

COMMONWEALTH OF PENNSYLVANIA

AND

PENNSYLVANIA STATE CORRECTIONS OFFICERS ASSOCIATION

Effective July 1, 2020 to June 30, 2021

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## PREAMBLE

This Agreement entered into by the Pennsylvania State Corrections Officers Association, hereinafter referred to as the Association, and the Commonwealth of Pennsylvania, hereinafter referred to as the Employer, has as its purpose the promotion of harmonious relations between the Association and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1 RECOGNITION

Section 1. The Pennsylvania State Corrections Officers Association is recognized as the exclusive representative for collective bargaining purposes for employees within the classifications included under the following certification of the Pennsylvania Labor Relations Board, more specifically referred to as PERA-R-01-153-E, Correction Officers and Forensic Security Employees.

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

## ARTICLE 2 MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this 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  
ASSOCIATION SECURITY

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

a. The employee shall send a certified letter, return receipt requested, of resignation to the headquarters of the Pennsylvania State Corrections Officers Association and a copy of the letter to the employee'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 employee is resigning membership in the Association and where applicable is revoking check-off authorization.

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

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

ARTICLE 4  
DUES DEDUCTION

Section 1. The Employer agrees to deduct the Association biweekly membership dues and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. The rate at which dues are to be deducted and the amount of the annual assessment shall be certified to the Employer by the Association, and the Employer shall deduct Association dues at this rate from members' regular biweekly salary and wages (including retroactive salary/wage payments and lump sum payments made pursuant to Article 17, Salaries and Wages but excludes premium or supplemental payments such as overtime, shift differential, higher class pay etc.). The aggregate deductions of all employees shall be remitted together with an itemized statement to the Association by the last day of the succeeding month, after such deductions are made. This authorization shall be irrevocable by the employee during the term of this Agreement. When revoked by the employee in accordance with Article 3, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Agreement.

Section 2. The employee's written authorization for dues payroll deductions shall contain the employee's name, employee number, agency in which employed, work location (institution/boot camp or corrections community center), Association name and local.

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

Section 4. The dues deduction provisions of this Article shall continue to pertain and be complied with by the Employer when any employee is transferred from one position to another position covered by this Agreement. Dues deductions will be resumed for employees upon their return from a leave of absence without pay or recall from furlough.

Section 5. The Employer shall provide the Association, on a monthly basis, a list of all employees in the bargaining unit represented by the Association. This list shall contain the employee's name, social security number, address, agency in which employed, class code, work location (institution/boot camp or corrections community center), employee number and whether the employee is a member or non-member.

Upon written request of the Association, the Employer shall provide the Association on a semi-annual basis with a list of all current bargaining unit members with their date of birth and most recent date of hire. On a monthly basis, the Employer shall provide a list of all employees who have been hired, with their date of birth and most recent date of hire, and a list of all employees who have left the bargaining unit with the date the employee left.

Section 6. The Association shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

## ARTICLE 5 CREDIT UNION

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

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

Section 3. a. The Employer shall establish rules, procedures and forms which it deems necessary to extend payroll deductions for credit union purposes.

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

Section 4. The Association 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. All employees shall have a work schedule consisting of any ten days within a consecutive 14 calendar day period.

Section 2. The work day shall consist of any 24 hours in a pre-established work schedule beginning with the scheduled reporting time for the employee's shift.

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

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

Section 5. Work schedules showing the employees' shifts, work days, and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted two weeks in advance. Where changes are to be made by the Employer for other than emergency reasons, or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Association prior to the implementation of such changes or schedules.

In addition to the above, the employer may, with at least two weeks' notice, modify the work schedule of bargaining unit members twice during each calendar year in order to provide block training during the day shift. Additional modification of schedules for block training on the day shift shall only be permitted for emergency reasons.

Section 6. The provisions of Sections 1 through 5 shall not be applicable to part-time Corrections Community Center Monitors. Part-time Corrections Community Center Monitors will continue their hours of work in accordance with past practices, unless changed by the Employer under the terms of Article 2 of this Agreement.

## ARTICLE 7 MEAL PERIODS

Section 1. All employees shall be granted a meal period during each shift, which period shall fall within the third to fifth hours of their work day unless otherwise approved by the Employer or unless emergencies require a variance.

Section 2. If employees of the Department of Human Services Regional Forensic Units are required to work more than two hours beyond their regular quitting time, they will be allowed a

meal period at the end of the initial two-hour period or sooner. In addition, the employee will be allowed a meal period for each four hours worked beyond each meal period. For employees who work more than two hours after their scheduled quitting time and have not had notice of such work requirement at least two hours before commencement of their regular shift, the Employer shall compensate the employee for a meal in an amount actually expended and not to exceed \$8.00.

Section 3. Past practices relating to meal periods including one meal per shift and the providing of meals during such meal periods to employees in the Department of Corrections shall continue. All H-1 bargaining unit employees in the Department of Corrections will have meal periods included as hours worked.

Section 4. The Employer agrees to reimburse all employees \$8.00 for all meals missed as a result of community assignments.

## ARTICLE 8 EATING AND SANITARY FACILITIES

Section 1. The Employer shall provide adequate eating space and sanitary facilities at all permanent locations, which shall be properly heated and ventilated.

Food provided to the bargaining unit shall be fresh and edible.

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

Section 3. Additional vending machines for snacks, sandwiches and beverages may be installed in all work locations when feasible, providing that existing vendor contracts permit the installation of additional vending machines and that arrangements can be made to do so at no cost to the Employer.

Section 4. The Department of Corrections agrees to meet and discuss with the Association at institutional/boot camp or agency levels, upon request, for the purpose of determining the allocation of vending machine profits.

Section 5. The Employer shall furnish showers for all employees in institutions/boot camps operated by the Department of Corrections and the Department of Human Services.

## ARTICLE 9 HOLIDAYS

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

1. New Year's Day - January 1
2. Martin Luther King Jr.'s Birthday - 3rd Monday in January
3. Presidents' Day - 3rd Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - July 4
6. Labor Day - 1st Monday in September
7. Columbus Day - 2nd Monday in October
8. Veterans' Day - November 11
9. Thanksgiving Day - 4th Thursday in November
10. Day After Thanksgiving
11. Christmas Day - December 25

The holiday shall be deemed to fall on the day on which the holiday occurs. However, those bargaining unit members assigned to a Monday through Friday schedule shall have all contractual holidays falling on a weekend observed on either the Friday before the holiday, or the Monday following the holiday. Holidays occurring on a Saturday will be observed on Friday and Holidays occurring on a Sunday will be observed on Monday.

Section 2. A permanent full-time employee shall be paid for any holiday listed in Section 1 of this Article, provided the employee was scheduled to work on that day and if the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent thereto.

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

Section 3. Permanent full-time employees shall be guaranteed the same number of days off with pay equal to the number of paid holidays outlined in Section 1 above.

Section 4. If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Article, the employee shall be compensated at one and one-half times the employee's hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 2 above. Paid time off for time worked outside of the employee's regularly scheduled shift shall not be in lieu of such holiday pay. If a written request is received prior to or within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee, prior to the holiday or within the 120-calendar day period succeeding the holiday. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time prior to the

completion of the 120-calendar day period succeeding the holiday, the employee shall be compensated at the employee's regular rate of pay in lieu of such paid time off.

Section 5. A permanent employee separated from the service of the Employer for any reason prior to taking paid time off earned by working a holiday listed in Section 1, shall be compensated in lump sum for any unused paid time off the employee has accumulated up to the time of separation.

Section 6. Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all permanent employees who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift if a full holiday is declared, or up to a pro rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the employees their regular hourly rate of pay in lieu of such equivalent time off with pay.

Section 7. Whenever the Employer determines that staffing requirements prevent granting paid leave in lieu of a holiday which occurs on an employee's scheduled day off or prevent the granting of paid leave earned by an employee by working on a holiday listed in Section 1, or if the employee consents, upon request, to forego the day of paid leave, the employee shall be given an additional day's pay in lieu of a day of paid leave.

Section 8. Past practices at each institution/boot camp in the Department of Corrections concerning the granting of compensatory time off earned as a result of working a holiday shall continue.

Section 9. When an employee's work shift overlaps the calendar day, the first shift of the employee in which 50% or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end 24 hours after the commencement of that shift.

Section 10. Permanent part-time employees shall receive holidays on a pro rata basis. Employees, at the option of the Employer, shall receive either pro-rated paid leave or shall be paid at their regular hourly rate of pay in lieu of such paid leave.

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

Section 11. In no event shall an employee be entitled to duplicate holiday payment. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 1 of Article 18 of this Agreement.

Section 12. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

Section 13. The provisions of this Article are inapplicable to those employees with a pre-established work schedule which includes paid leave days in lieu of holidays.

ARTICLE 10  
LEAVES

Section 1. Employees will earn combined and sick leave as of their date of hire with the Employer as a percentage of regular hours paid in accordance with Schedule 1 of this Article. Employees shall be eligible to use combined and sick leave after 30 calendar days of service with the Employer. An employee may use sick leave for absences from work due to personal illness for more than five consecutive days or a chronic short or long-term personal illness or disability which mandates a regimented set of treatment which is administered by a licensed health care professional. (Examples for which this type of leave may be used are chemotherapy and kidney dialysis). Employees will be eligible to use sick leave using the following criteria:

- a. 0 to 3 years inclusive of credited Commonwealth service - an employee must be absent due to personal illness for more than five consecutive days, sick leave will be available, beginning with the sixth day of absence, combined leave will be available for the first five days of absence.
- b. Over 3 years through 5 years inclusive of credited Commonwealth service - an employee must be absent due to personal illness for more than five consecutive days, sick leave will be available retroactive to day five. Combined leave will be available for the first four days.
- c. Over 5 years through 8 years inclusive of credited Commonwealth service - an employee must be absent due to personal illness for more than five consecutive days, sick leave will be available retroactive to day four, combined leave will be available for the first three days.
- d. Over 8 years through 11 years inclusive of credited Commonwealth service - an employee must be absent due to personal illness for more than five consecutive days, sick leave will be available retroactive to day three, combined leave will be available for the first two days.
- e. Over 11 years through 15 years inclusive of credited Commonwealth service - an employee must be absent due to personal illness for more than five consecutive days, sick leave will be available retroactive to day two, combined leave will be available for the first day.
- f. Over 15 years of credited Commonwealth service - an employee must be absent due to personal illness for more than five consecutive days, sick leave will be available retroactive to the first days.

- g. Each absence mandated by a regimented set of treatment which is administered by a licensed health care professional due to a chronic short or long-term personal illness or disability.

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

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

Section 2. Employees will be able to use earned combined leave for any reason. All leave will be requested in advance and approved (pre-scheduled) subject to management's responsibility to maintain efficient operations. Emergency requests (non pre-scheduled call offs) for leave will be approved in cases of employee illness, family illness, a stress day or other legitimate reasons. However, excessive requests for non pre-scheduled leave will be treated under the basic concepts of just cause discipline.

Bargaining unit members employed by the Department of Human Services shall be required to notify the employer of the need to utilize an unscheduled absence leave day at least two hours prior to the start of their regularly scheduled shift; provided that in a bona fide emergency, members shall call in as soon as practicable prior to their shift.

Employees will select vacation by classification and shift (unless a local agreement provides otherwise) at each work location. The employee with the greatest Bargaining Unit Seniority shall be given a choice of leave periods in the event of any conflict in the selection. Where reasonable opportunities are available for selection of leaves on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

The selection period for vacations from January 1 to March 31 shall be November and December of the preceding year and the selection period for vacations from April through December shall be January 1 to March 31 unless there are existing or subsequent agreements on the selection period and procedure at appropriate local levels.

Section 3. Combined leave and sick leave pay shall be the employee's regular straight time rate of pay in effect for the employee's regular classification.

Section 4. If a holiday occurs during the work week in which combined leave or sick leave is taken by an employee, the holiday shall not be charged to leave.

Section 5. Employees separated from the service of the Employer for any reason prior to taking their leave shall be compensated in a lump sum for the unused combined leave they have accumulated up to the time of separation.

Section 6. Unused combined 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. However, employees will be permitted to carry over unused combined leave in excess of the 45-day limit into the first

seven pay periods of the next calendar year. Any days carried over in accordance with this Section which are not scheduled and used during the first seven pay periods of the next calendar year will be converted to sick leave, subject to the 300-day limitation contained in Section 13. Scheduling of those days carried over shall be in accordance with Section 2 above. Employees transferring to this bargaining unit will have unused annual and/or personal leave transferred to their combined leave account created by this Article.

Section 7. If an employee is required to return to work after commencement of a pre-scheduled combined leave, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours required to work on the pre-scheduled combined leave day or days. The employee shall be permitted to reschedule such combined leave day or days in accordance with Section 2.

Section 8. The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each year. It is understood that this Section does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

Section 9. Employees on leave without pay to attend official Association meetings or conferences in accordance with Article 15, Section 3 shall have that time included in regular hours paid for purposes of earning combined and sick leave entitlement and credited service under Section 1 above.

Section 10. Permanent employees who have one or more years of service since their last date of hire may anticipate combined and sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employees have been abusing the leave entitlement. Once an employee has used non-prescheduled combined leave in excess of three occurrences in a calendar year, that employee will not be able to anticipate combined and sick leave to which he/she would have become entitled during the then current calendar year unless approved by management. Permanent employees with less than one year of service since their last date of hire may not anticipate combined or sick leave.

Section 11. An employee who is furloughed and is not employed in another position within 14 calendar days of the effective date of furlough will receive a lump sum payment for all earned, unused combined leave unless the employee requests in writing before the end of the 14 calendar days to freeze all earned, unused combined leave.

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

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

Section 12. A doctor's certificate is required for an absence from work due to personal sickness for three or more consecutive days of work or a family illness for three or more consecutive days which requires an employee's absence from work or to document a chronic short or long-term personal illness or disability for which a regimented treatment program which is administered by a licensed health care professional will require absence from the work place. For absences of less than three days, a doctor's certificate or other appropriate documentation for emergency reasons other than sickness, may be required where the Employer has reason to believe that the employee has been abusing the sick leave privilege.

In addition, employees may be required to provide medical documentation of employee illness or family illness or other appropriate documentation for emergency reasons other than sickness, when the Employer has reason to believe that the employee has been abusing the non pre-scheduled leave or when a significant number of employees take such non pre-scheduled leave on the same day at any institution. Failure to provide such documentation will provide just cause for discipline. Family is defined as husband, wife, child, step-child, parent, brother or sister of the employee or child for whom the employee is the legal guardian.

Section 13. Employees may accumulate sick leave up to a maximum of 300 days. Employees transferring to this bargaining unit will have all unused sick leave transferred to the sick leave account created by this Article.

Section 14. a. Employees who retire shall be paid in accordance with Schedule 2 of this Article for their accumulated unused sick leave if they retire under the conditions set forth in Subsection b.

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

- (1) Superannuation retirement with at least five years of credited service in the State and/or Public-School Retirement Systems,
- (2) Disability retirement, which requires at least five 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,
- (4) Death prior to retirement or separation from employment except as provided in Section 15.

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

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

Section 15. When an employee dies as the result of a work-related accident, the Commonwealth will pay 100% of the employee's unused sick leave. Such payments shall not be made for part days of accumulated sick leave.

Section 16. Employees may use up to five days of leave for the death of a spouse, parent, stepparent, child or stepchild and up to three days of 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 employee's household.

All bereavement leave shall be deducted from the sick leave account but shall be noted as bereavement leave in the employee leave records. If sick leave is not available, pre-scheduled combined leave will be granted upon request of the employee.

Employees must submit the name of the deceased and relationship of the deceased to the employee along with a copy of the obituary or death notice in order to be entitled to use bereavement leave.

Section 17. After five years of service, an employee who uses three or less occasions of non pre-scheduled combined leave in a calendar year may elect at the end of the calendar year to sell up to ten days of the employee's combined leave earnings for the calendar year to the Employer. Part days may not be sold. The rate of pay for days sold will be the employee's regular daily rate of pay on December 31 of the year.

Section 18. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

Section 19. Where a family member's serious health condition requires the employee's absence from work beyond 15 days (112.5/120 hours as applicable) in a calendar year, permanent employees with at least one year of service may use accrued sick leave.

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

<b>Leave Service Credit</b>	<b>Sick Family Allowance</b>
Over 1 year to 2 years	Up to 37.5/40 additional hours (5 days)
Over 2 years to 3 years	Up to 75/80 additional hours (10 days)
Over 3 years to 15 years	Up to 112.5/120 additional hours (15 days)
Over 15 years to 25 years	Up to 150/160 additional hours (20 days)
Over 25 years	Up to 195/208 additional hours (26 days)

b. During the initial 15 days (112.5/120 hours) of absence, paid combined leave and/or unpaid leave shall be used. The sick family leave allowance must be used prospectively, and may not be retroactively charged for any of the initial 15 days (112.5/120 hours). A separate 15-day (112.5/120 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 15 days (112.5/120 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 15-day (112.5/120 hour) period and subsequent 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 employee or any other person qualifying as a dependent under IRS eligibility criteria.

Section 20. Effective January 1, 2006, or as soon as practically and legally possible thereafter, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year in which they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Combined Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name. If, however, the total amount of leave payout is \$5,000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

Section 21. Notwithstanding any provision of this agreement, no form of paid leave may be used by an employee to cover an absence in connection with any form of incarceration, including without limitation absences due to house arrest, community service, etc.

SCHEDULE 1  
LEAVE SCHEDULE

	Combined Leave Days/Percentage <u>of Regular Hrs Pd</u>	Sick Leave Days/Percentage <u>of Regular Hrs Pd</u>
Less than 1 year	15/5.77%	2/0.77%
Over 1 year to 2 years inclusive	20/7.70%	3/1.16%
Over 2 yrs to 3 yrs inclusive	20/7.70%	4/1.54%
Over 3 yrs to 4 yrs inclusive	20/7.70%	5/1.93%

Over 4 yrs to 5 yrs inclusive	20/7.70%	6/2.31%
Over 5 yrs to 6 yrs inclusive	20/7.70%	7/2.70%
Over 6 yrs to 7 yrs inclusive	20/7.70%	8/3.08%
Over 7 yrs to 15 yrs inclusive	25/9.62%	8/3.08%
Over 15 yrs to 25 yrs inclusive	30/11.54%	8/3.08%
Over 25 years	35/13.47%	8/3.08%

Combined leave and sick leave will be earned as a percentage of regular hours paid as shown above.

SCHEDULE 2  
SICK LEAVE RETIREMENT BUY-OUT

<u>Days Available at Retirement</u>	<u>Percentage Buy-Out</u>	<u>Maximum Days</u>
0 - 200	40%	80
201 - 300	50%	150
300 + (in last year of employment)	100% of days over 300	8

ARTICLE 11  
STRESS DAY

Section 1. Employees with five or more years of H-1 Bargaining Unit service shall earn one paid stress day per calendar year. Effective January 1, 2018, Employees who have more than one year but less than five years of H-1 Bargaining Unit service since their most recent date of hire, and have no unauthorized absences and no more than two days, or two partial days, of non-prescheduled combined leave in the previous full calendar year, shall earn one paid stress day. This day will not be charged against any form of paid leave. The employee will be entitled to use this day after completing 30 working days in an active pay status in the calendar year.

Section 2. The stress day shall not be carried over to the next calendar year unless the employee has made a reasonable effort to schedule the stress day, i.e. made two requests by

December 1 of the entitlement year, and was denied. That employee may have the first 90 days of the new calendar year to request the stress day. If the stress day is not used in this 90-day period, then the day is lost.

