a decision within thirty (30) days after the close of the hearing.

Both the Commonwealth and the Union recognize that the period between the first day of archery season till the end of muzzleloader season is an extremely busy time for all Pennsylvania Game Commission Personnel. In view of this recognition, both parties agree to attempt to avoid the scheduling of non-discharge arbitration cases during this period of time.

Arbitration of grievances alleging a violation of Article 25, Sections 4, 5, 6, 7, 8, and 9 will be conducted by an Arbitration Panel as described in Article 25, Section 13.

Time Limits

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

Costs

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 shall be divided by the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

Either party desiring a record shall pay for the record and make a copy available without charge to the arbitrator.

Section 3. An officer shall be permitted to have a representative of the Union present at each step of the grievance procedure up to and including Step 3. Upon request by an officer or Union representative, a Step 1 grievance meeting will be postponed or rescheduled, if necessary, if a Union representative is temporarily unavailable to the officer. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

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

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

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

The Union may present grievances concerning agency-wide actions or state-wide actions directly to Step 3 within fifteen (15) working days of the date of the occurrence giving rise to the dispute, or the date when the Union knew, or by reasonable diligence should have known, of its occurrence. However, the Union 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.

Section 4. The Joint Area Committee and the Joint State Committee will function under the attached Rules of Procedure.

ARTICLE 33 SAFETY AND HEALTH

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

Section 2. The Employer agrees to establish a health and safety committee at each agency. The committee shall be composed of an equal number of representatives of the Union and the Employer. The purpose of the committee shall be to investigate present or potential safety hazards and security problems and to make recommendations for corrective action. The committee shall meet as determined by the parties unless a clear and present danger situation warrants a special meeting. The committee shall establish its own operating procedures. Union representatives on the committee shall be given a reasonable amount of time during working hours to investigate safety and health hazards brought to the committee and to serve on this committee.

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

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

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

Section 6. Officers shall be provided with information on all communicable diseases and infestations to which they may have routine workplace exposure. Information provided to officers shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions and recommendations for immunization where appropriate.

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

ARTICLE 34 SUCCESSORS

In the event the Employer sells, leases, transfers or assigns any of its facilities to other political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff, furlough or termination of officers covered by this bargaining agreement, the Employer shall attempt in good faith to arrange for the placement of such officers with the new

Employer. The Employer shall notify the Union in writing at least 30 days in advance of any such sale, lease, transfer, or assignment.

ARTICLE 35 FAMILY CARE LEAVE

Section 1. After completing one year of service, permanent officers 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 a spouse, 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 officer 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 state payments toward coverage for health benefits as provided in Articles 20 and 21 will continue for the period of time the officer 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. Officers will not be required to use accumulated annual and/or personal leave prior to taking family care leave without pay.

Section 5. An officer 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 officer or an individual who stood in loco parentis to an officer when the officer was a son or daughter.

For the purpose of this Article, son or daughter shall be defined as a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis 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 officer's first full pay period commencing on or after January 1 and continuing through the end of the officer's pay period that includes December 31.

ARTICLE 36 POLITICAL ACTION COMMITTEE DEDUCTIONS

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

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

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

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

ARTICLE 37 PRESERVATION OF BARGAINING UNIT WORK

Section 1. The provisions of Sections 1 through 6 of this Article shall apply only to Game Act 111 unit work performed on the effective date of this Agreement by officers of this unit represented by AFSCME in the Game Commission.

Section 2. a. Except as provided in Section 8, the Employer shall not contract/assign Game Act 111 unit work included within the scope of Section 1 to independent contractors, consultants or other non-Game Act 111 unit state employees where (1) such contract/assignment would result in the layoff or downgrading of an officer, or (2) such contract/assignment would prevent the return to work of an available, competent officer, or (3) the duration of the work to be performed under the contract/assignment is expected to be more than 12 consecutive months, or (4) the work is performed on an annually recurring basis; except for the reasons set forth in Subsection b.

b. The Employer may contract/assign Game Act 111 unit work described in Subsection a. for any of the following reasons: (1) legitimate operational reasons resulting in reasonable cost savings or improved delivery of service, (2) legitimate operational reasons resulting from technological changes, (3) or where there are insufficient numbers of available, competent officers on layoff on the applicable recall list within the agency to perform the required work.