Section 3. The stress day will be granted, upon request, as long as no more than 5% of the employees scheduled on that shift have not called off as a stress day, or as long as no more than 10% of the employees scheduled on that shift have called off. It will be management's responsibility to advise the employee at the time of the stress day call-off that either the 5% or 10% maximum has been reached.

Section 4. When an employee of the Department of Corrections who is scheduled to work on a holiday calls off and reports that absence as the employee's stress day, such notification will be considered the employee's stress day call off. The call off, for pay purposes, will be considered/coded as a holiday. Additionally, the employee will be entitled to eight hours of compensatory leave.

## ARTICLE 12 LEAVES OF ABSENCE

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

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

Section 3. All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing. All other than emergency leave requests for one shift or less, except those made during the selection period, shall be answered, where possible, by the end of the work shift on which the request is made. In no event shall the request be left unanswered 24 hours prior to the requested time. If the request is received less than 24 hours prior to the start of the shift, it will be answered by the beginning of the shift for which the leave was requested.

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 at the discretion of the Employer.

Requests for any type of leave to which an employee is entitled under this Agreement and

which is more than one shift but not more than 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 ten days.

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

Section 5. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

### ARTICLE 13 CIVIL LEAVE

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

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

or

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

If the employee's shift is different than the hours required to attend court, the employee shall be granted civil leave for their regular shift immediately preceding or subsequent to the court appearance.

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

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

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

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

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

Section 4. a. Permanent employees, while performing fire-fighting duties or emergency management rescue work during a fire, flood, hurricane or other disaster may be granted leave with pay. Certified Red Cross disaster relief volunteers may be granted leave with pay to perform disaster relief work for the Red Cross during a state of emergency declared by the Governor.

b. Volunteer participation in fire-fighting activities, civil air patrol activities or emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the agency head. Employees absent from work for reasons under Subsection a. 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 14 MILITARY LEAVE

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

Section 1. Military Reserve

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

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

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

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

Section 2. Pennsylvania National Guard

a. In accordance with the Military Code as amended by Act 92 of 1975, and Act 174

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

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

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

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

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

### Section 3. General

a. Employees of the Commonwealth who leave their jobs for the performance of duty, voluntarily or involuntarily, in any branch of the Armed Forces of the United States, any of its Reserve components or any of its National Guard components, or the commissioned corps of the Public Health Service for the purpose of training or service 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. Employees who are on military leave without pay shall have their duties performed either by remaining employees and their positions kept vacant or by temporary substitutes.

### Section 4. Granting, Duration and Expiration

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

- (1) For all active duty (including full-time National Guard duty)
- (2) For initial active duty for training

- (3) For other active or inactive military training duty. Employees who volunteer for additional duty not required as part of routine training shall provide four weeks' notice if possible to their immediate supervisor prior to the commencement of such duty

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

c. Military leave without pay shall expire:

- (1) For periods of service of more than 180 days, no more than 90 days after the completion of the service
- (2) For periods of service of more than 30 days but less than 181 days, no more than 14 days after the completion of the service
- (3) For periods of service that were less than 31 days, the first full regularly scheduled work period following the period of service or up to eight hours after an opportunity to return from the place of service to the employee's home
- (4) For periods of hospitalization or convalescence from illness or injury incurred during the period of service, up to two years after the period of service or when recovered, whichever occurs sooner
- (5) For circumstances beyond an employee's control, the above periods may be extended upon demonstration of such circumstances

#### Section 5. Re-employment

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

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

#### Section 6. Seniority Rights

An employee who returns to employment at the time of or prior to the expiration of military leave shall be given such status in employment as would have been enjoyed if

employment had been continuous from the time of entrance into the Armed Forces.

Section 7. Retirement Rights

Employees who are granted military leaves may, under conditions provided in the Military Code (51 P.S. 7306) and Chapter 43, Part III of Title 38 United States Code and in accordance with procedures prescribed by the State Employees' Retirement Board and the Public School Employees' Retirement Board, choose either to continue or discontinue making regular payments into their retirement accounts.

Section 8. Loss of Benefits

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

Section 9. Physical Examination

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

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

ARTICLE 15  
LEAVES OF ABSENCE WITHOUT PAY

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

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

The employer agrees to credit full seniority and service credits:

1. For all purposes for all time that a PSCOA Business Agent or Official utilizes Leave Without Pay granted in accordance with this Article. Seniority credit will be calculated in accordance with Article 27, Seniority, Section 1.d.

2. For all Union Business leave utilized by local Union Officials in accordance with this Agreement.

Section 3. Association 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 Association meetings or conferences. Employees may use accrued combined leave for this purpose in lieu of leave without pay.

The following shall be recognized as official Association meetings or conferences:

1. PSCOA State Committee meetings (no more than ten employees per meeting and no more than two per institution); (State Committees: Bid Post, Constitution/By laws, Election, Finance, Grievance, Health and Welfare, Judicial/Ethics, Legislative, Public Relations, Transportation and Uniform);
2. PSCOA State Board meetings (held biannually, President/Vice President from each local);
3. PSCOA Executive Board meeting (held quarterly, no more than eight employees);
4. President's meeting – No more than six meetings annually and no more than two employees per institution;
5. Contract Interpretation Training Sessions held after the negotiation of a new collective bargaining agreement for the purpose of disseminating contract interpretation information to delegates. An employee may be granted leave without pay with seniority credit to attend two contract interpretation sessions during the life of a collective bargaining agreement;
6. Statewide and Regional General Membership Meeting (one per year, no more than three employees per local);
7. PSCOA Training Sessions (one per year per employee);
8. CUSA Corrections Conference (held quarterly);
9. Local Union Meetings – up to two local union officials from DHS and up to three local union officials from DOC (President, Vice President, Secretary, Treasurer), but no more than two from any one shift, will be provided one shift of Union Business leave without pay with seniority credit within a 24-hour period to conduct monthly local union meetings.
10. Eastern and Western Joint Committee pre-meetings – One employee per month per institution provided there are cases to be heard;

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

Section 4. After completing one year of service, an employee may be granted a leave of absence without pay at the sole discretion of the Employer for educational purposes. Such leave

shall not exceed one year and shall not be granted more than once every four years.

Section 5. For the purpose of Section 3 of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## ARTICLE 16 FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

### Section 1. General

a. After completing one year of service, employees shall be granted up to 12 weeks of FMLA leave on a rolling 12 month year basis, provided the employee has worked at least 1250 hours within the 12 months preceding the commencement of the leave. Leave under this Article may be approved on an intermittent, reduced-time basis, or full-time basis.

b. FMLA leave shall be granted for the following reasons: when the illness or disability is due to an employee's serious health condition; when attending to the medical needs of a spouse, parent, son or daughter or other person qualifying as a dependent who has a serious health condition; when becoming parents through childbirth or formal adoption or placement of a child with an employee for foster care; when a qualifying exigency event related to a family member who is a military servicemember occurs or when an employee attends to the serious injury or illness of a covered servicemember or veteran who is a family member. This Article shall not apply to a work-related injury.

c. If the leave is for a military caregiver, 26 weeks of leave within a single 12 month period is provided and other FMLA leave used does not reduce this entitlement. For all other reasons, one aggregate 12-week entitlement is provided.

### Section 2. Granting Leave

a. An employee shall submit written notification to the immediate supervisor stating the anticipated duration of the leave at least two weeks in advance if circumstances permit. Proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return is required for an employee's serious health condition or care for family members with serious health conditions. For employees who become parents, FMLA leave shall begin whenever employees request on or after the birth, adoption or foster care placement; however, it may be used prior to the date of custody or placement when required for adoption of placement to proceed.

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

c. No FMLA leave shall be granted to an employee who becomes a parent beyond one year from the date of birth, of assuming custody of an adopted child or placement of a foster child.

d. After the employee exhausts 12 weeks of FMLA leave the Employer is not required to grant subsequent FMLA leave until such time that the employee again becomes eligible for some portion of the 12-week entitlement under the rolling 12-month year, provided that the employee has at least 1250 hours of actual work time within the 12-month period preceding the commencement of the leave.

Section 3. Combined, Sick, Holiday and Compensatory Leave

a. Employees using military exigency or military caregiver leave must use all applicable, accrued paid leave types upon commencement of FMLA leave. For all other FMLA leave reasons, an employee shall be required to use accrued combined and sick leave, in accordance with Article 10, Section 1. If eligible for paid sick leave in accordance with Article 10, Section 19, an employee shall be required to use all such paid sick leave upon commencement of FMLA leave. After all required leave is used, employees may choose to use the remaining combined, holiday or compensatory leave prior to using FMLA leave without pay.

b. All paid leave used will run concurrently with and reduce the FMLA entitlement.

c. Sick leave can only be used when the reason for the absence is covered by Article 10, Section 1 or 19.

d. An employee shall not earn combined and sick leave while on FMLA leave without pay. Holidays will be earned based on Article 9, Holidays.

Section 4. Benefits

a. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Article 22 and 23 will continue for the period of time the employee is on FMLA leave.

b. The continuation of benefits is subject to the employee's payment of any required employee contribution under Article 23.

Section 5. Return Rights

a. Upon return or exhaustion of FMLA leave, an employee shall have the right to return to the same position in the same classification held before going on FMLA leave, or to an equivalent position with regard to pay and skill within the agency, subject to the furlough provisions of Article 27, Seniority.

Section 6. Guidelines established by the Secretary of Administration regarding FMLA leave are published through the Directives Management System (Reference Management Directive 530.30).

Section 7. a. For the purpose of this Article, parent shall be defined as the biological parent of the employee or an individual who stood in loco parentis to an employee when the

employee was a son or daughter.

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

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

Section 8. It is understood by both parties that the provisions of this Article are consistent with the Pennsylvania Human Relations Act, 43 P.S. Section 951 et seq., and the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq.

## ARTICLE 17 SALARIES AND WAGES

Section 1. Each employee covered by this Agreement shall be entitled to longevity pay in accordance with Section 4 below which is based on the following table as provided in the applicable pay schedule in Appendix B:

- 5% of base pay after five (5) years of service.
- 6% of base pay after six (6) years of service.
- 7% of base pay after seven (7) years of service.
- 8% of base pay after eight (8) years of service.
- 9% of base pay after nine (9) years of service.
- 10% of base pay after ten (10) years of service.
- 11% of base pay after eleven (11) years of service.
- 12% of base pay after twelve (12) years of service.
- 13% of base pay after thirteen (13) years of service.
- 14% of base pay after fourteen (14) years of service.
- 15% of base pay after fifteen (15) years of service.
- 16% of base pay after sixteen (16) years of service.
- 17% of base pay after seventeen (17) years of service.
- 18% of base pay after eighteen (18) years of service.
- 19% of base pay after nineteen (19) years of service.
- 20% of base pay after twenty (20) years of service.
- 21% of base pay after twenty-one (21) years of service.
- 22% of base pay after twenty-two (22) years of service.
- 23% of base pay after twenty-three (23) years of service.
- 24% of base pay after twenty-four (24) years of service.
- 25% of base pay after twenty-five (25) years of service.
- 26% of base pay after twenty-six (26) years of service.
- 27% of base pay after twenty-seven (27) years of service.

28% of base pay after twenty-eight (28) years of service.

Employees whose rate of pay exceeds the rate for the maximum established for their longevity range shall be placed at Step "0."

For the purpose of this Section, years of service will be defined as years of service within the bargaining unit.

Section 2. All current employees who are assigned to Step 0 shall be treated in accordance with the side letter between the parties dated January 22, 2002.

Each institution may hire Correction Officer Trainees and Forensic Security Employee Trainees at any step of pay range 34. However, all Correction Officer Trainees and Forensic Security Employee Trainees within an institution who are paid below the hiring rate will be adjusted to the new hiring rate. For the purpose of this Section, Step 0 will not be considered a hiring rate.

Upon promotion to Correctional Officer 1 or Forensic Security Employee 1, all Correction Officer Trainees and Forensic Security Employee Trainees will move to pay range 35 Step B.

Section 3. Effective July 1, 2020, each employee covered by this Agreement shall receive a general pay increase of two and one-half percent (2.5%). This increase is reflected in the Pay Schedule in Appendix B.

Section 4. a. In addition to the above general pay increases, employees whose salary is below the maximum of their applicable pay and longevity range (Step K) shall receive one (1) annual service increment and/or up to one (1) longevity increment, as appropriate, effective on the first day of the first full pay period in the employee's anniversary/longevity month in fiscal year 2020-2021. An employee's performance rating shall not be used in determining entitlement to a service increment. The increment shall be granted solely on the basis of service on the employee's anniversary date. Except as provided herein, the definition of anniversary date and longevity date in the Commonwealth's Personnel Rules, Section 5.24, in effect on the date of this Agreement, shall apply.

d. In addition to being recognized for their years of service through uniform designations, those employees who have reached first class (10 years of service) and master class (20 years of service) shall receive a corresponding increase in base pay. The differential rate for first class shall be 2% above the Step J base rate of pay. The differential rate for master class shall be 2% above the Step K base rate of pay. The appropriate longevity rate based upon years of service shall then be applied to that rate. For example, the regular pay of an employee with 11 years of service shall be calculated by adding 2% of the Base J rate to 100% of the Base K rate, then multiplying that sum by 1.11. The regular pay of an employee with 19 years of service shall be calculated by adding 2% of the Base J rate to 100% of the Base K rate, then multiplying that sum by 1.19. The regular pay of an employee with 20 years of service shall be calculated by multiplying 102% of the Base K rate by 1.20.

Section 5. a. A permanent salaried employee whose salary exceeds the maximum of the employee's applicable pay range and longevity range when the general pay increases outlined in Sections 3 is 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.

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

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

Section 6. All Corrections Officer Trainees and Forensic Security Employee Trainees shall remain in that classification for one year.

Section 7. An employee in an inactive pay status shall, upon return to active status, be entitled to the above general pay increases and/or cash payments outlined in this Article.

Section 8. The salaries of employees shall be paid biweekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

Section 9. All employees are required to sign up for direct deposit of paychecks and travel expense reimbursement.

## ARTICLE 18 OVERTIME

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

- a. For any work in excess of 8 hours in any one work day or in excess of 80 hours in a pre-established biweekly work schedule
- b. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsection a.

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

- (1) Hours worked, excluding standby time and layover time
- (2) Holidays
- (3) Pre-scheduled combined leave

- (4) Three non pre-scheduled combined leave occurrences per calendar year
- (5) Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime
- (6) Administrative leave
- (7) Stress Day
- (8) Sick leave

b. The following items will not be regarded as hours worked for the purpose of computing overtime pay under Section 1 of the Article:

- (1) Where the Employer exercises its option to pay for a holiday which occurs on an employee's day off in lieu of granting time off with pay or where the employee consents to forego a day of paid leave
- (2) Where the employee is paid for compensatory time earned as a result of working a holiday
- (3) For the pay period that an employee has executed a fourth or subsequent call-off (CN), only hours actually worked will count towards computing overtime pay under Section 1 of this Article. However, any hours actually worked over 86 hours in the pay period will be paid premium pay in accordance with Article 18, Section 1 of this Agreement.
- (4) Civil leave
- (5) Paid military leave
- (6) Any form of unpaid leave

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

- a. For the 2nd and 4th scheduled days off work, provided in order to be eligible for double time on the 2nd day off, the employee was in an active pay status the first five regularly scheduled work days and worked the first scheduled day off in the normal biweekly work period and, in order to be eligible for double time on the 4th day off, the employee was in an active pay status the 2nd five regularly scheduled work days and worked the 3rd scheduled day off in the normal biweekly work period.
- b. All hours during which an employee is held hostage by an inmate/patient. The Employer in its sole discretion will determine when a hostage incident has occurred and the starting and ending time during which double time will be paid.

Section 4. By mutual agreement between the Employer, the Association and the employee involved, compensatory time at the appropriate rate may be granted in lieu of overtime pay. Such compensatory time is to be granted within the 120-calendar day period succeeding the date on which the overtime is worked. If a written request is received prior to or within 45 days after the date on which the overtime is worked, the compensatory time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee. If the Employer does not schedule the compensatory time in accordance with the

employee's request, or at some other time mutually agreed to, prior to the completion of the 120-calendar day period succeeding the date on which the overtime is worked, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off.

Section 5. a. The Employer will assign voluntary overtime in a fair and equitable process as outlined below during each one-half calendar year between or among employees in the same job classification within each voluntary overtime unit. Local practices and/or agreements that do not conflict with any provision of this section shall continue to exist until modified by the local parties or the collective bargaining agreement.

Employees will express their willingness to work an overtime assignment by signing up for the specific day and specific shift they are available to work. It is the responsibility of each individual employee to ensure that the Employer has his or her most recent telephone number. Employees signing up for voluntary overtime must be available to work the entire overtime opportunity.

Employees who have expressed their willingness to work voluntary overtime and are entering or re-entering the job classification overtime unit after the accumulation period has begun, (to include someone who has worked a long-term TWOC assignment) will be credited with an amount of overtime hours equal to the maximum amount of credited overtime hours held by an employee in the same job classification within the voluntary overtime unit.

Overtime opportunities will be provided based on the established shifts at the local worksites.

Corrections Officers assigned to the 8a.m.-4p.m. shift will be eligible for overtime opportunities on the 2p.m.-10p.m. shift provided management can obtain a volunteer to cover the 2p.m.-4p.m. hours. Any employee accepting a 2p.m.-4p.m. voluntary overtime assignment consistent with this provision will waive their right to "Call Time" pay in accordance with Article 20. A 2p.m.-4p.m. sign up book will be utilized for coverage of 8a.m.-4p.m. officers signed up and working 2p.m.-10p.m. overtime. If management is unable to obtain a volunteer for the 2p.m.-4p.m. period, the 8a.m.-4p.m. officer will not be considered eligible for the 2p.m.-10p.m. overtime opportunity.

A sign-up book will be made available for each established shift at the worksite. Partial shift overtime opportunities shall be determined by local agreement.

b. In the event there are an insufficient number of volunteers, the Employer shall have the right to assign overtime work on a non-volunteer basis. Such mandatory overtime shall be assigned in the following manner:

- (1) The Employer shall maintain a list, in bargaining unit seniority order, comprised of all employees (including those who have expressed a willingness to accept overtime assignments) in the same job classification within each equalization unit. Mandatory overtime shall be assigned to the least senior employee on said list who has not had a mandatory overtime assignment. With the exception of emergency situations, employees

in the Department of Corrections will be passed over when the performance of mandatory overtime would result in the employee working more than two consecutive days of double shifts of 16 hours or more. Once an employee has been assigned overtime on a mandatory basis, such employee shall not be assigned mandatory overtime until all employees above the employee on the list have either been assigned mandatory overtime or have been excused for good and sufficient reasons, regardless of the number of hours worked during such overtime assignment and regardless of the length of time between mandatory overtime assignments.

(2) Once each employee whose name appears on the list provided for in Subsection b. (1) above has been assigned mandatory overtime, the process shall repeat itself.

(3) If any employee has worked two prior Christmas or New Year's holidays and is scheduled off for the following Christmas or New Year's holiday, the employee will not be mandated to work that Christmas or New Year's holiday. Seniority provisions concerning conflicts in overtime work must be waived to accomplish this specific instance.

(4) There shall be no requirement to equalize overtime which is assigned on a mandatory basis and overtime assigned on a mandatory basis shall not be included in the hours which the Employer is required to equalize in accordance with the provisions of Subsection a. above.

(5) In the event an employee cannot be reached to be informed of the mandatory overtime assignment, the Employer has the right to assign such mandatory overtime to the next employee on the list. However, when the next mandatory overtime assignment occurs the Employer shall assign such mandatory overtime to the employee(s) previously passed over.

(6) Employees entering established equalization units shall be placed on the mandatory overtime list provided for in Subsection b. (1) above in bargaining unit seniority order.

(7) Unless occasioned solely by the failure of a bargaining unit member to report off prior to his/her shift in accordance with existing requirements, an employee assigned mandatory overtime by a process other than the process in Subsection b. shall be paid at the double time rate for all time worked under that assignment.

c. When the need for overtime arises, the Employer shall first seek to obtain volunteers for the performance of overtime beginning with the most senior employee who has the least overtime credit during the one-half calendar year among those employees who have stated a willingness to work overtime on the specific date and shift. An employee declining overtime shall be credited with the overtime worked by the employee accepting the overtime for credit purposes. Employees may be passed over when the performance of such overtime would result in the employee working three consecutive shifts. Except for emergency situations, employees in the Department of Corrections will be limited to working double shifts on two consecutive days, either through an overtime assignment or through a local exchange day agreement. With the exception of emergency situations, employees will be passed over when the performance of overtime would

result in the employee working more than two consecutive days of double shifts of 16 hours or more. The Employer shall not be required to accept as a volunteer an employee who would be entitled to double time for such overtime work except if there are no volunteers who would be entitled to time and one-half for such overtime work. Management will have the right to canvass the shift via an "all call" for a time and a half volunteer prior to offering the overtime opportunity to the employee signed up for the specific day and shift if they are entitled to double time.

The voluntary overtime signup book will be available for each employee to sign-up for overtime opportunities on the specific day and shift they are willing to work overtime. The employee must sign the book in person. If partial shift overtime opportunities other than those referenced in this Article, are established through a local agreement, the overtime will be called in the following order: those available for full shift overtime, then those available for partial shift overtime opportunities. If there are still insufficient volunteers for the overtime opportunity, the Shift Commander will seek additional volunteers through an all call prior to mandating an employee. The voluntary overtime sign-up book will be closed 48 hours prior to the start of the specific shift where the overtime is needed.

Credit for voluntary overtime hours will be accumulated for two periods, January 1 through June 30 and July 1 through December 31. At the beginning of each period, the total hours for each employee will begin anew at zero. Employees will receive credit for voluntary overtime hours worked and hours refused. Employees will be credited with the number of hours actually worked for that overtime opportunity. An employee may not have a spouse or any other person accept or refuse an overtime opportunity on their behalf.

In the event management becomes aware of the need for overtime one hour or less prior to the commencement of the shift, management shall first seek volunteers who are on the sign-up list and working the current shift. If no volunteers are hired management will seek volunteers through the radio "All Call" system in an attempt to hire on-site staff for the overtime opportunity. Those volunteers will then be selected based on bargaining unit seniority and overtime hours credited, documented on the overtime sign-up roster and voluntary overtime worksheet, and shall be credited accordingly.

An employee approved for modified duty may not sign the Voluntary Overtime Sign-up Roster for the period of the modified duty assignment. Management will not attempt to contact employees on modified duty assignments for the purposes of canvassing them for voluntary overtime and mandatory overtime assignments.

Any overtime worked for Special Team training or activation will not be considered voluntary overtime for the purposes of this Article 5, Section b.

d. Voluntary overtime units shall be by Classification, unless modified by written agreement of the parties. Correctional Officer Trainees in Phases 2, 3 and 4 will only be available to work Correction Officer 1 overtime assignments within their respective training phase when no other Correctional Officer 1 is available as the result of an "All Call" and prior to mandating a Correctional Officer 1.

Correctional Industries at any worksite will be its own unit by Classification.

Forensic Security Trainees will be included in the FSE 1 overtime unit. They will be eligible to work voluntary overtime upon entering Phase 3 of the FSE Training Program. Upon becoming eligible to work voluntary overtime, each trainee will be credited with the amount of voluntary overtime hours to match the FSE 1 with the highest number of credited hours for that one-half calendar year period.

The parties shall attempt to establish such units by labor-management meetings at appropriate local levels. If agreement is not reached, the Association can request that all unresolved equalization unit issues within a particular agency be submitted to a committee consisting of representatives of the Association and representatives of the Office of Administration and the agency. After a period of 45 days from the date of the Association request to submit the unresolved issues to the Committee, the Association can request that all unresolved equalization unit issues for an agency be submitted to an arbitration panel. The arbitration panel shall consist of one Association staff member, one staff member of the Employer, and one impartial arbitrator jointly selected by the parties.

e. If a grievance arises over the assignment of voluntary overtime based on actions taken by the Employer prior to the date of an agreement or an arbitration award establishing the applicable voluntary overtime unit, an arbitrator shall not award back pay to an employee due to the Employer's use of the incorrect voluntary overtime unit for the accumulation of voluntary overtime.

f. Employees on non-prescheduled leave, sick leave, leave without pay (except for Union business), Military leave, FMLA leave or any type of disability leave will not be eligible to work voluntary overtime or mandatory overtime assignments for the 24-hour period of the employees' work schedule, as defined in Article 6 of the Collective Bargaining Agreement. All shifts during the 24-hour period mentioned above will be coded as Not Available (N/A) on the overtime call worksheets.

g. Overtime hours associated with extension of shift, related to specific assignments and or posts such as, Transports and DOC Bus will not be required to be canvassed for volunteers under the provisions set forth within this Article. However, those hours worked will be credited for voluntary overtime hours accumulated.

h. Process for offering overtime opportunities in the Department of Corrections;

Management will offer overtime in the order listed below:

Voluntary Overtime Needed for Corrections Officer 1 Classification:

1. Call CO1 volunteers at time and a half rate of pay in order of bargaining unit seniority with the least amount of accumulated credited hours.
2. Conduct an all call for CO1 time and a half volunteers on shift.

3. Call CO1 volunteers eligible for double time.
4. Phase 2, 3 and 4 CO Trainees may accept a voluntary overtime assignment consistent with their training phase prior to mandating a CO1.

Voluntary Overtime Needed for Corrections Officer 2 Classification:

1. Call CO2 volunteers at time and a half.
  2. Conduct an all call for time and a half volunteers on shift.
  3. Call CO2 volunteers eligible for double time.
- i. Process for offering overtime opportunities in the Department of Human Services; Management and/or the Forensic Registered Nurse Supervisor (FRNS) or designee will offer overtime in the order listed below:

Voluntary Overtime Needed for Forensic Security Employee 1 Classification:

1. Call the most senior FSE 1 or eligible FSE Trainee volunteer at time and a half rate of pay with the least amount of accumulated credited hours.
2. Seek volunteer from the on-duty FSE 1s or eligible FSE Trainee for the time and a half overtime assignment.
3. Call FSE 1 or eligible FSE Trainee volunteers eligible for double time.

Voluntary Overtime Needed for Forensic Security Employee 2 Classification:

1. Call the most senior FSE 2 volunteer at time and a half rate of pay with the least amount of accumulated credited hours.
2. Seek volunteer from the on-duty FSE 2s for the time and one-half overtime assignment.
3. Call FSE 2 volunteers eligible for double time.

j. If an employee volunteers for an overtime assignment that has already been assigned via a mandate, the employee mandated will have the choice to work the mandate or not. If the employee who was mandated chooses to work the assignment, the employee who volunteered will not work. If the employee mandated chooses to go home and not work the mandated assignment because the volunteer will work the assignment, the mandated employee will have the mandate counted but will not be entitled to any compensation to include but not limited to Article 20 "Call Time".

k. If an error occurs in the hiring process for voluntary overtime and is validated through a grievance investigation, the employee who was missed will receive a voucher as follows:

1. The affected employee will receive an overtime voucher for the number of OT hours missed and the rate at which earned when missed (i.e., straight time, time and a half or double time).
2. Hours worked via voucher will not be included in overtime accumulation.
3. The voucher may be redeemed any time prior to the start of the shift the employee wishes to work.
4. The voucher is not transferable to any other employee.
5. When a mandate is not needed due to an employee redeeming a voucher, the employee mandated will have the option to work four hours if they have arrived at the worksite in accordance with Article 20 “Call Time”, or not work and will be relieved of the mandate. An employee not willing to work the four hours of the mandate will receive no compensation. Regardless of working the mandate or not, the employee will be credited for the mandate unless notified prior to arrival at the worksite.
6. For employees mandated who are at work and are notified the mandate is cancelled prior to the start of the overtime shift, the employee will not be credited with a mandate.
7. A voucher must be redeemed within 120 days of the date it is issued or the voucher will expire and the employee will lose the opportunity to work the overtime.
  - a. A voucher must be redeemed at least two hours prior to the start of the shift the employee is requesting to work with the voucher.
8. It is clearly understood that employees will not receive pay for hours not worked and Vouchers can only be redeemed for work hours.
  - a. However, if an employee receives a third and subsequent voucher during the six-month voluntary overtime period, the employee may choose to redeem the voucher for compensatory time. The compensatory time will be equal to the number of hours worked for the overtime assignment that was missed. The compensatory time may only be used as time off from work and will never be paid out.
9. If an employee redeems a voucher on the 1<sup>st</sup> or 3<sup>rd</sup> scheduled day off, that employee may be by-passed for voluntary overtime on the 2<sup>nd</sup> or 4<sup>th</sup> scheduled day off, if it would result in a double time situation.

10. Vouchers may not be redeemed in conjunction with any local exchange day agreement if it would result in premium pay or pyramiding.

Section 6. Employees who are required to remain on duty during meal periods shall be compensated for these periods at the appropriate rate of pay.

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

The employee option for separate overtime checks is eliminated.

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

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

## ARTICLE 19 SHIFT DIFFERENTIAL

Section 1. An employee whose work shift consisting of 7.5 or 8 work hours which begins at or after 8:00 p.m. and before 6:00 a.m. will be paid a shift differential of \$1.15 per hour for all such hours worked on that shift.

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

Section 2. When an employee works overtime either before or after the employee's full shift, shift differential at the appropriate rate will be paid for all hours worked as defined by Section 1. Shift differential will be included in the base rate for the purpose of computing the appropriate overtime premium rate.

ARTICLE 20  
CALL TIME AND LAYOVER

Section 1. Employees who have been called into work outside of their regular shift schedule shall be guaranteed a minimum of four hours work. Call time pay begins when employees report to their assigned work site ready for work. There shall be no duplication of hours.

Section 2. Call time shall be paid for at whatever rate is appropriate.

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

Section 4. Whenever the Employer assigns an employee to escort inmates in the community and where such results in the inability to return home on the same day, said employee shall receive 25% of base pay for every hour on layover.

Layover time will terminate upon commencement of the return trip home. Layover pay shall be given in addition to any meal and lodging allowance ordinarily received by the employees.

ARTICLE 21  
STANDBY TIME

Section 1. An employee is on standby during the period that the employee is required to remain at a specific location and to be available for emergencies. Only employees who are required to be on standby are entitled to the compensation hereafter set forth. Such employees shall, at the Employer's discretion, either be paid 25% of their regular base pay for such standby time or receive compensatory time off equivalent to 25% of such standby time. Employees shall be considered to be on standby time until officially released. Standby time shall not be considered hours worked for the purpose of overtime computation. An employee shall not be considered to be on standby time while being paid for call time.

Section 2. An employee who is required to be on-call for a court appearance arising within the scope of his employment shall be paid in accordance with the provisions of Section 1 above.

ARTICLE 22  
LIFE INSURANCE

Section 1. The Employer shall continue to assume the entire cost of the insurance coverage for eligible employees as set forth in the currently existing life insurance plan as modified by Section 2. The amount of insurance is based on the employee's annual pay rate in effect on the preceding January 1, rounded to the nearest \$1,000, but not to exceed \$40,000. The amount will be reduced

to 65% on the date the insured individual reaches age 70 and 50% on the date the insured individual reaches age 75.

An employee who suffers a work-related disability which is covered by Act 534/632, returns to work and then subsequently suffers a reoccurrence of the disability which requires an adjustment of the Employer-paid life insurance, will have his/her estate compensated by the Employer for the difference between the amount paid by the Employer's life insurance program and the amount the employee's estate would have received had the adjustment not occurred.

Section 2. a. Permanent employees who are granted FMLA leave will continue to receive 100% state-paid coverage under the current life insurance plan for up to 12 weeks. Permanent employees who are granted injury leave (paid and unpaid) will continue to receive 100% state-paid coverage under the current life insurance plan for up to 12 months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. Those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than FMLA leave 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 employee who is covered under the currently existing life insurance plan with fully paid accidental death benefits for work-related accidental deaths. The amount of coverage is \$20,000 unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

## ARTICLE 23 HEALTH BENEFITS

Section 1. Pennsylvania Employees Benefit Trust Fund

a. A jointly administered, multi-union, health and welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between Council 13, American Federation of State, County and Municipal Employees, AFL-CIO, and the Employer, and executed by the trustees.

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, which for this bargaining unit shall not be less than those provided to any other bargaining unit included within 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 effective on the first pay date in July of each fiscal year specified below:

July 1, 2020 – June 30, 2021 – \$502.00 biweekly per employee

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

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

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

f. No dispute over eligibility for benefits or over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any collective bargaining agreement, 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 under any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Fund shall be limited to the contributions indicated under Subsection c. above.

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

Section 3. The Fund shall continue to provide each permanent full-time active employee with 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 an active pay status at least 50% of the time every pay period medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund. In addition, it

shall provide 50% dependency coverage where the dependents of the employee qualify. Such employees shall contribute an amount determined by the Fund's trustees toward the cost of coverage. Enrollment and continued coverage in Fund benefits is further subject to the following conditions:

a. Subject to the provisions of Section 3.b., employees will contribute a percentage of their biweekly gross base salary toward the cost of coverage as provided below (Biweekly gross base salary as used throughout this Article excludes premium or supplemental payments such as overtime, shift differential, higher class pay etc.):

FY 20/21	2.5%
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Employee contributions shall be effective the first full pay period in July of the fiscal years stated above.

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

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

	<u>Waiver Amount</u>	<u>Employee contribution with Waiver</u>	<u>Employee contribution without Waiver</u>
July 2020 – June 2021	2.5%	2.5%	5.0%

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

c. There will be 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 month reserve of projected claims and expenses has been achieved and will be maintained for at least six 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 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 month basis by the Fund's actuary. If the actuary certifies that the amount of the reserve has dropped below

the three 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.

d. (1) For the first six months of employment, the employee will be offered single coverage in the least costly medical plan offered and available in his/her area, with no supplemental benefits. The employee may opt to purchase medical coverage for the employee's qualifying dependents in the same medical plan as the employee, and/or may opt to purchase a more costly plan in the area by paying the difference in cost between the least costly and the more costly plan, in addition to the employee contribution as set forth above in Subsection a.

(2) After completing six 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 applicable employee contribution referenced in Section 3.a. above.

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

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

Section 4. a. Permanent employees who are granted FMLA leave (Article 16) 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 FMLA 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 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 5.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 5.a. or c.

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

#### Section 5. Spousal Eligibility

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

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

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

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

b. Employees who retire and elect REHP coverage, shall be eligible for the medical and prescription benefits in effect for active employees, provided that the Employer will modify the REHP plan of benefits from time-to-time to conform to the medical and prescription benefits in effect for the active employees. Annuitants who are eligible for Medicare will participate in Medicare supplemental medical and prescription 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. Employees who retire and elect REHP coverage shall be required to contribute to the cost of coverage. The annual retiree contribution rate shall be three percent of the

employee's final average salary at the time of retirement from State, as determined by the methodology utilized by the State Employees' Retirement System to calculate pension benefits, and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate. When an annuitant becomes eligible for Medicare the contribution rate shall be reduced from three percent (3%) to one and one-half percent (1.5%) of said final average salary and will be payable monthly at the rate of the one-twelfth of the annual retire contribution rate.

For bargaining unit members retiring, the retiree contribution for health care (prior to the attainment of Medicare eligibility) shall be 3% of final average salary used for pension purposes, excluding any overtime or shift differential earnings calculated within such final average salary.

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

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

(1) Retirement at or after superannuation age with at least 20 years of credited service 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 20 or more years of credited service 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 20 or more 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.

(d) an employee who leaves State employment subsequent to superannuation age and is subsequently rehired and then retires must have 20 or more years of credited service 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 20 or more years of credited service 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.

(4) For purposes of eligibility for REHP coverage under this Section, credited service earned on or after September 1, 2008, will be limited to service as a Commonwealth employee which otherwise counts as credited service under the State and/or Public-School Retirement, TIAA-CREF or other approved retirement systems' rules in effect from time to time. Employees hired on or after September 1, 2008 who have earned credited service under the State and/or Public-School Retirement, TIAA-CREF or other approved retirement systems' rules with another employer will not have that service counted for purposes of eligibility for REHP coverage, unless they were employed by the Commonwealth prior to September 1, 2008. If it is determined by the State and/or Public-School Retirement Systems that a Commonwealth employee is eligible for additional credited service for military service, such credited service will be included in the determination of eligibility for REHP coverage. The phrase "Commonwealth employee" shall be limited to service earned through an employing agency eligible to participate in the Commonwealth's Life Insurance Program.

Section 7. If an employee is killed in the line of duty, the Employer will continue to provide medical plan benefits and supplemental benefits, as determined and extended by the Fund, to the spouse of the employee until the spouse remarries and/or to eligible dependents until they are no longer eligible for dependent coverage. 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.

Section 8. In the event that comprehensive healthcare legislation is passed, the parties agree to negotiate the impact, if any, of such legislation on the existing active and annuitant health care programs.

## ARTICLE 24 WORK-RELATED INJURIES

Section 1. An employee who sustains a work-related injury, during the period of this Agreement, as the result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Program, shall be entitled to use accumulated combined or long-term sick leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers' compensation of full pay reduced by an amount that yields a net pay, including workers' compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, social security and retirement contributions. One full day of accumulated leave (7.5 or 8 hours as appropriate) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of 12 months or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond 12 months until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 13 may apply.

For temporary employees, accumulated leave and injury leave without pay shall be available for up to an aggregate of 12 months, for the duration of the disability or for the scheduled duration of the temporary employment, whichever is the least. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred.

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

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

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

Section 4. At the expiration of the leave under Section 1, if an employee continues to receive workers' compensation, the employee will be placed on leave without pay in accordance with Section 7 below and will not be entitled to receive state-paid coverage for life insurance and state payments towards coverage for health benefits.

Section 5. An employee is required to refund to the Employer the amount of any overpayment. In no case shall an employee be entitled to full pay and workers' compensation and/or social security for the same period. The Employer shall recover any amount in excess of the paid

supplement to workers' compensation as described in Section 1. Failure to apply for or report social security or other applicable disability benefits to the Employer will result in the termination of the leave under Section 1.

Section 6. State-paid coverage for life insurance, and state payments toward coverage for health benefits as provided in Articles 22 and 23, will continue for the period of time that the employee is on leave under Sections 1 and 13.

Section 7. An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Article 27, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three-year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Section 1 or Section 13 where applicable, and the end of the guarantee in this Section, the employee will be on leave without pay.

During the three-year period, employees who are not fully capable of performing the duties of their position shall have, upon request, a right to return to an available position in a lower classification, within the same geographical/organizational limitation as the seniority unit, to which there are no seniority claims and which the agency intends to fill, provided the employee meets the minimum requirements and qualifications essential to the work of the classification and the employee is fully capable of performing the duties of the position. If an employee returns to a position in a lower classification, the employee will be demoted in accordance with the Commonwealth's Personnel Rules, but shall maintain the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred, provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Article 27, Seniority.

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

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

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

Section 9. An employee who sustains a work-related injury, during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use combined or long-term sick leave for the purpose of continued medical treatment of the work-related injury in accordance with Article 10. If no paid leave is

available, an employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This Section is not applicable to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Section 1 shall apply.

Section 10. Sections 4, 6, and 8 of this Article shall not apply to temporary employees.