Section 3. a. Except as provided in Section 8, the Employer shall not contract/assign Game Act 111 unit work included within the scope of Section 1 which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an officer to independent contractors, consultants or other non-Game Act 111 unit state employees, except for the reasons set forth in Subsection b.

b. The Employer may contract/assign Game Act 111 unit work described in Subsection a. for any of the following reasons: (1) legitimate operational reasons resulting in reasonable cost savings or improved delivery of service, (2) legitimate operational reasons resulting from technological changes, (3) or where there are insufficient numbers of available, competent officers on layoff on the applicable recall list within the agency to perform the required work.

Section 4 The Employer shall provide the union with as much advanced notice as possible of a proposed contract/assignment of Game Act 111 unit work included within the scope of Section 1 which meets the conditions set forth in Sections 2a. and 3a.

Section 5. At each site where a proposed contract/assignment of Game Act 111 unit work is to occur and provided the work is included within the scope of Section 1 and meets the conditions set forth in Sections 2a. and 3a., local labor/management committees shall meet and discuss over the reasons for the contract/assignment. At this meeting the Employer shall provide to the union all information it has to support a claim of (a) reasonable cost saving or improved service, (b) of legitimate operational reasons resulting from technological changes, (c) that there are insufficient numbers of available, competent officers on layoff on the applicable recall list within the agency to perform the required work, or (d) that the duration of the contract/assignment is not expected to exceed 12 consecutive months duration. The Union shall have the opportunity to provide alternative methods to attaining the Employer's desired result. In the event that the parties at the local level are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of Council 13, the Agency and the Office of Administration. Should the parties be unable to resolve the issue, the Union shall notify the Office of Administration in writing of its intent to submit the matter to the grievance procedure.

Section 6. The Employer and the Union agree to meet and discuss, on an ongoing basis, at the statewide or agency level to develop a list of contract/assignment exemptions from the provisions of Sections 1 through 5 of this Article. Examples of criteria to be used by the parties for developing the list of exemptions are: duration of the project; total cost of the contract; availability of the necessary skills and/or equipment within the agency's existing resources; ability to complete the project with the agency's workforce within the required time frames.

Section 7. The Employer agrees to meet and discuss regarding any contract/assignment involving work of the type traditionally performed by officers covered by this Agreement, but excluded by Section 1 of this Article, upon request of the Union and presentation by the Union of an alternative which may result in reasonable cost savings or improved delivery of service.

Section 8. This Agreement will not be construed so as to prevent managerial, supervisory or other non-Game Act 111 unit state employees from performing Game Act 111 unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the Employer or maintain the Employer's standard of service.

Section 9. The Employer and the Union acknowledge the above represents the results of negotiations conducted under and in accordance with Act 111 and constitutes the full and complete understanding regarding the issues of contracting out and transfer of bargaining unit work.

ARTICLE 38 LEAVE DONATION PROGRAM

Section 1. Effective January 1, 2004, 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 14, Section 6.

Section 2. Recipients

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

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

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 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 11, Section 6.

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

ARTICLE 39 TERMINATION

This Agreement shall be effective July 1, 2003 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. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under Act 111.

**COMMONWEALTH OF
PENNSYLVANIA**



John Bsteley, Chief of Staff
Governor's Office

**AFSCME, COUNCIL 13
PENNSYLVANIA GAME
COMMISSION ACT 111 UNIT**



David Fillman, Executive Director
AFSCME Council 13

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COMMONWEALTH OF PENNSYLVANIA
40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE
EFFECTIVE JULY 1, 2002
SCHEDULE Y

Game Conservation Officer
Pay Range 1

Longevity Level		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
8	Hourly	16.73	17.09	17.45	17.85	18.27	18.66	19.10	19.53
	Biweekly	1,338.40	1,367.20	1,396.00	1,428.00	1,461.60	1,492.80	1,528.00	1,562.40
	Annual*	34,908	35,657	36,408	37,242	38,118	38,932	39,880	40,747
9	Hourly								19.94
	Biweekly								1,595.20
	Annual*								41,603
10	Hourly								20.39
	Biweekly								1,631.20
	Annual*								42,542
11	Hourly								20.84
	Biweekly								1,667.20
	Annual*								43,481
12	Hourly								21.33
	Biweekly								1,706.40
	Annual*								44,503
13	Hourly								21.79
	Biweekly								1,743.20
	Annual*								45,463
14	Hourly								22.27
	Biweekly								1,781.60
	Annual*								46,464
15	Hourly								22.78
	Biweekly								1,822.40
	Annual*								47,528
16	Hourly								23.30
	Biweekly								1,864.00
	Annual*								48,613
17	Hourly								23.81
	Biweekly								1,904.80
	Annual*								49,677
18	Hourly								24.34
	Biweekly								1,947.20
	Annual*								50,783
19	Hourly								24.87
	Biweekly								1,989.60
	Annual*								51,889
20	Hourly								25.42
	Biweekly								2,033.60
	Annual*								53,036
21	Hourly								26.00
	Biweekly								2,080.00
	Annual*								54,246
22	Hourly								26.57
	Biweekly								2,125.60
	Annual*								55,436

COMMONWEALTH OF PENNSYLVANIA
40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE
EFFECTIVE JULY 1, 2002
SCHEDULE Y

Game Land Management Group Supervisor
Pay Range 2

Longevity Level		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
8	Hourly	17.85	18.27	18.66	19.10	19.53	19.94	20.39	20.84
	Biweekly	1,428.00	1,461.60	1,492.80	1,528.00	1,562.40	1,595.20	1,631.20	1,667.20
	Annual*	37,242	38,119	38,932	39,850	40,747	41,803	42,542	43,481
9	Hourly								21.33
	Biweekly								1,706.40
	Annual*								44,503
10	Hourly								21.79
	Biweekly								1,743.20
	Annual*								45,463
11	Hourly								22.27
	Biweekly								1,781.60
	Annual*								46,464
12	Hourly								22.75
	Biweekly								1,822.40
	Annual*								47,528
13	Hourly								23.30
	Biweekly								1,884.00
	Annual*								48,913
14	Hourly								23.81
	Biweekly								1,904.80
	Annual*								49,677
15	Hourly								24.34
	Biweekly								1,947.20
	Annual*								50,783
16	Hourly								24.87
	Biweekly								1,989.60
	Annual*								51,889
17	Hourly								25.42
	Biweekly								2,033.60
	Annual*								53,036
18	Hourly								26.00
	Biweekly								2,080.00
	Annual*								54,248
19	Hourly								26.57
	Biweekly								2,125.60
	Annual*								55,438
20	Hourly								27.15
	Biweekly								2,174.40
	Annual*								56,708
21	Hourly								27.75
	Biweekly								2,226.80
	Annual*								57,918
22	Hourly								28.36
	Biweekly								2,271.20
	Annual*								59,233

**Game Conservation Officer Supervisor
Wildlife Conservation Officer Training Coordinator
Pay Range 3**

[illegible]

COMMONWEALTH OF PENNSYLVANIA
40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE
EFFECTIVE JULY 1, 2002
SCHEDULE Y

Wildlife Conservation Officer Law Enforcement Coordinator
Pay Range 4

Years of Service	Longevity Level		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
		Hourly	21.33	21.79	22.27	22.78	23.30	23.81	24.34	24.87
	8	Biweekly	1,708.40	1,743.20	1,781.60	1,822.40	1,864.00	1,904.80	1,947.20	1,989.60
		Annual*	44,503	45,483	46,484	47,528	48,613	49,877	50,783	51,889
	9	Hourly								25.42
		Biweekly								2,033.60
		Annual*								53,036
	10	Hourly								26.00
		Biweekly								2,080.00
		Annual*								54,248
	11	Hourly								26.57
		Biweekly								2,125.60
		Annual*								55,438
	12	Hourly								27.18
		Biweekly								2,174.40
		Annual*								56,708
	13	Hourly								27.76
		Biweekly								2,220.80
		Annual*								57,918
	14	Hourly								28.38
		Biweekly								2,271.20
		Annual*								59,233
	15	Hourly								29.02
		Biweekly								2,321.60
		Annual*								60,547
	16	Hourly								29.67
		Biweekly								2,373.60
		Annual*								61,903
	17	Hourly								30.32
		Biweekly								2,425.60
		Annual*								63,260
	18	Hourly								30.98
		Biweekly								2,478.40
		Annual*								64,837
	19	Hourly								31.69
		Biweekly								2,535.20
		Annual*								66,118
	20	Hourly								32.41
		Biweekly								2,592.80
		Annual*								67,620
	21	Hourly								33.11
		Biweekly								2,648.80
		Annual*								69,081
	22	Hourly								33.85
		Biweekly								2,708.00
		Annual*								70,829