Section 11. The Commonwealth agrees to the use of modified duty where the employee is receiving benefits under either the Workers' Compensation Act, the Heart and Lung Act, Act 632 or Act 534; the employee is able to work only in a limited capacity and the prognosis for the employee's injury indicates that the employee will be able to resume all of the duties of the employee's classification in a reasonable period of time. The Employer may terminate a modified duty assignment when it becomes apparent that the employee will not be able to resume the full duties of the employee's classification within a reasonable period of time.

Under the modified duty concept, the employee will be retained without loss of pay or status. The Employer may assign the employee duties outside their 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.

Any dispute regarding a light duty assignment of an employee who qualifies for benefits under the Heart and Lung Act/Act 632/Act 534 shall be determined by the Heart and Lung/Act 632/Act 534 Hearing Panel in Article 35, Section 3.

If an employee receiving only Workers' Compensation benefits is unable to resume all of the duties of the employee's classification within a reasonable period of time, the Employer may demote or laterally reclassify the employee to an appropriate classification, taking into account the duties and responsibilities the employee is capable of performing and subject to the protections afforded by Federal and State Statutes.

Section 12. Sections 1 through 10 and 13 of this Article shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, Act 632 of 1959, P.L. 1718, as amended, or Act 534 of 1978, P.L. 909, as amended.

Section 13. An employee who is disabled due to a recurrence of a work-related injury after three years from the date the injury occurred, or before three years if the leave entitlement in Section 1 has been depleted, shall be entitled to use accumulated leave and injury leave without pay while disabled for a period of up to 12 weeks. To be eligible to use injury leave without pay, the employee must have been at work at least 1250 hours within the previous 12 months. The 12 week period will be reduced by any other leave used within the previous 12 months that was designated as leave under the provisions of the Family and Medical Leave Act. If only accumulated leave is used, it may be used beyond 12 weeks until exhausted or until the disability ceases, whichever occurs sooner. While using accumulated leave, the leave will be charged and paid in accordance with Section 1.

Section 14. 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 13 shall be designated as leave under the provisions of the Act.

Section 15. It is understood by both parties that the provisions of this Article are consistent with the Americans with Disabilities Act.

Section 16. Unless inconsistent with existing law, an employee who is 1) eligible for Act 632/534 benefits; and 2) injured as the direct result of an intentional and violent act of a patient/inmate; and 3) at or beyond the fourth-year anniversary of the date of injury by June 30; and 4) under normal retirement age on June 30 may be entitled to an additional benefit payment annually.

The additional benefit payment shall be equal to 75% of the gross base pay plus longevity that the employee would be earning had the injury not occurred (assuming no promotions) up to the statutory workers' compensation maximum benefit for an injury occurring in the year the payment is made, minus 1) the gross amount of the Act 632/534 benefit; and minus 2) social security disability benefits; and minus 3) any remuneration or profit received from any occupation, business, or employment commenced subsequent to the disability.

The amount payable will be computed on June 30 of each year and will be paid in a lump sum, less applicable taxes, no later than December 1.

The benefit will be payable until 1) Act 632/534 benefits are terminated or 2) the employee reaches normal retirement age.

The additional benefit payment will be applicable for the first time for disabled employees who met the above criteria by June 30, 1995.

Any decision regarding the additional benefit payment contained in this Section may not be used as evidence by the employee, the Association or the Employer in any Act 632/534 eligibility proceeding.

## ARTICLE 25 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 employees consider their permanent position or the Association considers a position to be improperly classified, the employees or the Association may process an appeal for a reallocation of the position through the grievance procedure as set forth in Section 2 of this Article.

If a determination is made by the Employer in the course of an appeal that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing except where a Correction Officer 1 position is being upgraded to a Correction Officer 2 position and the Correction Officer 1 did not receive the position through Article 33, Section 18. In this case a Correction Officer 2 position will be posted and filled in accordance with Article 27, Seniority, Section 5.c. However, the incumbent of the Corrections Officer 1 position will be compensated for working out of class in accordance with Section 3 from the date the grievance was filed in writing until the position is permanently filled by a promotion to a Corrections Officer 2.

If a final determination is made by the Employer in the course of an appeal filed by the Association that a position should be upgraded, the position will be posted and filled in accordance with Article 27, Section 5.

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be downgraded, the employee shall be demoted to the proper classification and pay range without any reduction in salary. The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

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

**Section 2.** Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Article shall be settled in the following manner:

**Step 1.** The employee, either alone or accompanied by the Association Representative shall present the grievance in writing to the Workforce Management Division, Bureau of Human Resources, Department of Corrections or Classification and Pay Section, Bureau of Personnel, Department of Human Services, as applicable. The employee or the Association, as appropriate shall attach to the grievance a description of the job and all other relevant documents. The Classification and Recruitment Section or Classification and Pay Section shall have ten working days to contact the employee or Association, as appropriate to schedule a first step audit and hearing. The employee, an Association representative, and appropriate local management personnel may be present at the audit and hearing. The ten-working day period may, however, be modified by mutual agreement. Within 30 days of the completion of the audit and hearing, the Classification and Recruitment Section or Classification and Pay Section will issue a grievance response to the employee or the Association, as appropriate.

**Step 2.** In the event the grievance has not been satisfactorily resolved at Step 1, the employee or Association Representative, as appropriate may file a written appeal to the Classification Grievance Unit, Bureau of Classification and Compensation, Office of Administration within 15 working days after the response from Step 1 is issued or due. The employee or the Association, as appropriate shall attach to the grievance a description of the job

and all other relevant documents. The Classification Grievance Unit shall have 15 working days to contact the employee or Association, as appropriate to schedule a second step audit and hearing. The employee and an Association representative may be present at the audit and hearing. The 15-working day period may, however, be modified by mutual agreement. Within 30 days of the completion of the audit and hearing, the Classification Grievance Unit will issue a grievance response to the employee or the Association, as appropriate.

Employer determinations prior to Step 2 can be reversed by the Office of Administration.

**Step 3.** In the event the grievance has not been satisfactorily resolved at Step 2, the Association may file a written notice of its intent to proceed to arbitration to the Classification Grievance Unit, Bureau of Classification and Compensation, Office of Administration within 15 working days after the response from Step 2 is issued or due. Such appeals will be reviewed by a panel which shall consist of three members: one member appointed by the Employer, one member appointed by the Association, 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 Association. If the parties fail to agree on an impartial arbitrator, either party may request the American Arbitration Association to submit a list of seven possible arbitrators to the parties. The parties shall, within 15 working days of the receipt of said list, select the arbitrator by alternately striking one name from the list until only one name remains. The Employer designee shall strike the first name. 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 employee's position is downgraded as a result of an employee appeal or an Employer-initiated classification review. In all other cases, the decision of the panel shall be advisory only as to the Employer.

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

Working days as referred to in this Section will exclude holidays and Saturdays/Sundays.

Grievances not scheduled for arbitration within three years of the notice of intent to proceed to arbitration will be considered withdrawn.

Section 3. The Association recognizes the right of the Employer to direct its working force, which includes the assignment of work to individual employees and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's

operations and organizational requirements.

Whenever an employee temporarily is charged to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those of the employee's own position for a period of any five full cumulative days in a calendar quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to the minimum step of the pay range for the temporary position or at 4.5% above the employee's current rate of pay, whichever is greater. Employees who are charged to perform higher class work for a full day and who take leave for a portion of that day will be compensated, in increments of ¼ hour, for the partial day worked in the higher class after the five-full day threshold has been met. Such employee while temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher-level duties on the scheduled workday immediately before and immediately after such holiday and is paid at the higher rate on those days. The holiday shall not count toward the requirement for five full cumulative days in a quarter. Once the requirement for the five-full cumulative day threshold has been met, payment will be included in the biweekly paycheck. If the position is filled permanently by other than the employee temporarily filling the position, the employee temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits for such increments to which they would have been entitled had they remained in their normal assignment. An employee or employees shall not be temporarily assigned to perform in general the duties and responsibilities of a position in a higher rated classification for more than nine continuous months or the length of the leave of absence of the employee being replaced, whichever is greater.

A temporary assignment to a higher classification within the bargaining unit which lasts or is anticipated to last more than 20 days will be offered to employees pursuant to the provisions of Article 27, Sections 5 and 6.

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

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.

#### FILING OF GRIEVANCES

Grievances arising from the provisions of this Section shall be submitted in writing and the employee shall attempt to include the dates on which the alleged out of class work occurred and a description of the alleged higher-level work performed. The failure of the employee to provide the

required information will not affect the validity of the grievance.

Grievances pertaining to this Section may be processed through the procedure set forth in Section 2 above.

The decision of the arbitration panel shall be final and binding.

Section 4. Under Section 2 and 3 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.

Section 5. The Employer shall notify the Association of class specification and pay range revisions to all classes that are presently in the certified bargaining unit for which the Association is the representative and of class specifications and pay ranges of proposed classes that the Employer may reasonably anticipate will be placed in the certified bargaining unit, prior to the submission of these changes to the Executive Board of the Commonwealth. The Association will submit acknowledgement of the receipt of the proposed changes and its comments, in writing, to the Employer within 15 working days of receipt of the notification. If written comments are not received from the Association within 15 working days, the Employer will contact the Association, by telephone, before submitting the proposals to the Executive Board. Reasonable written requests by the Association for time extensions will be granted.

Section 6. The Employer shall issue a job description or post orders for the various jobs performed by employees at the various institutions/boot camps.

## ARTICLE 26

### DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, or discharge beginning at the first step of the grievance procedure, subject to any conditions set forth in the grievance procedure under Article 35. The Association and the appropriate local shall be notified promptly by the Employer of any suspension, discharge or disciplinary demotion provided, however, the requirement to notify the local of the Association will not be applicable if the Association has not informed, in writing, the agency or institution/boot camp/corrections community center of the applicable local for the employee involved. The failure of the Employer to comply with the preceding notification requirements will not affect the validity of the action, but will suspend the time period set forth in Step 1 of Section 2 of Article 35, H-1 Alternative Dispute Resolution Process, Grievances and Arbitration, until the notification is sent.

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

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

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

Section 5. The provisions of Section 1 shall not apply during the initial twelve months of probationary employment. Periods of leave without pay, periods of time during which an employee is using paid leave to supplement workers' compensation and periods an employee is on modified duty shall not count toward the initial probationary period.

## ARTICLE 27 SENIORITY

Section 1. Under the terms of this Agreement, the term "seniority" means a preferred position for specific purposes which one employee within a seniority unit may have over another employee within the seniority unit because of a greater length of service within the State government or a particular organizational or occupational segment thereof. The term "seniority" will be defined as "Bargaining Unit" seniority and will be the only type of seniority for all provisions of this contract except for purposes of Civil Service promotion and furlough.

a. Classification seniority standing for the purpose of Civil Service promotion and furlough only shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in the employee's current classification.

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

c. Employees who served in the Armed Forces of the United States during periods of war in which the United States was or is engaged as listed below shall be responsible for providing proof of military service to their human resource officer within 60 days of their first day of work in order to receive seniority credit in accordance with the Preference in Public Employment Act of 1945, P.L. 837. Failure to provide the required proof of service during the time period shall bar the employee or Association from claiming credit for such service at a later date.

Applicable periods of war are as follows:

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

Upon notification by the Employer, current employees shall have 60 days to provide proof of military service during the Persian Gulf War and the War on Terrorism to their human resource officer. Upon verification by the Employer, seniority credit for military service during the Persian Gulf War and the War on Terrorism shall be granted to the employee, and may be applied on a prospective basis.

d. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly pay period plus the number of hours of military leave without pay; leave without pay for Association business in accordance with Article 15, Sections 2 and 3; leave without pay for work-related injuries in accordance with Article 24, Section 7; FMLA leave without pay in accordance with Article 16 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 employee's accumulated total.

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

If an employee accepts a transfer out of or is promoted out of this Unit, the employee shall lose whatever Bargaining Unit and Classification seniority the employee has accumulated up to the time of transfer or promotion. If an employee returns to this bargaining unit at any time after such transfer or promotion, the employee's seniority in this bargaining unit shall begin anew.

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

Section 3. Seniority lists shall be prepared for each seniority group and revised where necessary every six months. Appropriate service information shall be shown thereon to permit

application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards. Seniority lists shall be provided to the local Association President, upon request, not more than once every six months.

Section 4. The Employer agrees that all vacancies which are to be filled within the seniority unit will be posted at appropriate work locations prior to the filling of such vacancies for a period of at least 15 calendar days unless an emergency requires a lesser period of time. Such postings shall include the position number (Bureau Code, Class Code and serial number). This requirement is not applicable to entry-level positions.

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

- a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such a vacancy shall submit their name to the Employer on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.
- b. When a vacancy is filled without examination and where it is determined that skill and ability are relatively equal among the bidding employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Classification seniority subject to the following exceptions:
  - (1) Where it is necessary to comply with the provisions of applicable law and rules relating to the Commonwealth's Equal Employment Opportunity Program.
  - (2) Where the job involved requires highly specialized skill, training and expertise and there are employees in the classification immediately below the vacancy who possess such qualifications.
  - (3) Whenever a position is reclassified upward to correct an improper classification or to reflect an accretion of duties or reorganization of duties, then the incumbent shall be awarded the higher position, except for Correction Officer 1 to Correction Officer 2 positions where the incumbent did not receive the position in accordance with Article 33, Section 18.
- c. When a vacancy is filled by examination within a seniority unit, the Employer will select from among the three bidding employees in the seniority unit with the greatest Classification seniority in the Classification immediately below the vacancy within the highest single score band. If there are fewer than three bidding employees in the seniority unit in the Classification immediately below the vacancy in the highest single score band, the Employer will add the number of bidding employees necessary, starting with the bidding employee with the greatest Classification seniority in the classification immediately below the vacancy in the

seniority unit in the next highest score band, until there are three bidding employees from which to select. If a person outside the seniority unit receives a grade placing the person 10 points or more higher than the seniority unit employee with the highest score, the person from outside the seniority unit may be appointed. (An example of a 10-point range would be 80-90, inclusive.) For the purpose of applying this Section, the parties agree to waive the Civil Service regulation requiring an employee's name be removed from the Civil Service list if the employee has been passed over three times. This Subsection is subject to the exceptions as set forth in Subsections (1), (2) and (3) of Section 5.b. of this Article. For the purpose of this Subsection, persons outside the seniority unit whose names appear on the civil service list are not required to submit a bid in order to be considered for the vacancy.

If an employee who is the most senior bidding employee is passed over for promotion three times, the Employer shall provide the employee and the Association with a written explanation of the reasons for non-selection. Grievances arising under this Subsection may be pursued through Step 2 of the H-1 Alternative Dispute Resolution Process and the decision of the Joint Committee shall be final and binding.

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

- a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such vacancy shall submit to the Employer their name on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.
- b. Where it is determined that skill and ability are relatively equal among the bidding employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest bargaining unit seniority except in the following instances:
  - (1) Where it is necessary to comply with the provisions of applicable law and rules relating to the Commonwealth's Equal Employment Opportunity Program.
  - (2) Where the job involved requires highly specialized skill, training and expertise and there are no employees in the classification immediately below the vacancy who possess such qualifications.
  - (3) Whenever a position is reclassified upward to correct an improper classification or to reflect an accretion of duties or reorganization of duties, then the incumbent shall be awarded the higher position.

Section 7. When the Employer determines that a furlough is necessary within a seniority unit,

employees will be furloughed in the inverse order of bargaining unit seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner:

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

b. If the affected employee is unable to bump into any position as provided in Subsection a. above, the employee shall be furloughed.

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

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

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

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

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

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

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

d. During the period that employees are on a recall list, they shall keep the Employer informed of any changes in address. The Employer shall not be held liable if an employee is not offered recall due to failure to notify the Employer of a change of address. An employee who is

not offered recall because of failure to notify the Employer of a change of address and who subsequently informs the Employer of the current address shall be returned to the recall list and shall be offered the next opportunity for recall, provided the employee's three-year recall period has not expired.

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

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

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

h. The Employer will provide the Association with a copy of all recall lists.

i. A furloughed employee 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 approval of benefits by the State Employees' Retirement Board.

Section 10. Employees desiring to transfer to other positions shall submit a written request to their immediate supervisor stating the reasons for the requested transfer. If the Employer in its sole discretion agrees to such transfer, the employee shall be entitled to maintain whatever seniority rights that are appropriate.

When staffing new institutions/boot camps, 20% of the positions in the Corrections Officer classification and 20% of the positions in the non-Corrections Officer classification will be offered to current employees in the bargaining unit, subject to the losing institution/boot camp being able to protect the efficiency of its operation.

Section 11. In making shift assignments to shift openings, preference shall be granted on a seniority basis unless the Employer feels it is necessary to assign otherwise in order to protect the efficiency of operation.

Section 12. In the event of the consolidation or elimination of jobs, the Employer shall reassign the affected employees to positions for which they are qualified insofar as positions are available. If positions are not available, the employees will be furloughed.

Section 13. The probationary period for promotions shall be 180 calendar days in length and the provisions of Article 26, Section 1 shall not be applicable if an employee is demoted within that time for failure to successfully complete the probationary period. In such case, employees shall have the right to return to their former classification during this period. Periods of leave without pay, periods of time during which an employee is using paid leave to supplement workers'

compensation and periods an employee is on modified duty shall not count toward the probationary period.

If an employee works out-of-class and is subsequently promoted to the Classification, the employee shall have the time worked out-of-class in the preceding six months credited for the probationary period for promotion.

Section 14. For the purpose of furlough, 104 Association stewards and/or chair officers shall have superseniority. The Association shall provide the Bureau of Employee Relations, on a yearly basis, a list of all employees who have been granted superseniority in accordance with the provisions of this Section. The Association may, however, within 15 days of the announcement of a furlough, notify the Bureau of Employee Relations of any changes of incumbents to these positions. The list shall contain the employee's name, Association title, agency of employment, work location and Local.

Section 15. Seniority unit means that group of employees within an affected institution/boot camp or agency operational structure in a given geographic work area as listed in Appendix C.

Section 16. Grievances relating to the interpretation, application and implementation of Sections 5, 6, 7, 8, 9, 12 and 15 of this Article shall be filed at the first step. Arbitration of grievances relating to these Sections shall be conducted by a panel of three members - one to be appointed by the Office of Administration, one to be appointed by the Association 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 Association. 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 to this Agreement. The panel shall meet monthly for the purpose of adjusting grievances under this Section.

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

a. When one or more employees transfer into an established seniority unit and they have the same bargaining unit seniority as an already existing employee(s), the entering employee(s) shall fall behind the employee(s) in the seniority unit. If in the event two or more of the transferring employees have the same bargaining unit seniority, preferential rights shall be determined by lot among those employees entering the unit at the same time.

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

ARTICLE 28  
FURLOUGH PERIODS

The Employer acknowledges that its agencies should generally refrain from entering into new subcontracting agreements for services in an institution/boot camp, district or local area during periods of time when the agency's permanent full-time employees in that institution/boot camp, district or local area who normally perform that type of work are on furlough and eligible for recall. Unless precluded by an urgent need for the services, an agency will notify the Association prior to any variance from this policy and meet with the Association, upon request, to discuss the reason for the proposed subcontract and recommendations by the Association for alternative methods of providing such services.

ARTICLE 29  
UNIFORMS, CLOTHING AND EQUIPMENT

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

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

Section 3. All employees of the Department of Corrections except Corrections Community Center Monitors will be required to wear uniforms. Uniforms will be required at all institutions of the Department of Human Services unless the Employer and the employees at the institution by mutual agreement waive this requirement. The uniform will be selected and furnished by the Employer. The uniform selected shall not constitute a safety hazard. Smocks shall not be a uniform and employees shall not be required to wear smocks.

The Employer agrees to furnish uniforms, or replacement of such uniforms or part of such uniforms where work-related wear and tear reasonably necessitate replacement.