COMMONWEALTH OF PENNSYLVANIA
40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE
EFFECTIVE JULY 1, 2005
SCHEDULE Y

Game Conservation Officer
Pay Range 1

Longevity Level		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
8	Hourly	17.23	17.60	17.97	18.39	18.82	19.22	19.67	20.12
	Biweekly	1,378.40	1,408.00	1,437.60	1,471.20	1,505.60	1,537.60	1,573.60	1,609.60
	Annual*	35,949	36,721	37,493	38,369	39,266	40,101	41,039	41,975
9	Hourly								20.54
	Biweekly								1,643.20
	Annual*								42,855
10	Hourly								21.00
	Biweekly								1,680.00
	Annual*								43,814
11	Hourly								21.47
	Biweekly								1,717.60
	Annual*								44,795
12	Hourly								21.97
	Biweekly								1,757.60
	Annual*								45,836
13	Hourly								22.44
	Biweekly								1,795.20
	Annual*								46,819
14	Hourly								22.94
	Biweekly								1,835.20
	Annual*								47,862
15	Hourly								23.48
	Biweekly								1,876.80
	Annual*								48,947
16	Hourly								24.00
	Biweekly								1,920.00
	Annual*								50,074
17	Hourly								24.52
	Biweekly								1,961.60
	Annual*								51,156
18	Hourly								25.07
	Biweekly								2,005.60
	Annual*								52,306
19	Hourly								25.62
	Biweekly								2,049.60
	Annual*								53,454
20	Hourly								26.18
	Biweekly								2,094.40
	Annual*								54,622
21	Hourly								26.78
	Biweekly								2,142.40
	Annual*								55,874
22	Hourly								27.37
	Biweekly								2,189.60
	Annual*								57,105

COMMONWEALTH OF PENNSYLVANIA
40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE
EFFECTIVE JULY 1, 2005
SCHEDULE Y

Game Land Management Group Supervisor
Pay Range 2

Longevity Level		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
8	Hourly	15.39	16.82	19.22	19.67	20.12	20.54	21.00	21.47
	Biweekly	1,471.20	1,505.60	1,537.60	1,573.60	1,608.60	1,643.20	1,680.00	1,717.60
	Annual*	34,368	36,288	40,101	41,039	41,978	42,855	43,814	44,795
9	Hourly								21.87
	Biweekly								1,757.60
	Annual*								45,838
10	Hourly								22.44
	Biweekly								1,785.20
	Annual*								46,819
11	Hourly								22.84
	Biweekly								1,835.20
	Annual*								47,882
12	Hourly								23.46
	Biweekly								1,876.60
	Annual*								48,947
13	Hourly								24.00
	Biweekly								1,828.00
	Annual*								50,074
14	Hourly								24.52
	Biweekly								1,961.60
	Annual*								51,159
15	Hourly								25.07
	Biweekly								2,005.60
	Annual*								52,308
16	Hourly								25.62
	Biweekly								2,049.60
	Annual*								53,454
17	Hourly								26.18
	Biweekly								2,694.40
	Annual*								54,822
18	Hourly								26.78
	Biweekly								2,142.40
	Annual*								55,874
19	Hourly								27.37
	Biweekly								2,189.60
	Annual*								57,105
20	Hourly								28.00
	Biweekly								2,248.00
	Annual*								58,419
21	Hourly								28.59
	Biweekly								2,287.20
	Annual*								59,850
22	Hourly								29.24
	Biweekly								2,338.20
	Annual*								61,008

COMMONWEALTH OF PENNSYLVANIA
40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE
EFFECTIVE JULY 1, 2005
SCHEDULE Y

Game Conservation Officer Supervisor
Wildlife Conservation Officer Training Coordinator
Pay Range 3

Longevity Level		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
	Hourly	20.12	20.54	21.00	21.47	21.97	22.44	22.94	23.46
8	Biweekly	1,609.60	1,643.20	1,680.00	1,717.60	1,757.60	1,795.20	1,836.20	1,876.80
	Annual*	41,978	42,855	43,814	44,795	45,838	46,819	47,862	48,947
	Hourly								24.00
9	Biweekly								1,920.00
	Annual*								50,874
	Hourly								24.52
10	Biweekly								1,961.80
	Annual*								51,158
	Hourly								25.07
11	Biweekly								2,005.80
	Annual*								52,308
	Hourly								25.62
12	Biweekly								2,049.80
	Annual*								53,454
	Hourly								26.16
13	Biweekly								2,094.40
	Annual*								54,822
	Hourly								26.76
14	Biweekly								2,142.40
	Annual*								55,874
	Hourly								27.37
15	Biweekly								2,189.80
	Annual*								57,105
	Hourly								28.00
16	Biweekly								2,240.00
	Annual*								58,419
	Hourly								28.59
17	Biweekly								2,287.20
	Annual*								59,850
	Hourly								29.24
18	Biweekly								2,338.20
	Annual*								61,006
	Hourly								29.89
19	Biweekly								2,381.20
	Annual*								62,362
	Hourly								30.56
20	Biweekly								2,444.80
	Annual*								63,768
	Hourly								31.23
21	Biweekly								2,498.40
	Annual*								65,158
	Hourly								31.91
22	Biweekly								2,552.80
	Annual*								66,577

COMMONWEALTH OF PENNSYLVANIA
40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE
EFFECTIVE JULY 1, 2005
SCHEDULE Y

Wildlife Conservation Officer Law Enforcement Coordinator
Pay Range 4

Longevity Level		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
	Hourly	21.97	22.44	22.94	23.48	24.00	24.52	25.07	25.62
8	Biweekly	1,757.60	1,795.20	1,835.20	1,876.80	1,920.00	1,961.60	2,005.60	2,048.60
	Annual*	46,838	46,819	47,862	48,947	50,074	51,159	52,306	53,454
	Hourly								26.18
9	Biweekly								2,084.40
	Annual*								54,822
	Hourly								26.78
10	Biweekly								2,142.40
	Annual*								55,874
	Hourly								27.37
11	Biweekly								2,189.60
	Annual*								57,105
	Hourly								28.00
12	Biweekly								2,240.00
	Annual*								58,419
	Hourly								28.58
13	Biweekly								2,287.20
	Annual*								59,850
	Hourly								29.24
14	Biweekly								2,338.20
	Annual*								61,008
	Hourly								29.88
15	Biweekly								2,381.20
	Annual*								62,382
	Hourly								30.56
16	Biweekly								2,444.80
	Annual*								63,780
	Hourly								31.23
17	Biweekly								2,495.40
	Annual*								65,158
	Hourly								31.81
18	Biweekly								2,552.60
	Annual*								66,577
	Hourly								32.64
19	Biweekly								2,611.20
	Annual*								68,100
	Hourly								33.38
20	Biweekly								2,673.40
	Annual*								69,844
	Hourly								34.10
21	Biweekly								2,728.00
	Annual*								71,148
	Hourly								34.87
22	Biweekly								2,789.60
	Annual*								72,753

COMMONWEALTH OF PENNSYLVANIA
40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE
EFFECTIVE JANUARY 1, 2007
SCHEDULE Y