The Employer has phased out the practice of the Employer paying for dry cleaning, laundering, tailoring, altering or repairing of uniforms, and/or dry cleaning, laundering, tailoring,

altering, or repairing of uniforms on the same date as the new Corrections Officer uniform was phased in at the respective institution.

A statewide uniform committee will be established in the Department of Corrections to meet and discuss over the uniform design. The committee will consist of equal representatives of the Employer and the Association.

The uniform committee shall determine what the appropriate form and symbol of recognition is to be in order to recognize employees who have served for 10 and 20 years (e.g., a chevron) in the H-1 bargaining unit. The Committee's decision shall not be the subject of a grievance.

Uniform requirements are not to be confused with dress regulations required by the Employer.

Employees in this bargaining unit with the exception of Corrections Community Center Monitors shall receive a clothing allowance of \$450.

Section 4. a. The wearing of Department of Corrections issued protective vests while on duty shall be mandatory for all Department of Corrections H-1 staff who elect to be provided with a stab/slash resistant vest and shall be issued a vest that is within the effective warranty protection of the manufacturer. Such employees shall be required, as a term and condition of employment, to wear such a vest at all times while on duty. Those employees who do not choose to be issued a vest, shall neither receive one, nor be required to wear a vest while on duty.

b. Employees shall, at their option, be issued tee shirt type shells for the protective plates.

c. A Committee comprised of Commonwealth and Association members shall be created to consider and make recommendations regarding the selection of replacement protective vests.

d. Joint committees shall be established at each institution to identify and address local problems and issues with regard to the wearing of vests including exposure to heat and cold.

Vests provided by the Employer shall be worn during the workday. The Employer shall make reasonable accommodations on an institution-by-institution basis (mist rooms, air conditioning, relief, etc.) for physical impediments to the safe use of vests. Disputes regarding the application of these criteria shall be resolved by direct reference to the grievance and arbitration process set forth in Article 35 of this collective bargaining agreement.

ARTICLE 30  
DISCRIMINATION

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

ARTICLE 31  
ASSOCIATION BUSINESS

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

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

Association members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Association 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 Association.

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

Section 3. Local Association officers may select to credit time off for official Association business to combined leave or leave without pay. The officer may select either of the above methods without loss of seniority credit.

ARTICLE 32  
PEACE AND STABILITY

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

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

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

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

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

### ARTICLE 33 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 Association acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employe Relations Act and constitutes the entire agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

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

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

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

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

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

Section 8. Committees composed of representatives of the Association 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 committees shall be established on an institutional/boot camp basis as well as a statewide basis.

When the Association places an item on the agenda for a labor-management meeting, management will respond in writing. When management places an item on the agenda for a labor-management meeting, the Association will respond in writing.

The Department of Corrections shall supply the Association, upon its request, with statistics concerning the creation, abolishment, and reallocation of positions within this unit when such information is requested at the statewide labor-management committee meetings. The Department of Human Services shall supply like information when requested by the Association at local labor-management committee meetings.

Upon request of the Association, representatives of the Employer will meet and discuss with representatives of the Association on an institutional/boot camp or statewide basis to discuss policies of the Employer that affect wages, hours, terms and conditions of statewide employment as well as the impact thereon. It is understood that this provision includes policies and programs of the Employer on an institutional/boot camp or statewide basis that affect the safety and security of unit employees.

Section 9. Inter-city and inter-agency permanent transfers shall be made by agreement between the Employer and employee. An employee shall not be transferred to another institution/boot camp without the employee's consent.

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

Section 11. There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information is available for examination by

the employee. 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. An employee is entitled to have a representative with them while reviewing their own file. If there is any disagreement as to the contents of the personnel file, an employee shall have the right to submit a statement concerning any materials in the employee's file and any such statement shall then become part of their personnel file.

The Employer will purge all employees' personnel records of written reprimands and suspensions for minor work rule infractions two years from the date of issuance, except where there has been subsequent discipline for the same type of infraction.

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

Section 13. The Employer agrees to give the Association reasonable notice of planned major operational changes which materially affect an employee's hours of work or working conditions.

Section 14. During the term of this Agreement, upon the mutual agreement of the parties, joint committees may be established to study any matter dealing with labor-management problems.

Section 15. The Employer agrees that the reasons for a new sub-contracting agreement that will directly result in the furlough of employees will not be arbitrary or capricious.

Section 16. All letters of agreement signed by the Office of Administration in effect on July 1, 2001 shall remain in effect if applicable.

As soon as practicable after January 31, 2006, the parties shall meet in Joint Committee for the purpose of determining which side letters are to be terminated. The remaining side agreements shall be included as attachments to the agreement.

Section 17. In-service training that is required by the Employer is included in hours of work. The joint Labor-Management Apprenticeship Committee established in the Department of Corrections to review the training needs and appropriate compensation relating to training for employees in the Department of Corrections shall continue. The mission of the Apprenticeship Committee shall be expanded to include the review of the training needs of non-Corrections Officers within the bargaining unit. This will include an evaluation of the existing pre-service, in-service and on-the-job training. The Committee will develop a plan to address any training needs not currently being addressed.

A joint Labor-Management Apprenticeship Committee shall be established in the Department of Human Services to review the training needs and appropriate compensation relating to training for employees in the Department of Human Services.

Section 18. a. A Bid Post is a Corrections Officer post that is desirable because it involves considerably reduced and/or limited inmate contact and control and, consequently, involves less of the demands normally associated with exercising care, custody and/or control over inmates for an eight-hour shift. Additionally, the work hours and/or days of such positions may be those typically considered as premium (i.e. 8a.m.-4p.m., Monday through Friday), but not necessarily operated on those hours and/or days.

b. The Employer agrees to post any vacancy in a permanent job assignment (i.e., not involving promotion) 15 days prior to the filling of such vacancy unless an emergency requires a lesser period of time. Employees at an institution/boot camp who are in the eligible job classification will be given an opportunity to bid on such a vacancy and preference shall be granted onto the qualified senior bidder. Whenever the vacancy is filled by a person other than the most qualified senior eligible employee bidding on the job, the institution superintendent or his representative will explain to the most qualified senior eligible employee the reason for selecting a less senior person. A grievance under this Section may be pursued only through Step 2 of the H-1 Alternative Dispute Resolution Process and the decision of the Joint Committee shall be final and binding.

c. Institutions must have good reason(s) for the permanent removal of employees from their bid posts. Whenever an Institution has concerns about an Officer's performance in his/her bid post, a meeting will be held with that Officer to fully detail these concerns. After receiving input from the Officer and considering that input appropriately, the Officer will be fully appraised of what performance correction is necessary and by when the correction must be realized. If the correction is not realized by the specified date, another meeting will be held with the Officer. Again, the Officer's input will be solicited and considered and he/she will again be advised of the necessary correction, the date by which it must be realized and the advised failure to do so will result in removal from the post. During either or both meetings, the employee may elect to have Union Representation.

d. The procedure outlined in c. will not be employed in the event an emergency situation requires the Officer's temporary removal from post nor during those periods of inactivity (down time) which may be inherent to some posts. In either case, Officers can be assigned to a different post for the period of emergency or inactivity.

e. Where the Officer's action(s), or lack thereof, are so serious that they cannot be tolerated, he/she will be permanently removed from the post effective immediately. In the event of such removal, the Union retains the right to file a grievance and process it to Step 3 of the H-1 Alternative Dispute Resolution Process.

f. Furthermore, an employee may be removed from a bid post and disciplined for the same Rules infraction, provided there is a nexus between the Rules infraction and the duties of the bid post. An employee's removal from a bid post for a Rules infraction may be grieved through Step 3 of the H-1 Alternative Dispute Resolution Procedure. The issue to be decided is whether there is a rules infraction and if so, whether there is a nexus between the rules infraction and the duties of the bid post.

g. Existing positions satisfying the above criteria shall be mutually identified in writing by the parties at each institution within three months of this Award. Disputes regarding the application of this criteria shall be resolved by direct reference to the arbitration process set forth in this collective bargaining agreement. There shall be one state-wide grievance and arbitration proceeding to resolve all open issues regarding bid posts and existing positions.

h. In the event that a new position is created after the issuance of this award, and the parties are unable to agree whether the new position constitutes a bid post, the dispute will be resolved by submission to the grievance and arbitration process set forth in Article 35 of this collective bargaining agreement.

i. Notwithstanding any provision of this article, any Restricted Housing Unit post shall not be considered a Bid Post. The agreed upon designation of Control Center posts in effect as of the date of this Award shall be maintained in effect. Any institution without an agreement on the Control Center post shall resolve that issue in accordance with the provisions found in paragraph 7.

This article will supersede the January 21, 1988 and September 28, 1988 sideletters on Bid Posts.

Section 19. The dress of officers while on community details is left to the discretion of the Employer, which shall in all instances exercise due regard for the safety of both patients/inmates and employees.

The Employer, whenever possible, shall assign sufficient personnel (no less than a two-person detail unless such security does not warrant such personnel) to accompany inmates/patients outside the institution/boot camp and in the community.

Section 20. The Employer shall furnish written notification of inmate or patient charges against the employee at least 24 hours prior to the commencement of the proceedings. However, the Commonwealth shall have no requirement to furnish 24 hours advance written notification of inmate or patient charges in accordance with this section, when an allegation falls within the purview of the Prison Rape Elimination Act of 2003.

Section 21. a. If a bargaining unit member is charged with a criminal action arising from the performance of his/her duties, he/she shall select local counsel in consultation with the Commonwealth. The Commonwealth shall pay for the fees of such counsel to the extent the fees are in line with prevailing rates in the area.

b. If a bargaining unit member is a defendant in a civil suit arising from the performance of his/her duties, the Commonwealth shall immediately furnish counsel and defend the member.

c. The Commonwealth shall be responsible for judgments rendered against the member in job-related suits where the bargaining unit member has acted within the scope and responsibility of his/her office.

Section 22. The Employer must retain certain prerogatives which include but are not limited to the determination of the required employee complement. Due regard shall be given by the Employer in determining personnel needs to the safety of employees. The Association may invoke the provisions of the grievance procedure in the event it determines that assignments are made without due regard to safety. In the event that the Union should successfully challenge an action by the Employer as being in violation of this Section, the Arbitrator shall be empowered to enter such award as is necessary to remedy the violation, including the reinstatement of the status quo.

Section 23. Employees should be treated in a respectful manner which does not embarrass them or demean their dignity. The appropriate forum for incidents which are inconsistent with this principle shall be labor-management meetings under Article 33, Section 8.

Section 24. If an employee experiences an exposure as defined in Act 148 to an inmate's/patient's blood and body fluid, the employee and the Employer shall follow the procedures outlined in Act 148 of 1990. If such procedures require an employee to attempt to obtain a court order to obtain the HIV status of the inmate/patient, the Employer shall provide all legal assistance necessary to the employee, at no cost to the employee. An employee shall have the option of seeking outside medical attention in the event of any exposure at the Employer's expense.

Section 25. A Stress Management Program shall be given on a voluntary basis for one hour as part of the annual training program for Corrections Officers on an every other year basis. The current practice for the Stress Management training of Forensic Security Employees shall remain in effect.

Section 26. The Commonwealth shall provide fully paid coverage for six psychotherapy visits per contract year for each employee of this bargaining unit. The method of administering this coverage shall be jointly established consistent with the following criteria:

- a. The psychologist or psychiatrist used will be the employee's choice.
- b. The employee should experience no out-of-pocket expense.
- c. This coverage does not extend to dependents or spouses except as provided below.
- d. This coverage will not be used for visits covered under workers' compensation.

The Commonwealth shall provide up to six fully paid psychotherapy visits per contract year, subject to the criteria listed in Subsections a., b., c., and d. of this Section, for each spouse and legal dependent child of an employee in this bargaining unit who has been held hostage by an inmate or patient. This coverage will be in effect for a period of three years from the date of the hostage incident unless the psychologist or psychiatrist certifies the need for treatment beyond the three-year limitation.

The Commonwealth reserves the right to discuss the administration of this coverage during the term of this Agreement.

Section 27. A communicable disease committee shall be established to meet and attempt to resolve the issues of giving employees notice when inmates or patients have a communicable

disease, testing employees who have been exposed to a communicable disease, testing inmates and patients who have caused a possible exposure of an employee to a communicable disease, providing employees with the appropriate training and equipment to deal with patients and inmates who have a communicable disease and providing employees with the appropriate inoculations to protect employees in this unit.

Section 28. The Commonwealth and the Association agree that the Department of Corrections Drug and Alcohol Testing Program contained in Appendix E represents the results of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes a term and condition of employment for employees in this bargaining unit.

A committee comprised of Employer and Association representatives will meet to formulate rules, regulations and procedures to provide for drug and alcohol-free institutions/boot camps. The committee will address issues relating to employees, training of employees, inmates, visitors and security. Unresolved committee issues will be subject to arbitration.

Section 29. The parties agree that employees (Both DOC and DHS employees) are subject to the provisions of Appendix E. This policy will be consistent with the Department of Health and Human Services Policy as it pertains to listed drugs and the testing cut-off levels.

Searches of employees due to a positive reaction to drug interdiction equipment or a K-9 will be conducted in accordance with the existing Institution Security Policy, 6.3.22 within the Department of Corrections.

The Commonwealth and the Association agree the coverage of employees by the above referenced programs represents the results of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes a term and condition of employment for employees in this bargaining unit.

Section 30. Employees will be permitted to use up to four hours administrative leave per calendar year to donate blood. Blood donations will be made in accordance with Management Directive 530.21, Amended.

Section 31. Upon employee request, the Commonwealth shall notify the appropriate District Attorney of an inmate/patient assault upon an employee. This notification shall not prejudice the rights of any employee to pursue independent charges. Similarly, failure, inability, or unwillingness by an employee to request such notification shall not prejudice the Employer's right to pursue criminal charges against any inmate/patient.

Section 32. Policies concerning tobacco use at the work site, including prohibitions against tobacco use, may be established by the Commonwealth after meet and discuss with the Association.

Section 33. In the event that the Employer asserts an overpayment of wages or benefits provided by this agreement of more than \$100 has been made to any employee the Employer shall provide written notice of such overpayment to the employee and the Union and shall supply the

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

- a. The employee may elect to repay the debt in full in a single payment.
- b. The employee may voluntarily repay the debt by making payments of 15% or more of net pay per pay period. Net pay is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, social security and retirement contributions and pre-taxed health care contributions.
- c. If the payment of 15% of net pay is too severe, the employee may propose a payment plan after submitting documentation of hardship including total family income, assets, liabilities, number of dependents, total expenses for food, housing, clothing, transportation, medical care and any exceptional expenses. The employee then may submit an alternative payment plan through payroll deductions for approval by the Employer.

In any case the alternative payment shall not be less than 10% of net pay per pay period and for a repayment period of 26 pay periods or less. The Office of Administration shall have the sole right to approve such alternative payment plans.

#### ARTICLE 34 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

Upon request of the Association, a committee composed of an equal number of Management and Association representatives shall be established to review compliance with the Commonwealth's Equal Employment Opportunity Program at those institutions/boot camps in the Department of Corrections of concern to the Association.

ARTICLE 35  
H-1 ALTERNATIVE DISPUTE RESOLUTION PROCESS  
GRIEVANCES AND ARBITRATION

Section 1. An employee who has the right to process a grievance through either the contract grievance procedure provided herein or through the Pennsylvania Civil Service Commission may only pursue one such remedy. If the employee files an appeal with the Commission, and through the contract grievance procedure, the contract grievance procedure shall be automatically suspended and the employee and Association advised in writing of the dual filing. If the employee fails to withdraw the appeal to the Pennsylvania Civil Service Commission within ten days of such notification, the grievance shall be considered to have been withdrawn and shall not be further prosecuted. Nothing herein shall be construed to extend the time limits for filing a grievance.

All grievances submitted in accordance with this article must state the article(s) and section(s) of the collective bargaining agreement that was allegedly violated and provide a short description of the alleged violation. If not, the grievance will be considered withdrawn.

Section 2. Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Agreement shall be settled utilizing Steps 1, 2 and 3 below:

**Step 1.** The employee, either alone, or accompanied by the Association Representative, or the Association Representative, where entitled, shall present the grievance in writing to the respective institutional/boot camp representative or official Agency designee within 15 working days of the date of the occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence.

The parties agree the respective institutional/boot camp representative or official Agency designee and the Association counterpart must schedule and meet on a monthly Step 1 basis, if necessary, in order to attempt to resolve all outstanding grievances. Grievances regarding "Just Cause" for discharge, involuntary demotion, suspension and reprimands must be submitted at least five working days prior to the pre-scheduled Step 1 meeting. Grievances involving "contract interpretation" must be submitted at least 15 working days prior to the pre-scheduled Step 1 meeting. These periods may be modified by mutual agreement of the parties. At the Step 1 meeting, the parties will advise each other 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. Where special circumstances require confidential and/or security related information not be disclosed at the institutional/boot camp level at that time, the case will be handled in accordance with the "Security Related Disclosure Procedures" which have been established.

Any agreed upon final settlement of a grievance reached at Step 1 shall be reduced to writing and signed by the Association, and respective institutional/boot camp representative or official Agency designee. Decisions at Step 1 shall not be used as a precedent for any subsequent case. Step 1 settlements will not add to, subtract from nor modify the provisions of this Agreement.

After the Step 1 meeting has been held and the then known and to be relied on information

discussed, the respective institutional/boot camp representative or official Agency designee must, if the case is not settled at this point, make a written disposition of the matter to the Association within five working days from the date of the Step 1 meeting.

**Step 2.** If the disposition of the matter by the respective institutional/boot camp representative or official designee is not satisfactory, or a response has not been received from Step 1, the Association shall have 15 working days after the Commonwealth's response is received or due, to appeal the decision by filing its grievance with one of the two Joint Committees for the H-1 Alternative Dispute Resolution Process referred to in Rule 1 of the attached Rules of Procedure. Such submission shall be made in writing and shall be filed in accordance with the established procedures. The PSCOA will provide the Office of Administration Bureau of Employee Relations an electronic copy of the grievance summary for which all required information is provided for placement on the monthly docket sheet. In addition, the PSCOA will provide the OA-BER, DOC and DHS access to a secure link on the PSCOA website for reviewing grievance packets.

Failure of the Association to submit grievances to the appropriate Joint Committee within the 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 will 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.

For Discharge grievances, neither Management nor the Association will have a postponement to take. Postponements at Step 2 will only be granted by the Committee.

Decisions of a Joint Committee are final and binding and shall not operate as a precedent for contractual interpretation matters.

The Committee at Step 2 shall have the right to hear testimony from both parties, investigate all facts and render a final and binding decision. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

The Committee shall neither add to, subtract from, nor modify the provisions of this Agreement. The Committee shall be confined to the precise issue submitted and shall have no authority to determine any other issues not so submitted. If the Joint Committee is unable to reach a decision of majority vote, the matter will be considered "deadlocked".

## STATEWIDE GRIEVANCES

The Association shall present grievances concerning statewide actions directly to the Office of Administration, Bureau of Employee Relations for docketing to the Class Action Statewide Grievance Review Committee (the "Committee") within 15 working days of the date of the occurrence giving rise to the dispute, or the date when the Association knew or by reasonable diligence should have known of its occurrence.

The parties shall exchange all known information relevant to the grievance no later than 20 working days prior to the Class Action Statewide Grievance Review Committee meeting during which the grievance is scheduled to be heard.

Meeting dates for the Committee shall be established by mutual agreement between the Association and the Office of Administration. Meeting dockets shall be prepared by the Office of Administration and sent to the Association and the affected agency 30 working days prior to the scheduled meeting date.