Game Conservation Officer
Pay Range 1

Longevity Level		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
5	Hourly	17.83	18.22	18.60	19.03	19.48	19.89	20.36	20.82
	Biweekly	1,426.40	1,457.60	1,488.00	1,522.40	1,558.40	1,591.20	1,628.80	1,666.60
	Annual*	37,201	38,014	38,807	39,704	40,643	41,498	42,479	43,439
6	Hourly								21.26
	Biweekly								1,700.80
	Annual*								44,357
10	Hourly								21.74
	Biweekly								1,739.20
	Annual*								45,356
11	Hourly								22.22
	Biweekly								1,777.60
	Annual*								46,360
12	Hourly								22.74
	Biweekly								1,819.20
	Annual*								47,445
13	Hourly								23.23
	Biweekly								1,858.40
	Annual*								48,467
14	Hourly								23.74
	Biweekly								1,899.20
	Annual*								49,531
15	Hourly								24.28
	Biweekly								1,942.40
	Annual*								50,658
16	Hourly								24.84
	Biweekly								1,987.20
	Annual*								51,826
17	Hourly								25.38
	Biweekly								2,030.40
	Annual*								52,953
18	Hourly								25.95
	Biweekly								2,076.00
	Annual*								54,142
19	Hourly								26.52
	Biweekly								2,121.60
	Annual*								55,331
20	Hourly								27.10
	Biweekly								2,168.00
	Annual*								56,541
21	Hourly								27.72
	Biweekly								2,217.60
	Annual*								57,835
22	Hourly								28.33
	Biweekly								2,266.40
	Annual*								59,108

COMMONWEALTH OF PENNSYLVANIA
40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE
EFFECTIVE JANUARY 1, 2007
SCHEDULE Y

Game Land Management Group Supervisor
Pay Range 2

Longevity Level		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
8	Hourly	19.03	19.48	19.89	20.36	20.82	21.26	21.74	22.22
	Biweekly	1,522.40	1,555.40	1,591.20	1,628.80	1,665.60	1,700.80	1,739.20	1,777.60
	Annual*	39,704	40,843	41,488	42,479	43,439	44,357	45,355	46,260
9	Hourly								22.74
	Biweekly								1,819.20
	Annual*								47,445
10	Hourly								23.23
	Biweekly								1,858.40
	Annual*								48,487
11	Hourly								23.74
	Biweekly								1,899.20
	Annual*								49,531
12	Hourly								24.28
	Biweekly								1,942.40
	Annual*								50,658
13	Hourly								24.84
	Biweekly								1,987.20
	Annual*								51,829
14	Hourly								25.38
	Biweekly								2,030.40
	Annual*								52,953
15	Hourly								25.95
	Biweekly								2,078.00
	Annual*								54,142
16	Hourly								26.52
	Biweekly								2,121.60
	Annual*								55,331
17	Hourly								27.10
	Biweekly								2,165.00
	Annual*								56,541
18	Hourly								27.72
	Biweekly								2,217.60
	Annual*								57,835
19	Hourly								28.33
	Biweekly								2,266.40
	Annual*								59,108
20	Hourly								28.95
	Biweekly								2,315.40
	Annual*								60,464
21	Hourly								29.59
	Biweekly								2,367.20
	Annual*								61,737
22	Hourly								30.26
	Biweekly								2,423.80
	Annual*								63,134

COMMONWEALTH OF PENNSYLVANIA
40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE
EFFECTIVE JANUARY 1, 2007
SCHEDULE Y

Game Conservation Officer Supervisor
Wildlife Conservation Officer Training Coordinator
Pay Range 3

Years of Service	Longevity Level	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
	Hourly	20.82	21.26	21.74	22.22	22.74	23.23	23.74	24.26
	Biweekly	1,665.60	1,700.80	1,739.20	1,777.60	1,816.20	1,858.40	1,899.20	1,942.40
	Annual*	43,439	44,357	45,358	46,360	47,445	48,467	49,531	50,658
	Hourly								24.64
	Biweekly								1,987.20
	Annual*								51,828
	Hourly								25.36
	Biweekly								2,030.40
	Annual*								52,853
	Hourly								25.95
	Biweekly								2,076.00
	Annual*								54,142
	Hourly								26.52
	Biweekly								2,121.60
	Annual*								55,331
	Hourly								27.10
	Biweekly								2,168.00
	Annual*								56,541
	Hourly								27.72
	Biweekly								2,217.60
	Annual*								57,835
	Hourly								28.33
	Biweekly								2,266.40
	Annual*								59,108
	Hourly								28.96
	Biweekly								2,318.40
	Annual*								60,484
	Hourly								29.59
	Biweekly								2,367.20
	Annual*								61,737
	Hourly								30.26
	Biweekly								2,420.80
	Annual*								63,134
	Hourly								30.94
	Biweekly								2,475.20
	Annual*								64,553
	Hourly								31.63
	Biweekly								2,530.40
	Annual*								65,983
	Hourly								32.32
	Biweekly								2,585.60
	Annual*								67,432
	Hourly								33.03
	Biweekly								2,642.40
	Annual*								68,914

COMMONWEALTH OF PENNSYLVANIA
40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE
EFFECTIVE JANUARY 1, 2007
SCHEDULE Y

Wildlife Conservation Officer Law Enforcement Coordinator
Pay Range 4

Years of Service	Longevity Level		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
		Hourly	22.74	23.23	23.74	24.28	24.84	25.38	25.95	26.52
	8	Biweekly	1,819.20	1,858.40	1,899.20	1,942.40	1,987.20	2,030.40	2,076.00	2,121.60
		Annual*	47,445	48,467	49,531	50,656	51,828	52,963	54,142	55,321
	9	Hourly								27.10
		Biweekly								2,188.00
		Annual*								56,541
	10	Hourly								27.72
		Biweekly								2,217.60
		Annual*								57,835
	11	Hourly								28.33
		Biweekly								2,288.40
		Annual*								59,108
	12	Hourly								28.95
		Biweekly								2,318.40
		Annual*								60,484
	13	Hourly								29.59
		Biweekly								2,387.20
		Annual*								61,737
	14	Hourly								30.26
		Biweekly								2,420.80
		Annual*								63,134
	15	Hourly								30.94
		Biweekly								2,475.20
		Annual*								64,553
	16	Hourly								31.63
		Biweekly								2,530.40
		Annual*								65,993
	17	Hourly								32.32
		Biweekly								2,585.60
		Annual*								67,432
	18	Hourly								33.03
		Biweekly								2,642.40
		Annual*								68,914
	19	Hourly								33.75
		Biweekly								2,702.40
		Annual*								70,479
	20	Hourly								34.55
		Biweekly								2,764.00
		Annual*								72,085
	21	Hourly								35.29
		Biweekly								2,823.20
		Annual*								73,829
	22	Hourly								36.08
		Biweekly								2,887.20
		Annual*								75,298

APPENDIX D
ORGANIZATIONAL SENIORITY UNITS
GAME ACT 111 BARGAINING UNIT

Furloughs:

Statewide Seniority Unit

APPENDIX E
RULES OF THE ACCELERATED GRIEVANCE PROCEDURE

RULE 1

JOINT AREA COMMITTEES AND THE JOINT PENNSYLVANIA STATE COMMITTEE

Section 1. - Function - Joint Area Committees

It shall be the sole purpose of the Joint Area Committees to hear unresolved grievances from Step 1. The Joint Area Committees shall have the authority to render final and binding decisions on all grievances properly brought before them.

Section 2. - Composition

All Joint Area Committees shall be made up of an equal number of representatives selected by the respective parties, with half being designated by the Union, and half designated by the Commonwealth - from persons not directly involved in the case. Each Committee Panel will consist of a total of six (6) members, as agreed between the parties. 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.

Section 3. - Jurisdiction

The parties agree to establish Regional Joint Area Committees (East and West) comprised of the following Agencies:

COMMITTEE

Transportation
Labor & Industry
Health
Revenue
State Police
Insurance
Community Affairs
State
PHRC
PEMA
Fish Commission
Game Commission
Agriculture
Public Utility Comm.
Environmental Protection

COMMITTEE

Public Welfare
Military Affairs
Executive Offices
Banking
Education
General Services
Aging
Commerce
Historical & Museum
Probation & Parole
Governor's Office
Mun. Ret. System
St. Em. Ret. System
PSERS
Milk Marketing Bd.

Conservation and Natural
Resources
Securities Comm.

Corrections

RULE 2 JOINT COMMITTEE MEETINGS

Section 1. - Time and Place

The Joint Area Committees shall meet on a monthly basis. Said meeting shall begin at 8:00 a.m. on each scheduled meeting date.

Meeting locations - Six (6) locations shall be chosen by the employer and six (6) locations chosen the by Union for each of the Joint Area Committees.

The time and place of any meeting may be changed by mutual agreement of the Parties.