Decisions of the Committee are final and binding and shall operate as precedent unless agreed otherwise.

The Bureau of Employee Relations staff shall prepare the 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 decision shall be mailed to the Association and to the Departments of Corrections and Human Services. Such minutes will be approved at the next meeting of the Committee and will form the official record of the Committee action.

**Step 3.** An appeal from a deadlocked decision at Step 2, or the Class Action Statewide Grievance Review Committee may be initiated by the Association, by written notice of the intent to proceed to arbitration. This notice must be sent within 15 working days after the deadlocked decision from Step 2 or the Class Action Statewide Grievance Review Committee to the Office of Administration, Bureau of Employee Relations, 404 Finance Building, Harrisburg, PA 17120, and the affected Commonwealth agency (Division of Labor Relations).

Grievances requested for arbitration in accordance with Step 3. above and not scheduled within three years from said date, will be considered withdrawn.

## ARBITRATION

### Rules for Arbitration and Review Process

1. The Parties will mutually agree on a list of 8 impartial arbitrators.
2. The Arbitrators chosen by the parties shall serve on the panel for a term of two years. Subsequent terms will be determined by the parties.
3. If either side desires to remove an arbitrator from the panel they shall serve notice 30 days prior to the other side along with the name of the Arbitrator and specifics as to why they desire to remove said arbitrator from the panel. Upon receipt of this service the parties will attempt to mutually agree on a replacement Arbitrator within 15 days. If the parties are unable to mutually agree on a replacement Arbitrator, the receiving side shall furnish the names of four Impartial Arbitrators to the party initiating the removal of a panel Arbitrator. The replacement Arbitrator will be chosen from among those four names by the removing party.

4. The parties will conduct monthly grievance review/scheduling meetings of those grievances that Association has requested be scheduled for arbitration.
5. The Association as the moving party shall furnish a list of grievances they desire to schedule for Arbitration to the Office of Administration no less than one calendar week prior to the review meeting.
6. The scheduling of cases into the arbitration calendar will be in the following order; Termination, Discipline and then Contract Interpretation unless mutually agreed otherwise.
7. The parties agree that due to geographical locations of institutions and arbitrators, the scheduling of cases may be altered from the order above.

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 at either Step 2 Joint Committee, Statewide Grievance Review Committee or by the arbitrator shall be final and binding on both parties. The arbitrator shall be required to issue a decision within 30 days after the close of the hearing.

While the arbitrator's notes shall remain the official record of the proceeding, either party may tape record the arbitration proceeding upon providing notice of the recording to the opposing party and the arbitrator. The taping party shall, upon request, provide a copy of the tape to the non-taping party.

#### TIME LIMITS

Working days as referred to throughout Section 2 will exclude holidays and Saturdays/Sundays.

All of the time limits contained in Sections 1 and 2 may be extended by mutual written agreement. The granting of any extension at any step shall not be deemed to establish precedence.

#### 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 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 the postponement results in a settlement of the grievance in which event the

postponement charge shall be divided between the parties.

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

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

Section 3. a. All disputes regarding Heart and Lung/Act 534/Act 632 benefits shall be considered a “grievance” within the meaning of this Article and shall be resolved by the utilization of the procedure contained herein.

The Parties will provide 30 days notice of what cases will be scheduled for hearings and the OA-BER will prepare a docket.

b. The number of arbitrators on the Panel will increase to three. Jane Desimone, Lynne Mountz and Frank Fisher shall serve as the neutral Arbitrators. All three shall rotate as the neutral arbitrator by equally splitting, as much as possible, the arbitration hearings. Each arbitrator will provide two hearing days per month. Should the arbitration caseload no longer require six hearing days per month, the Parties will mutually agree on a new schedule necessary to handle pending cases in a timely manner.

Effective January 1, 2018, the HLA Panel will consist of three arbitrators selected by the procedure set forth below in subsection e. There will be four hearing days per month and three arbitrators to cover the hearing days. All three arbitrators will rotate through the schedule (i.e. Day 1 = Mountz, Day 2 = Fisher, Day 3 = Desimone, Day 4 = Mountz, etc.).

Each Party will have three hearing slots per hearing day in which to list cases for a total of six hearings per day and 24 hearings slots per month. Three cases will be listed to begin at 9:30 a.m., and three cases will be listed at 1:00 p.m. Cases will be heard in filing date order, unless an alternative method of selection is mutually agreed upon by the parties.

Should the arbitration caseload no longer require four hearing days per month, the Parties will mutually agree on a new schedule necessary to handle pending cases in a timely manner.

The Parties will continue to assign cases to the arbitration dates as agreed by current practice.

Continuances that result in a full day cancellation fee will be paid by the party making the request.

c. The arbitrators will individually preside over all disputes arising under the Heart and Lung Act/Act 534/Act 632, including any appeal of a denial of benefits and any request to terminate benefits.

d. Effective July 1, 2007 and upon the anniversary of that date each year thereafter, either party may remove a designated arbitrator by giving written notice to the other not less than 60 days prior thereto.

e. In the event that an arbitrator is removed from the Panel as provided herein, the parties shall attempt to agree upon a replacement neutral arbitrator. If agreement on a replacement arbitrator cannot be reached within 30 days, the receiving side shall furnish the names of four Impartial Arbitrators to the party initiating the removal of a panel Arbitrator. The replacement Arbitrator will be chosen from among those four names by the removing party.

Section 4. An employee shall be permitted to have a representative of the Association present at Step 1; subject, however, to Section 606, Article VI of the Public Employe Relations Act.

Upon request by an employee or Association representative, a grievance meeting will be postponed or rescheduled, if necessary, if an Association Representative is temporarily unavailable to the employee.

#### STEWARDS

Employees selected by the Association to act as Association representatives shall be known as stewards. The Association shall furnish the Commonwealth with the names and work locations of grievance representatives and shall notify the Commonwealth of any change.

#### LOST TIME

A reasonable number of witnesses, when required to attend Joint Committee meetings because of the Commonwealth's refusal to accept that witness' written statement, as provided in these rules, shall be allowed to attend a grievance meeting without loss of pay.

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

Section 5. The Joint Committee will function under the Rules of Procedure contained in Appendix D.

Section 6. The Commonwealth and the PSCOA shall meet yearly to review the grievance procedure. The procedure can be modified at any time by written agreement between the parties.

### ARTICLE 36 SAFETY AND HEALTH

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

Section 2. The Employer agrees to inform the local Association, as soon as possible, when representatives of the Bureau of Occupational and Industrial Safety, Department of Labor & Industry, or other state or federal agencies involved in the establishment or enforcement of laws concerning or affecting the health and safety of employees working in state-owned or leased buildings are on the premises for an inspection. A designated Association steward located on the premises shall be allowed to accompany such representatives on inspection tours of the work site to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of such regulatory agencies who are at the work site for the purpose of safety inspections, the Employer agrees to inform the local Association.

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

Section 4. The Employer will take appropriate action to protect its employees from injury while at work in any buildings owned or leased by the Commonwealth. Where clear and present hazardous conditions exist at a work site, the Employer shall post appropriate warning signs and take immediate action to abate the hazard.

Section 5. The Employer agrees to advise the local Association of the identity of all patients/inmates who have a communicable disease or are suspected of having a communicable disease.

Section 6. Upon written request, the local Association shall be provided with copies of statistical reports concerning work-related accidents.

Section 7. The Employer agrees to establish a health and safety committee at each work location. The committee shall be composed of an equal number of representatives of the Association and the Employer. The purpose of the committee shall be to investigate present or potential safety hazards and to make recommendations for corrective action. Unless otherwise agreed by the parties, the committees shall meet once each quarter unless a clear and present danger situation warrants a special meeting. The committee shall establish its own operating procedures. However, Association representatives on the committee shall be given a reasonable amount of time during working hours to investigate safety and health hazards brought to the committee and to serve on this committee.

## ARTICLE 37 SUCCESSORS

In the event the Employer sells, leases, transfers or assigns any of its facilities to other political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff, furlough, or termination of employees covered by this bargaining agreement, the Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer. The Employer shall notify the Association in writing at least 90 days in advance of any such sale, lease, transfer, or assignment.

ARTICLE 38  
POLITICAL ACTION COMMITTEE AND OTHER DEDUCTIONS

Section 1. Political Action Committee Deductions

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

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

c. The Association shall reimburse the Employer for the Employer's actual cost for the expenses incurred in administering this Article.

Section 2. Other Voluntary Deductions

a. The Employer will provide one payroll slot to the PSCOA to be used for a voluntary deduction program. The voluntary deduction shall be for a single rate and a single carrier which shall be certified to the Employer by the Association.

b. Prior to the expiration of this Agreement, the parties shall work to transition the payroll slot currently used for Corrections USA to be used instead for a voluntary deduction program for membership in the Corrections Peace Officers Foundation. The voluntary deduction shall be at a uniform rate, which shall be certified to the Employer by the Association.

c. The Employer agrees to deduct the certified amount from the pay of those employees who individually request in writing that such deduction be made. The employee's written authorization for the deduction shall contain the employee's name, employee number, agency in which employed, work location (institution/boot camp or corrections community center), Association name and local.

d. The Employer's only obligation under this Section will be to deduct the single rate from the regular bi-weekly salary and wages of employees who have requested the deduction through written authorization provided for in Subsection a. and b. above and to electronically transmit the aggregate amount together with an itemized statement to PSCOA's chosen program carrier by the last day of the succeeding month, after such deductions are made. The Employer shall not be required to provide additional reports or other information either to the carrier or to PSCOA.

Section 3. The Association 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 39  
BARGAINING UNIT WORK

Section 1. The Employer shall not contract/assign H-1 bargaining unit work to independent contractors, consultants or other non-H-1 bargaining unit state employees where such contract/assignment would result in the layoff or downgrading of an employee or prevent the return to work of an available, competent employee except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service.

Section 2. The Employer shall not contract/assign H-1 bargaining unit work which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee to independent contractors, consultants or other non-H-1 bargaining unit state employees except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service.

Section 3. This Agreement will not be construed so as to prevent managerial, supervisory or other non-H-1 bargaining unit state employees from performing H-1 bargaining unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the Employer or maintain the Employer's standard of service.

Section 4. The Employer shall provide the Association with as much advanced notice as possible of a proposed contract/assignment of H-1 bargaining unit work outside the H-1 bargaining unit.

Section 5. At each site where a proposed contract/assignment is to occur, local labor/management committees shall meet and discuss over the reasons for the assignment. At this time, the Employer shall provide to the Association all information it has to support a claim of reasonable cost savings or improved service. The Association 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 the PSCOA, the Agency and the Office of Administration. Should the parties be unable to resolve the issue, the Association 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 Association acknowledge the above represents the results of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of bargaining unit work.

ARTICLE 40  
PSCOA SCHOLARSHIP FUND

Section 1. PSCOA Scholarship Fund

a. As soon as practicable after January 31, 2006, the Commonwealth shall deposit Twenty-Five Thousand Dollars (\$25,000.00) into an interest-bearing account to be used for the purpose of providing scholarship assistance to state-related schools for dependents of employees in this bargaining unit who were killed in the line of duty on or after July 1, 2005. Beginning July 1, 2006 and each July thereafter, the Commonwealth will deposit additional money into the account to replace money expended to a maximum of \$25,000 in a fiscal year, in order to ensure that the account maintains a balance of \$25,000.

The recipient, nature and amount of such assistance shall be determined in accordance with this Article by a committee composed of one representative from the Association and one designated by the Commonwealth.

b. Definitions

(1) "Eligible dependent" means the spouse, child, stepchild or legally adopted child of an employee killed in the line of duty who qualifies as a dependent under IRS guidelines.

(2) "State-related" schools shall mean the following Pennsylvania institutions of higher learning: Pennsylvania State University, University of Pittsburgh, Temple, Lincoln, Bloomsburg, California, Cheyney, Clarion, East Stroudsburg, Edinboro, Indiana, Kutztown, Lock Haven, Mansfield, Millersville, Shippensburg, Slippery Rock or West Chester Universities.

(3) "Killed in the line of duty" means any employee whose death is attributable to work-related circumstances and approved under Act 101-102 of 1981 and the Public Safety Officers Benefit Act of 1976.

(4) "Full-time student" shall mean a minimum course work load of at least 12 credit hours per semester.

(5) "Approved program of higher education" shall mean scholarship assistance for enrollment in a degree program at a state-related school for eight semesters or the completion of a Baccalaureate degree, whichever occurs sooner.

c. Scholarship Assistance for Eligible Dependents

Scholarship assistance shall be afforded to eligible dependents who are full-time students enrolled in an approved program of higher education at a state-related school within the Commonwealth. The student must meet admission requirements, must be accepted under the current admissions policy for course work and must remain in good academic standing at the completion of each semester, as defined by the institution of attendance.

As a prerequisite to approving any assistance, students must execute a waiver with the institution for the Committee to be provided with a copy of the transcript of grades upon the completion of each semester.

d. Amount of Scholarship

Scholarships awarded by the Committee will supplement available grants to the student and shall not exceed the cumulative total of tuition and fees of \$1,000 per semester or up to \$2,000 per academic year, whichever is the lesser.

Before becoming eligible for scholarship assistance, the student must apply for and declare all state and financial aid grants and authorize the Committee to receive and review any financial aid transcripts on file with the institution.

e. Miscellaneous

Further implementation and interpretation of the guidelines enumerated herein are reserved to the Committee. The Committee reserves the right to change or amend the program subject to adequate notice which shall be distributed to all employees. The determination of the Committee regarding interpretation of the guidelines is final.

## ARTICLE 41 LEAVE DONATION PROGRAM

Section 1. Effective April 1, 2006, the Commonwealth will implement and administer a Leave Donation Program. Permanent employees may donate combined 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 or combined leave available, subject to the limitations in Article 10, Section 16.

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, foster 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. Combined leave, 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 combined leave, sick, holiday, and compensatory leave and all anticipated combined 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 combined leave, holiday, and compensatory leave and all anticipated combined leave for the current leave calendar year must be used. All of the employee's sick family allowance must be used in accordance with Article 10, Section 20.

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 combined 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 combined leave to an employee within the donor's agency who meets the requirements of the Leave Donation Program. Donations may be made to multiple employees, as long as the minimum donation is made to each employee.

b. Donations must be made in increments of one day (7.5 or 8.0 hours), but not more than five days can be donated to any one employee in the same leave calendar year. The donor's combined leave balance after donation cannot be less than the equivalent of five workdays of leave (37.5 or 40.0 hours). Anticipated combined 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 combined 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 10, Section 16.

Section 4. The provisions of this Article are not grievable under Article 35 of this Agreement.

Section 5. Notwithstanding the requirement in Sections 1 and 3 of this Article that combined leave, annual and personal leave donations be from a permanent employee in the employee's agency, in the event that an employee does not receive sufficient donations from employees within the employee's own agency, the employee needing donations will be permitted to seek donations from permanent employees in other agencies under the Governor's jurisdiction within a reasonable geographic distance through the requesting employee's designated local Human Resource contact. An exception to the reasonable geographic distance limitation will be allowed for relatives of the employee who wish to make donations.

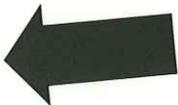
ARTICLE 42  
TERM AND TERMINATION

This Agreement shall be effective July 1, 2020 except where the award specifically provides 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, 2021. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employes Relations Act.

6-30-2020  
DATE

COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA STATE  
CORRECTIONS OFFICERS  
ASSOCIATION



Michael Newsome  
Secretary of Administration

Larry Blackwell  
President, PSCOA

**APPENDIX A**

**CLASSIFICATION TITLES**

<u>CLASS CODE</u>	<u>CLASS TITLES</u>	<u>PAY RANGE</u>
30100	Forensic Security Employee Trainee	34
30110	Forensic Security Employee 1	35
30120	Forensic Security Employee 2	37
42872	Corrections Commissary Clerk	30
42874	Corrections Stock Clerk	32
47200	Corrections Officer Trainee	34
47210	Corrections Officer 1	35
47220	Corrections Officer 2	37
47280	Corrections Utility Plant Operator	35
47290	Corrections Plant Mechanic	35
47320	Corrections Community Center Monitor	30
47613	Corrections Records Specialist	35
69510	Corrections Equipment Operator	35
81510	Corrections Food Service Instructor	35
93470	Corrections Locksmith	35
98200	Corrections Wood Furniture Factory Foreman	37
98220	Corrections Mattress Factory Foreman 1	37
98230	Corrections Soap Detergent Factory Foreman 1	37
98290	Corrections Garment Factory Foreman 1	37
98295	Corrections Optical Lab Factory Foreman	37
98300	Corrections Metal Products Factory Foreman 1	37
98310	Corrections Printing Shop Foreman 1	37
98340	Corrections Laundry Plant Foreman 1	37
98345	Corrections General Industries Factory Foreman 1	37
98550	Corrections Laundry Foreman	32
98560	Corrections Maintenance Foreman	35
98570	Corrections Water Treatment Plant Foreman	35
98580	Corrections Wastewater Treatment Plant Foreman	35
98800	Corrections Automotive Mechanic Trade Instructor	37
98810	Corrections Barber Instructor	37
98812	Corrections Barber Manager	35
98820	Corrections Carpentry Trade Instructor	37
98830	Corrections Welding Trade Instructor	37
98850	Corrections Plumbing Trade Instructor	37
98870	Corrections Machinist Trade Instructor	37
98880	Corrections Masonry Trade Instructor	37
98890	Corrections Painting Trade Instructor	37
98910	Corrections Shoe Repair Trade Instructor	37
98920	Corrections Sheet Metal Trade Instructor	37

98930	Corrections Cosmetology Instructor	37
98950	Corrections Refrigeration Mechanic Trade Instructor	37
98960	Corrections Construction Equip. Operator Instructor	37
98970	Corrections Electrical Trade Instructor	37
98980	Corrections Electronics Trade Instructor	37

COMMONWEALTH OF PENNSYLVANIA  
CORRECTIONS OFFICERS/FORENSIC SECURITY EMPLOYEES PAY SCHEDULE  
EFFECTIVE JULY 1, 2020  
PAY SCALE TYPE CO

PAY SCALE GROUP CO29

LONGEVITY LEVEL	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K
5 YEARS A OR BIWEEKLY LESS ANNUAL*	16.91 1,352.80 35,281	17.69 1,415.20 36,908	18.50 1,480.00 38,598	19.07 1,525.60 39,788	19.66 1,572.80 41,019	20.24 1,619.20 42,229	20.83 1,666.40 43,460	21.55 1,724.00 44,962	22.23 1,778.40 46,381	23.03 1,842.40 48,050	24.03 1,922.40 50,136
OVER 5 YEARS B OR BIWEEKLY ANNUAL*	17.76 1,420.80 37,054	18.57 1,485.60 38,744	19.43 1,554.40 40,539	20.02 1,601.60 41,770	20.64 1,651.20 43,063	21.25 1,700.00 44,336	21.87 1,749.60 45,630	22.63 1,810.40 47,215	23.34 1,867.20 48,697	24.18 1,934.40 50,449	25.23 2,018.40 52,640
OVER 6 YEARS C OR BIWEEKLY ANNUAL*	17.92 1,433.60 37,388	18.75 1,500.00 39,120	19.61 1,568.80 40,914	20.21 1,616.80 42,166	20.84 1,667.20 43,481	21.45 1,716.00 44,753	22.08 1,766.40 46,068	22.84 1,827.20 47,653	23.56 1,884.80 49,156	24.41 1,952.80 50,929	25.47 2,037.60 53,141
OVER 7 YEARS D OR BIWEEKLY ANNUAL*	18.09 1,447.20 37,743	18.93 1,514.40 39,496	19.80 1,584.00 41,311	20.40 1,632.00 42,563	21.04 1,683.20 43,898	21.66 1,732.80 45,191	22.29 1,783.20 46,506	23.06 1,844.80 48,112	23.79 1,903.20 49,635	24.64 1,971.20 51,409	25.71 2,056.80 53,641
OVER 8 YEARS E OR BIWEEKLY ANNUAL*	18.26 1,460.80 38,098	19.11 1,528.80 39,871	19.98 1,598.40 41,686	20.60 1,648.00 42,980	21.23 1,698.40 44,294	21.86 1,748.80 45,609	22.50 1,800.00 46,944	23.27 1,861.60 48,551	24.01 1,920.80 50,094	24.87 1,989.60 51,889	25.95 2,076.00 54,142
OVER 9 YEARS F OR BIWEEKLY ANNUAL*	18.43 1,474.40 38,452	19.28 1,542.40 40,226	20.17 1,613.60 42,083	20.79 1,663.20 43,376	21.43 1,714.40 44,712	22.06 1,764.80 46,026	22.70 1,816.00 47,361	23.49 1,879.20 49,010	24.23 1,938.40 50,553	25.10 2,008.00 52,369	26.19 2,095.20 54,643
OVER 10 YEARS G OR BIWEEKLY ANNUAL*	19.11 1,528.80 39,871	19.97 1,597.60 41,665	20.86 1,668.80 43,522	21.48 1,718.40 44,816	22.13 1,770.40 46,172	22.77 1,821.60 47,507	23.42 1,873.60 48,863	24.21 1,936.80 50,512	24.96 1,996.80 52,077	25.84 2,067.20 53,913	26.94 2,155.20 56,208
OVER 11 YEARS H OR BIWEEKLY ANNUAL*	19.28 1,542.40 40,226	20.15 1,612.00 42,041	21.05 1,684.00 43,919	21.68 1,734.40 45,233	22.33 1,786.40 46,589	22.98 1,838.40 47,945	23.63 1,890.40 49,302	24.43 1,954.40 50,971	25.19 2,015.20 52,556	26.07 2,085.60 54,392	27.18 2,174.40 56,708
OVER 12 YEARS I OR BIWEEKLY ANNUAL*	19.45 1,556.00 40,580	20.33 1,626.40 42,417	21.24 1,699.20 44,315	21.87 1,749.60 45,630	22.53 1,802.40 47,007	23.18 1,854.40 48,363	23.84 1,907.20 49,740	24.65 1,972.00 51,430	25.41 2,032.80 53,015	26.31 2,104.80 54,893	27.43 2,194.40 57,230
OVER 13 YEARS J OR BIWEEKLY ANNUAL*	19.63 1,570.40 40,956	20.51 1,640.80 42,792	21.42 1,713.60 44,691	22.07 1,765.60 46,047	22.74 1,819.20 47,445	23.39 1,871.20 48,801	24.06 1,924.80 50,199	24.87 1,989.60 51,889	25.64 2,051.20 53,495	26.54 2,123.20 55,373	27.67 2,213.60 57,731
OVER 14 YEARS K OR BIWEEKLY ANNUAL*	19.80 1,584.00 41,311	20.69 1,655.20 43,168	21.61 1,728.80 45,087	22.26 1,780.80 46,443	22.94 1,835.20 47,862	23.60 1,888.00 49,239	24.27 1,941.60 50,637	25.09 2,007.20 52,348	25.87 2,069.60 53,975	26.78 2,142.40 55,874	27.92 2,233.60 58,252
OVER 15 YEARS L OR BIWEEKLY ANNUAL*	19.98 1,598.40 41,686	20.87 1,669.60 43,543	21.80 1,744.00 45,484	22.46 1,796.80 46,861	23.14 1,851.20 48,279	23.81 1,904.80 49,677	24.48 1,958.40 51,075	25.31 2,024.80 52,807	26.09 2,087.20 54,434	27.01 2,160.80 56,354	28.16 2,252.80 58,753

COMMONWEALTH OF PENNSYLVANIA  
CORRECTIONS OFFICERS/FORENSIC SECURITY EMPLOYEES PAY SCHEDULE  
**EFFECTIVE JULY 1, 2020**  
PAY SCALE TYPE CO

**PAY SCALE GROUP CO29**

LONGEVITY LEVEL	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K
OVER 16 YEARS	20.15 HOURLY 1,612.00 BIWEEKLY 42,041 ANNUAL*	21.05 1,684.00 1,759.20 43,919	21.99 1,759.20 1,834.40 45,880	22.65 1,812.00 1,887.20 47,257	23.34 1,867.20 1,942.40 48,697	24.01 1,920.80 1,996.00 50,094	24.70 1,976.00 2,051.20 51,534	25.53 2,042.40 2,117.60 53,266	26.32 2,105.60 2,180.80 54,914	27.25 2,180.00 2,255.20 56,854	28.41 2,272.80 2,347.20 59,275
OVER 17 YEARS	20.32 HOURLY 1,625.60 BIWEEKLY 42,396 ANNUAL*	21.24 1,699.20 1,773.60 44,315	22.18 1,774.40 1,848.80 46,276	22.85 1,828.00 1,902.40 47,674	23.54 1,883.20 1,957.60 49,114	24.22 1,937.60 2,012.00 50,533	24.91 1,992.80 2,067.20 51,972	25.75 2,060.00 2,134.40 53,725	26.55 2,124.00 2,198.40 55,394	27.48 2,198.40 2,272.80 57,334	28.65 2,292.00 2,366.40 59,775
OVER 18 YEARS	20.50 HOURLY 1,640.00 BIWEEKLY 42,771 ANNUAL*	21.42 1,713.60 1,788.00 44,691	22.37 1,789.60 1,864.00 46,673	23.05 1,844.00 1,918.40 48,092	23.74 1,899.20 1,973.60 49,531	24.43 1,954.40 2,028.80 50,971	25.12 2,009.60 2,084.00 52,410	25.97 2,077.60 2,152.00 54,184	26.77 2,141.60 2,216.00 55,853	27.72 2,217.60 2,292.00 57,835	28.90 2,312.00 2,387.20 60,297
OVER 19 YEARS	20.67 HOURLY 1,653.60 BIWEEKLY 43,126 ANNUAL*	21.60 1,728.00 1,802.40 45,066	22.56 1,804.80 1,879.20 47,069	23.24 1,859.20 1,933.60 48,488	23.94 1,915.20 1,989.60 49,948	24.63 1,970.40 2,044.80 51,388	25.34 2,027.20 2,101.60 52,869	26.19 2,095.20 2,169.60 54,643	27.00 2,160.00 2,234.40 56,333	27.95 2,236.00 2,310.40 58,315	29.14 2,331.20 2,405.60 60,798
OVER 20 YEARS	20.87 HOURLY 1,669.60 BIWEEKLY 43,543 ANNUAL*	21.80 1,744.00 1,818.40 45,484	22.78 1,822.40 1,896.80 47,528	23.46 1,876.80 1,951.20 48,947	24.17 1,933.60 2,008.00 50,428	24.86 1,988.80 2,063.20 51,868	25.57 2,045.60 2,120.00 53,349	26.44 2,115.20 2,190.00 55,164	27.25 2,180.00 2,254.80 56,854	28.21 2,256.80 2,331.60 58,857	29.41 2,352.80 2,427.60 61,361
OVER 21 YEARS	21.04 HOURLY 1,683.20 BIWEEKLY 43,898 ANNUAL*	21.99 1,759.20 1,833.60 45,880	22.97 1,837.60 1,912.00 47,925	23.66 1,892.80 1,967.20 49,364	24.37 1,949.60 2,024.00 50,846	25.07 2,005.60 2,080.00 52,306	25.79 2,063.20 2,137.60 53,808	26.66 2,132.80 2,207.20 55,623	27.48 2,198.40 2,272.80 57,334	28.45 2,276.00 2,350.40 59,358	29.66 2,372.80 2,447.20 61,883
OVER 22 YEARS	21.22 HOURLY 1,697.60 BIWEEKLY 44,273 ANNUAL*	22.17 1,773.60 1,848.00 46,255	23.16 1,852.80 1,927.20 48,321	23.85 1,908.00 1,982.40 49,761	24.57 1,965.60 2,040.00 51,263	25.28 2,022.40 2,096.80 52,744	26.00 2,080.00 2,154.40 54,246	26.88 2,150.40 2,224.80 56,082	27.71 2,216.80 2,291.20 57,814	28.68 2,294.40 2,368.80 59,838	29.90 2,392.00 2,468.00 62,383
OVER 23 YEARS	21.39 HOURLY 1,711.20 BIWEEKLY 44,628 ANNUAL*	22.35 1,788.00 1,862.40 46,631	23.35 1,868.00 1,942.40 48,717	24.05 1,924.00 1,998.40 50,178	24.77 1,981.60 2,056.00 51,680	25.49 2,039.20 2,113.60 53,182	26.21 2,096.80 2,171.20 54,685	27.10 2,168.00 2,242.40 56,541	27.93 2,234.40 2,308.80 58,273	28.92 2,313.60 2,388.00 60,339	30.15 2,412.00 2,487.20 62,905
OVER 24 YEARS	21.56 HOURLY 1,724.80 BIWEEKLY 44,983 ANNUAL*	22.53 1,802.40 1,876.80 47,007	23.54 1,883.20 1,957.60 49,114	24.24 1,939.20 2,013.60 50,574	24.97 1,997.60 2,072.00 52,097	25.69 2,055.20 2,129.60 53,600	26.42 2,113.60 2,188.00 55,123	27.32 2,185.60 2,260.00 57,000	28.16 2,252.80 2,327.20 58,753	29.15 2,332.00 2,406.40 60,819	30.39 2,431.20 2,505.60 63,406
OVER 25 YEARS	21.74 HOURLY 1,739.20 BIWEEKLY 45,358 ANNUAL*	22.71 1,816.80 1,891.20 47,382	23.73 1,898.40 1,972.80 49,510	24.44 1,955.20 2,029.60 50,992	25.18 2,014.40 2,088.80 52,536	25.90 2,072.00 2,146.40 54,038	26.64 2,131.20 2,205.60 55,582	27.54 2,203.20 2,277.60 57,459	28.39 2,271.20 2,345.60 59,233	29.39 2,351.20 2,425.60 61,319	30.64 2,451.20 2,525.60 63,927
OVER 26 YEARS	21.91 HOURLY 1,752.80 BIWEEKLY 45,713 ANNUAL*	22.89 1,831.20 1,905.60 47,758	23.91 1,912.80 1,987.20 49,886	24.63 1,970.40 2,044.80 51,388	25.38 2,030.40 2,104.80 52,953	26.11 2,088.80 2,163.20 54,476	26.85 2,148.00 2,222.40 56,020	27.76 2,220.80 2,295.20 57,918	28.61 2,288.80 2,363.20 59,692	29.62 2,369.60 2,444.00 61,799	30.88 2,470.40 2,545.20 64,428
OVER 27 YEARS	22.09 HOURLY 1,767.20 BIWEEKLY 46,089 ANNUAL*	23.08 1,846.40 1,920.80 48,154	24.10 1,928.00 1,992.40 50,282	24.83 1,986.40 2,060.80 51,805	25.58 2,046.40 2,120.80 53,370	26.31 2,104.80 2,179.20 54,893	27.06 2,164.80 2,239.20 56,458	27.98 2,238.40 2,312.80 58,377	28.84 2,307.20 2,381.60 60,172	29.86 2,388.80 2,463.20 62,300	31.13 2,490.40 2,565.60 64,950
OVER 28 YEARS	22.26 HOURLY 1,780.80 BIWEEKLY 46,443 ANNUAL*	23.26 1,860.80 1,935.20 48,530	24.29 1,943.20 2,017.60 50,679	25.02 2,001.60 2,076.00 52,202	25.78 2,062.40 2,136.80 53,787	26.52 2,121.60 2,196.00 55,331	27.28 2,182.40 2,256.80 56,917	28.20 2,256.00 2,330.40 58,836	29.07 2,325.60 2,400.00 60,652	30.09 2,407.20 2,481.60 62,780	31.37 2,509.60 2,584.00 65,450

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

COMMONWEALTH OF PENNSYLVANIA  
CORRECTIONS OFFICERS/FORENSIC SECURITY EMPLOYEES PAY SCHEDULE  
**EFFECTIVE JULY 1, 2020**  
PAY SCALE TYPE CO

**PAY SCALE GROUP CO30**

LONGEVITY LEVEL	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K
5 YEARS A OR LESS	HOURLY 17.41 BIWEEKLY 1,392.80 ANNUAL* 36,324	18.19 1,455.20 37,952	19.07 1,525.60 39,788	19.66 1,572.80 41,019	20.24 1,619.20 42,229	20.83 1,666.40 43,460	21.55 1,724.00 44,962	22.23 1,778.40 46,381	23.03 1,842.40 48,050	24.03 1,922.40 50,136	24.93 1,994.40 52,014
OVER 5 YEARS	HOURLY 18.28 BIWEEKLY 1,462.40 ANNUAL* 38,139	19.10 1,528.00 39,850	20.02 1,601.60 41,770	20.64 1,651.20 43,063	21.25 1,700.00 44,336	21.87 1,749.60 45,630	22.63 1,810.40 47,215	23.34 1,867.20 48,697	24.18 1,934.40 50,449	25.23 2,018.40 52,640	26.18 2,094.40 54,622
OVER 6 YEARS	HOURLY 18.45 BIWEEKLY 1,476.00 ANNUAL* 38,494	19.28 1,542.40 40,226	20.21 1,616.80 42,166	20.84 1,667.20 43,481	21.45 1,716.00 44,753	22.08 1,766.40 46,068	22.84 1,827.20 47,653	23.56 1,884.80 49,156	24.41 1,952.80 50,929	25.47 2,037.60 53,141	26.43 2,114.40 55,144
OVER 7 YEARS	HOURLY 18.63 BIWEEKLY 1,490.40 ANNUAL* 38,870	19.46 1,556.80 40,601	20.40 1,632.00 42,563	21.04 1,683.20 43,898	21.66 1,732.80 45,191	22.29 1,783.20 46,506	23.06 1,844.80 48,112	23.79 1,903.20 49,635	24.64 1,971.20 51,409	25.71 2,056.80 53,641	26.68 2,134.40 55,665
OVER 8 YEARS	HOURLY 18.80 BIWEEKLY 1,504.00 ANNUAL* 39,224	19.65 1,572.00 40,998	20.60 1,648.00 42,980	21.23 1,698.40 44,294	21.86 1,748.80 45,609	22.50 1,800.00 46,944	23.27 1,861.60 48,551	24.01 1,920.80 50,094	24.87 1,989.60 51,889	25.95 2,076.00 54,142	26.92 2,153.60 56,166
OVER 9 YEARS	HOURLY 18.98 BIWEEKLY 1,518.40 ANNUAL* 39,600	19.83 1,586.40 41,373	20.79 1,663.20 43,376	21.43 1,714.40 44,712	22.06 1,764.80 46,026	22.70 1,816.00 47,361	23.49 1,879.20 49,010	24.23 1,938.40 50,553	25.10 2,008.00 52,369	26.19 2,095.20 54,643	27.17 2,173.60 56,687
OVER 10 YEARS	HOURLY 19.68 BIWEEKLY 1,574.40 ANNUAL* 41,060	20.54 1,643.20 42,855	21.51 1,720.80 44,878	22.15 1,772.00 46,214	22.79 1,823.20 47,549	23.44 1,875.20 48,905	24.23 1,938.80 50,553	24.98 1,998.40 52,118	25.86 2,068.80 53,954	26.96 2,156.80 56,249	27.95 2,236.00 58,315
OVER 11 YEARS	HOURLY 19.86 BIWEEKLY 1,588.80 ANNUAL* 41,436	20.72 1,657.60 43,230	21.70 1,736.00 45,275	22.36 1,788.80 46,652	23.00 1,840.00 47,987	23.65 1,892.00 49,343	24.45 1,956.00 51,012	25.21 2,016.80 52,598	26.10 2,088.00 54,455	27.21 2,176.80 56,771	28.21 2,256.80 58,857
OVER 12 YEARS	HOURLY 20.04 BIWEEKLY 1,603.20 ANNUAL* 41,811	20.91 1,672.80 43,627	21.90 1,752.00 45,692	22.56 1,804.80 47,069	23.21 1,856.80 48,425	23.87 1,909.60 49,802	24.67 1,973.60 51,471	25.44 2,035.20 53,078	26.33 2,106.40 54,935	27.45 2,196.00 57,272	28.46 2,276.80 59,379
OVER 13 YEARS	HOURLY 20.22 BIWEEKLY 1,617.60 ANNUAL* 42,187	21.10 1,688.00 44,023	22.09 1,767.20 46,089	22.76 1,820.80 47,486	23.41 1,872.80 48,843	24.08 1,926.40 50,241	24.89 1,991.20 51,930	25.66 2,052.80 53,537	26.57 2,125.60 55,436	27.70 2,216.00 57,793	28.71 2,296.80 59,901
OVER 14 YEARS	HOURLY 20.39 BIWEEKLY 1,631.20 ANNUAL* 42,542	21.28 1,702.40 44,399	22.29 1,783.20 46,506	22.96 1,836.80 47,904	23.62 1,889.60 49,281	24.29 1,943.20 50,679	25.11 2,008.80 52,390	25.89 2,071.20 54,017	26.80 2,144.00 55,916	27.94 2,235.20 58,294	28.97 2,317.60 60,443
OVER 15 YEARS	HOURLY 20.57 BIWEEKLY 1,645.60 ANNUAL* 42,917	21.47 1,717.60 44,795	22.48 1,798.40 46,902	23.16 1,852.80 48,321	23.83 1,906.40 49,719	24.51 1,960.80 51,138	25.33 2,026.40 52,849	26.12 2,089.60 54,497	27.04 2,163.20 56,416	28.19 2,255.20 58,816	29.22 2,337.60 60,965

COMMONWEALTH OF PENNSYLVANIA  
CORRECTIONS OFFICERS/FORENSIC SECURITY EMPLOYEES PAY SCHEDULE  
EFFECTIVE JULY 1, 2020  
PAY SCALE TYPE CO