Section 2. - Meeting Dockets

A docket indicating the cases scheduled to be heard at each Joint Area Committee meeting will be furnished by the Office of Administration (Bureau of Labor Relations) at least ten (10) days prior to the date of each meeting. Copies are to be provided to the affected Commonwealth Agencies (Divisions of Labor Relations) and Council 13 AFSCME (Grievance Department, 4031 Executive Park Drive, Harrisburg, PA 17111-1599).

Once the docket has been prepared 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 Union and the Co-Chairperson of the Commonwealth mutually agree that a case may be heard by the Joint Area Committee on short notice, then such case will be placed on a supplemental docket prior to the Joint Area Committee meeting.

A discharged officer, or officers in cases of conflicting seniority claims, shall be notified within a reasonable time prior to the hearing by the party filing the grievance of the time and place of the grievance meeting, and of the officer's rights, including the right to be present at such hearing. In the event the Union or Commonwealth does not give notice to the officer, the Committee nevertheless, may in its discretion hear and decide the case.

RULE 3 PROCEDURE ON GRIEVANCES

Section 1. - Filing of Grievances

The grievance shall be reduced to writing by the union. Copies of the grievance shall be

submitted to the Office of Administration (Bureau of Labor Relations, 404 Finance Building, Harrisburg, PA 17120), with copies to the affected Commonwealth Agency (Division of Labor Relations).

Section 2. - Selection of Panel

The Union and the Commonwealth will select their respective Co-Chairpersons. The position of Acting Chairperson for each Joint Area 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, and at all times shall consist of an equal number of Commonwealth and Union representatives. The parties agree that the panel will consist of six (6) members, three (3) designated by each side. It is further agreed and understood between the parties, that either party may request to increase or decrease the size of the Committee for a specific case.

In the event any case on the docket affects the District Council or 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 designate another member of his/her group to the Committee to hear that particular case.

No representative of either side, who participated in the prior hearing of the case at the Area Committee Level as a presenter or panel member, shall be permitted to act as a member of the panel hearing the case at Step 3.

Section 3. - Settlements

If a case, after being placed on the respective Joint Area Committee's docket for a particular meeting, is settled by the parties involved, each party shall inform the co-chairpersons of the Joint Area 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 a Joint Area 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 Joint Area Committee.

Section 5. - Default

In the event either party in a dispute fails to appear before the Joint Area Committee, or State Committee, or a panel thereof, without an authorized postponement, the Joint Area Committee or State 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 the case is called, that case will be placed at 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 JOINT AREA COMMITTEE

Section 1. - Rules

The operation of the Committees 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 Joint Area Committee provided; however, both the Union 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 Joint Area 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 Joint Area Committee or State Committee for which it has been docketed. All other cases will be heard by the Joint Area Committee or State 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."

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 (EXCLUDING HOLIDAYS AND SATURDAYS/SUNDAYS) PRIOR TO THE SCHEDULED MEETING OF THE JOINT AREA COMMITTEE OR STATE 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 Joint 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 Joint 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 Union will present its evidence first. Each party shall declare, prior to the presentation of its case, whether there will be a 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 Joint Area 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 to writing and provided to the parties in a manner agreed upon by the Joint Area 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. Summaries

The Commonwealth co-chair of the Joint Area Committee shall prepare written summaries for each committee meeting, briefly outlining the facts and the decision reached by the committee in each case heard. Copies of all such summaries shall be provided to the Union (AFSCME, Council 13, 4031 Executive Park Drive, Harrisburg, PA 17111-1599).

RULE 5 JOINT PENNSYLVANIA STATE COMMITTEE (JPSC)

Section 1. - Function

The Joint Pennsylvania State Committee shall hear at Step 3, all cases referred to it from

Step 2. This Committee shall operate under the same Rules of Procedure that govern the Joint Area Committees.

Section 2. - Minutes

The Commonwealth co-chair 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 Union (AFSCME Council 13, 4031 Executive Park Drive, Harrisburg, PA 17111-1599). The Office of Administration will provide copies of these documents to all Commonwealth Agencies (Divisions of Labor Relations) participating in the AGP. Minutes for the Joint State Committee will be approved at the next meeting of the Committee and will form the official record of the Committee action.

Meetings

Frequency of meetings and their location shall be determined by AFSCME Council 13 and the Office of Administration, Bureau of Labor Relations representatives.