**PAY SCALE GROUP CO30**

LONGEVITY LEVEL	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K
OVER 16 YEARS	HOURLY 20.75 BIWEEKLY 1,660.00 ANNUAL* 43,293	21.66 1,732.80 45,191	22.68 1,814.40 47,320	23.36 1,868.80 48,738	24.04 1,923.20 50,157	24.72 1,977.60 51,576	25.55 2,044.00 53,308	26.34 2,107.20 54,956	27.27 2,181.60 56,896	28.43 2,274.40 59,316	29.48 2,358.40 61,507
OVER 17 YEARS	HOURLY 20.93 BIWEEKLY 1,674.40 ANNUAL* 43,668	21.84 1,747.20 45,567	22.87 1,829.60 47,716	23.56 1,884.80 49,156	24.24 1,939.20 50,574	24.93 1,994.40 52,014	25.78 2,062.40 53,787	26.57 2,125.60 55,436	27.51 2,200.80 57,397	28.68 2,294.40 59,838	29.73 2,378.40 62,029
OVER 18 YEARS	HOURLY 21.11 BIWEEKLY 1,688.80 ANNUAL* 44,044	22.03 1,762.40 45,963	23.07 1,845.60 48,133	23.77 1,901.60 49,594	24.45 1,956.00 51,012	25.15 2,012.00 52,473	26.00 2,080.00 54,246	26.80 2,144.00 55,916	27.74 2,219.20 57,877	28.92 2,313.60 60,339	29.98 2,398.40 62,550
OVER 19 YEARS	HOURLY 21.29 BIWEEKLY 1,703.20 ANNUAL* 44,419	22.22 1,777.60 46,360	23.26 1,860.80 48,530	23.97 1,917.60 50,011	24.66 1,972.80 51,451	25.36 2,028.80 52,911	26.22 2,097.60 54,705	27.02 2,161.60 56,375	27.98 2,238.40 58,377	29.17 2,333.60 60,860	30.24 2,419.20 63,093
OVER 20 YEARS	HOURLY 21.49 BIWEEKLY 1,719.20 ANNUAL* 44,837	22.43 1,794.40 46,798	23.48 1,878.40 48,989	24.19 1,935.20 50,470	24.89 1,991.20 51,930	25.60 2,048.00 53,412	26.46 2,116.80 55,206	27.28 2,182.40 56,917	28.24 2,259.20 58,920	29.44 2,355.20 61,424	30.52 2,441.60 63,677
OVER 21 YEARS	HOURLY 21.67 BIWEEKLY 1,733.60 ANNUAL* 45,212	22.61 1,808.80 47,174	23.68 1,894.40 49,406	24.39 1,951.20 50,887	25.10 2,008.00 52,369	25.81 2,064.80 53,850	26.68 2,134.40 55,665	27.50 2,200.00 57,376	28.47 2,277.60 59,400	29.68 2,374.40 61,924	30.77 2,461.60 64,199
OVER 22 YEARS	HOURLY 21.85 BIWEEKLY 1,748.00 ANNUAL* 45,588	22.80 1,824.00 47,570	23.88 1,910.40 49,823	24.60 1,968.00 51,325	25.30 2,024.00 52,786	26.02 2,081.60 54,288	26.90 2,152.00 56,124	27.73 2,218.40 57,856	28.71 2,296.80 59,901	29.93 2,394.40 62,446	31.02 2,481.60 64,720
OVER 23 YEARS	HOURLY 22.03 BIWEEKLY 1,762.40 ANNUAL* 45,963	22.99 1,839.20 47,966	24.07 1,925.60 50,220	24.80 1,984.00 51,743	25.51 2,040.80 53,224	26.24 2,099.20 54,747	27.12 2,169.60 56,583	27.96 2,236.80 58,336	28.94 2,315.20 60,380	30.17 2,413.60 62,947	31.28 2,502.40 65,263
OVER 24 YEARS	HOURLY 22.21 BIWEEKLY 1,776.80 ANNUAL* 46,339	23.18 1,854.40 48,363	24.27 1,941.60 50,637	25.00 2,000.00 52,160	25.72 2,057.60 53,662	26.45 2,116.00 55,185	27.34 2,187.20 57,042	28.19 2,255.20 58,816	29.18 2,334.40 60,881	30.42 2,433.60 63,468	31.53 2,522.40 65,784
OVER 25 YEARS	HOURLY 22.39 BIWEEKLY 1,791.20 ANNUAL* 46,714	23.36 1,868.80 48,738	24.46 1,956.80 51,033	25.20 2,016.00 52,577	25.93 2,074.40 54,100	26.66 2,132.80 55,623	27.56 2,204.80 57,501	28.41 2,272.80 59,275	29.41 2,352.80 61,361	30.66 2,452.80 63,969	31.79 2,543.20 66,327
OVER 26 YEARS	HOURLY 22.57 BIWEEKLY 1,805.60 ANNUAL* 47,090	23.55 1,884.00 49,135	24.66 1,972.80 51,451	25.40 2,032.00 52,995	26.13 2,090.40 54,518	26.88 2,150.40 56,082	27.78 2,222.40 57,960	28.64 2,291.20 59,754	29.65 2,372.80 61,862	30.91 2,472.80 64,491	32.04 2,563.20 66,848
OVER 27 YEARS	HOURLY 22.75 BIWEEKLY 1,820.00 ANNUAL* 47,466	23.74 1,899.20 49,531	24.85 1,988.00 51,847	25.60 2,048.00 53,412	26.34 2,107.20 54,956	27.09 2,167.20 56,521	27.99 2,240.00 58,419	28.87 2,309.60 60,234	29.88 2,390.40 62,342	31.15 2,492.00 64,991	32.30 2,584.00 67,391
OVER 28 YEARS	HOURLY 22.92 BIWEEKLY 1,833.60 ANNUAL* 47,820	23.92 1,913.60 49,907	25.05 2,004.00 52,264	25.80 2,064.00 53,829	26.55 2,124.00 55,394	27.30 2,184.00 56,959	28.22 2,257.20 58,878	29.09 2,327.20 60,693	30.12 2,409.60 62,842	31.40 2,512.00 65,513	32.55 2,604.00 67,912

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

COMMONWEALTH OF PENNSYLVANIA  
 CORRECTIONS OFFICERS/FORENSIC SECURITY EMPLOYEES PAY SCHEDULE  
**EFFECTIVE JULY 1, 2020**  
 PAY SCALE TYPE CO

**PAY SCALE GROUP CO32**

LONGEVITY LEVEL	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
5 YEARS	HOURLY	18.46	19.32	20.24	20.83	21.55	22.23	23.03	24.03	24.93	25.95	27.03
	BIWEEKLY	1,476.80	1,545.60	1,619.20	1,666.40	1,724.00	1,778.40	1,842.40	1,922.40	1,994.40	2,076.00	2,162.40
A	ANNUAL*	38,515	40,309	42,229	43,460	44,962	46,381	48,050	50,136	52,014	54,142	56,395
	OVER	19.38	20.29	21.25	21.87	22.63	23.34	24.18	25.23	26.18	27.25	28.38
5 YEARS	HOURLY	1,550.40	1,623.20	1,700.00	1,749.60	1,810.40	1,867.20	1,934.40	2,018.40	2,094.40	2,180.00	2,270.40
	BIWEEKLY	40,434	42,333	44,336	45,630	47,215	48,697	50,449	52,640	54,622	56,854	59,212
B	ANNUAL*	19.57	20.48	21.45	22.08	22.84	23.56	24.41	25.47	26.43	27.51	28.65
	HOURLY	1,565.60	1,638.40	1,716.00	1,766.40	1,827.20	1,884.80	1,952.80	2,037.60	2,114.40	2,200.80	2,292.00
C	BIWEEKLY	40,831	42,729	44,753	46,068	47,653	49,156	50,929	53,141	55,144	57,397	59,775
	OVER	19.75	20.67	21.66	22.29	23.06	23.79	24.64	25.71	26.68	27.77	28.92
5 YEARS	HOURLY	1,580.00	1,653.60	1,732.80	1,783.20	1,844.80	1,903.20	1,971.20	2,056.80	2,134.40	2,221.60	2,313.60
	BIWEEKLY	41,206	43,126	45,191	46,506	48,112	49,635	51,409	53,641	55,665	57,939	60,339
D	ANNUAL*	19.94	20.87	21.86	22.50	23.27	24.01	24.87	25.95	26.92	28.03	29.19
	HOURLY	1,595.20	1,669.60	1,748.80	1,800.00	1,861.60	1,920.80	1,989.60	2,076.00	2,153.60	2,242.40	2,335.20
E	BIWEEKLY	41,603	43,543	45,609	46,944	48,551	50,094	51,889	54,142	56,166	58,482	60,902
	OVER	20.12	21.06	22.06	22.70	23.49	24.23	25.10	26.19	27.17	28.29	29.46
5 YEARS	HOURLY	1,609.60	1,684.80	1,764.80	1,816.00	1,879.20	1,938.40	2,008.00	2,095.20	2,173.60	2,263.20	2,356.80
	BIWEEKLY	41,978	43,940	46,026	47,361	49,010	50,553	52,369	54,643	56,687	59,024	61,465
F	ANNUAL*	20.88	21.82	22.84	23.49	24.28	25.03	25.91	27.01	28.00	29.12	30.31
	HOURLY	1,670.40	1,745.60	1,827.20	1,879.20	1,942.40	2,002.40	2,072.80	2,160.80	2,240.00	2,329.60	2,424.80
G	BIWEEKLY	43,564	45,525	47,653	49,010	50,658	52,223	54,059	56,354	58,419	60,756	63,239
	OVER	21.07	22.02	23.04	23.70	24.50	25.25	26.14	27.25	28.25	29.38	30.58
5 YEARS	HOURLY	1,685.60	1,761.60	1,843.20	1,896.00	1,960.00	2,020.00	2,091.20	2,180.00	2,260.00	2,350.40	2,446.40
	BIWEEKLY	43,960	45,943	48,071	49,448	51,117	52,682	54,538	56,854	58,941	61,298	63,802
H	ANNUAL*	21.26	22.22	23.25	23.91	24.72	25.48	26.38	27.50	28.50	29.65	30.86
	HOURLY	1,700.80	1,777.60	1,860.00	1,912.80	1,977.60	2,038.40	2,110.40	2,200.00	2,280.00	2,372.00	2,468.80
I	BIWEEKLY	44,357	46,360	48,509	49,886	51,576	53,161	55,039	57,376	59,462	61,862	64,386
	OVER	21.45	22.42	23.46	24.13	24.94	25.71	26.61	27.74	28.76	29.91	31.13
5 YEARS	HOURLY	1,716.00	1,793.60	1,876.80	1,930.40	1,995.20	2,056.80	2,128.80	2,219.20	2,300.80	2,392.80	2,490.40
	BIWEEKLY	44,753	46,777	48,947	50,345	52,035	53,641	55,519	57,877	60,005	62,404	64,950
J	ANNUAL*	21.64	22.62	23.67	24.34	25.16	25.94	26.85	27.99	29.01	30.18	31.41
	HOURLY	1,731.20	1,809.60	1,893.60	1,947.20	2,012.80	2,075.20	2,148.00	2,239.20	2,320.80	2,414.40	2,512.80
K	BIWEEKLY	45,150	47,194	49,385	50,783	52,494	54,121	56,020	58,398	60,526	62,968	65,534
	OVER	21.83	22.82	23.87	24.55	25.38	26.16	27.08	28.23	29.27	30.44	31.68
5 YEARS	HOURLY	1,746.40	1,825.60	1,909.60	1,964.00	2,030.40	2,092.80	2,166.40	2,258.40	2,341.60	2,435.20	2,534.40
	BIWEEKLY	45,546	47,612	49,802	51,221	52,953	54,580	56,500	58,899	61,069	63,510	66,097
L	ANNUAL*	21.83	22.82	23.87	24.55	25.38	26.16	27.08	28.23	29.27	30.44	31.68
	HOURLY	1,746.40	1,825.60	1,909.60	1,964.00	2,030.40	2,092.80	2,166.40	2,258.40	2,341.60	2,435.20	2,534.40
M	BIWEEKLY	45,546	47,612	49,802	51,221	52,953	54,580	56,500	58,899	61,069	63,510	66,097
	ANNUAL*	21.83	22.82	23.87	24.55	25.38	26.16	27.08	28.23	29.27	30.44	31.68

COMMONWEALTH OF PENNSYLVANIA  
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PAY SCALE TYPE CO

**PAY SCALE GROUP CO32**

LONGEVITY LEVEL	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K
M OVER 16 YEARS	HOURLY	22.02	23.01	24.08	24.77	25.60	26.39	27.32	29.52	30.71	31.96
	BIWEEKLY	1,761.60	1,840.80	1,926.40	1,981.60	2,048.00	2,111.20	2,185.60	2,361.60	2,456.80	2,556.80
	ANNUAL*	45,943	48,008	50,241	51,680	53,412	55,060	57,000	61,591	64,073	66,681
N OVER 17 YEARS	HOURLY	22.21	23.21	24.29	24.98	25.82	26.62	27.55	29.78	30.97	32.23
	BIWEEKLY	1,776.80	1,856.80	1,943.20	1,998.40	2,065.60	2,129.60	2,204.00	2,382.40	2,477.60	2,578.40
	ANNUAL*	46,339	48,425	50,679	52,118	53,871	55,540	57,480	62,133	64,616	67,245
O OVER 18 YEARS	HOURLY	22.40	23.41	24.50	25.19	26.04	26.85	27.79	30.03	31.23	32.51
	BIWEEKLY	1,792.00	1,872.80	1,960.00	2,015.20	2,083.20	2,148.00	2,223.20	2,402.40	2,498.40	2,600.80
	ANNUAL*	46,735	48,843	51,117	52,556	54,330	56,020	57,981	62,655	65,158	67,829
P OVER 19 YEARS	HOURLY	22.59	23.61	24.70	25.41	26.26	27.07	28.02	30.29	31.50	32.78
	BIWEEKLY	1,807.20	1,888.80	1,976.00	2,032.80	2,100.80	2,165.60	2,241.60	2,423.20	2,520.00	2,622.40
	ANNUAL*	47,132	49,260	51,534	53,015	54,789	56,479	58,461	63,197	65,722	68,392
Q OVER 20 YEARS	HOURLY	22.80	23.83	24.94	25.64	26.51	27.32	28.28	30.56	31.79	33.08
	BIWEEKLY	1,824.00	1,906.40	1,995.20	2,051.20	2,120.80	2,185.60	2,262.40	2,444.80	2,543.20	2,646.40
	ANNUAL*	47,570	49,719	52,035	53,495	55,310	57,000	59,003	63,760	66,327	69,018
R OVER 21 YEARS	HOURLY	22.99	24.03	25.14	25.86	26.73	27.55	28.52	30.82	32.05	33.36
	BIWEEKLY	1,839.20	1,922.40	2,011.20	2,068.80	2,138.40	2,204.00	2,281.60	2,465.60	2,564.00	2,668.80
	ANNUAL*	47,966	50,136	52,452	53,954	55,769	57,480	59,504	64,303	66,869	69,602
S OVER 22 YEARS	HOURLY	23.18	24.23	25.35	26.07	26.95	27.78	28.76	31.07	32.32	33.64
	BIWEEKLY	1,854.40	1,938.40	2,028.00	2,085.60	2,156.00	2,222.40	2,300.80	2,485.60	2,585.60	2,691.20
	ANNUAL*	48,363	50,553	52,890	54,392	56,228	57,960	60,005	64,824	67,432	70,186
T OVER 23 YEARS	HOURLY	23.37	24.43	25.56	26.29	27.17	28.01	28.99	31.33	32.58	33.91
	BIWEEKLY	1,869.60	1,954.40	2,044.80	2,103.20	2,173.60	2,240.80	2,319.20	2,506.40	2,606.40	2,712.80
	ANNUAL*	48,759	50,971	53,328	54,851	56,687	58,440	60,485	65,367	67,975	70,750
U OVER 24 YEARS	HOURLY	23.56	24.63	25.77	26.50	27.39	28.23	29.23	31.58	32.85	34.19
	BIWEEKLY	1,884.80	1,970.40	2,061.60	2,120.00	2,191.20	2,258.40	2,338.40	2,526.40	2,628.00	2,735.20
	ANNUAL*	49,156	51,388	53,767	55,290	57,146	58,899	60,985	65,889	68,538	71,334
V OVER 25 YEARS	HOURLY	23.75	24.83	25.98	26.71	27.61	28.46	29.46	31.84	33.11	34.46
	BIWEEKLY	1,900.00	1,986.40	2,078.40	2,136.80	2,208.80	2,276.80	2,356.80	2,547.20	2,648.80	2,756.80
	ANNUAL*	49,552	51,805	54,205	55,728	57,606	59,379	61,465	66,431	69,081	71,897
W OVER 26 YEARS	HOURLY	23.94	25.02	26.18	26.93	27.83	28.69	29.70	32.09	33.38	34.74
	BIWEEKLY	1,915.20	2,001.60	2,094.40	2,154.40	2,226.40	2,295.20	2,376.00	2,567.20	2,670.40	2,779.20
	ANNUAL*	49,948	52,202	54,622	56,187	58,065	59,859	61,966	66,953	69,644	72,482
X OVER 27 YEARS	HOURLY	24.13	25.22	26.39	27.14	28.05	28.92	29.93	32.35	33.64	35.01
	BIWEEKLY	1,930.40	2,017.60	2,111.20	2,171.20	2,244.00	2,313.60	2,394.40	2,588.00	2,691.20	2,800.80
	ANNUAL*	50,345	52,619	55,060	56,625	58,524	60,339	62,446	67,495	70,186	73,045
Y OVER 28 YEARS	HOURLY	24.32	25.42	26.60	27.35	28.28	29.15	30.17	32.60	33.91	35.29
	BIWEEKLY	1,945.60	2,033.60	2,128.00	2,188.00	2,262.40	2,332.00	2,413.60	2,608.00	2,712.80	2,823.20
	ANNUAL*	50,741	53,036	55,498	57,063	59,003	60,819	62,947	68,017	70,750	73,629

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

COMMONWEALTH OF PENNSYLVANIA  
 CORRECTIONS OFFICERS/FORENSIC SECURITY EMPLOYEES PAY SCHEDULE  
**EFFECTIVE JULY 1, 2020**  
 PAY SCALE TYPE CO

**PAY SCALE GROUP C034**

LONGEVITY LEVEL	STEP S	STEP A	STEP B
5 YEARS	19.32	19.86	20.32
OR	1,545.60	1,588.80	1,625.60
LESS	40,309	41,436	42,396
ANNUAL*			

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



COMMONWEALTH OF PENNSYLVANIA  
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PAY SCALE TYPE CO

**PAY SCALE GROUP C035**

LONGEVITY LEVEL	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K
OVER 16 YEARS	HOURLY 24.26 BIWEEKLY 1,940.80 ANNUAL* 50,616	25.33 2,026.40 52,849	26.47 2,117.60 55,227	27.40 2,192.00 57,167	28.56 2,284.80 59,588	29.60 2,368.00 61,757	30.79 2,463.20 64,240	32.04 2,563.20 66,848	33.18 2,654.40 69,227	34.66 2,772.80 72,315	36.20 2,896.00 75,528
OVER 17 YEARS	HOURLY 24.46 BIWEEKLY 1,956.80 ANNUAL* 51,033	25.55 2,044.00 53,308	26.70 2,136.00 55,707	27.64 2,211.20 57,668	28.81 2,304.80 60,109	29.86 2,388.80 62,300	31.05 2,484.00 64,783	32.32 2,585.60 67,432	33.46 2,676.80 69,811	34.96 2,796.80 72,941	36.52 2,921.60 76,195
OVER 18 YEARS	HOURLY 24.67 BIWEEKLY 1,973.60 ANNUAL* 51,471	25.77 2,061.60 53,767	26.93 2,154.40 56,187	27.87 2,229.60 58,148	29.05 2,324.00 60,610	30.11 2,408.80 62,822	31.32 2,505.60 65,346	32.59 2,607.20 67,996	33.75 2,700.00 70,416	35.26 2,820.80 73,566	36.83 2,946.40 76,842
OVER 19 YEARS	HOURLY 24.88 BIWEEKLY 1,990.40 ANNUAL* 51,910	25.99 2,079.20 54,226	27.16 2,172.80 56,667	28.11 2,248.80 58,649	29.30 2,344.00 61,132	30.37 2,429.60 63,364	31.58 2,529.60 65,889	32.87 2,629.60 68,580	34.03 2,722.40 71,000	35.56 2,844.80 74,192	37.14 2,971.20 77,489
OVER 20 YEARS	HOURLY 25.12 BIWEEKLY 2,009.60 ANNUAL* 52,410	26.23 2,098.40 54,726	27.41 2,192.80 57,188	28.37 2,269.60 59,191	29.57 2,365.60 61,695	30.65 2,452.00 63,948	31.87 2,549.60 66,494	33.17 2,653.60 69,206	34.34 2,747.20 71,647	35.88 2,870.40 74,860	37.48 2,998.40 78,198
OVER 21 YEARS	HOURLY 25.33 BIWEEKLY 2,026.40 ANNUAL* 52,849	26.45 2,116.00 55,185	27.64 2,211.20 57,668	28.60 2,288.00 59,671	29.81 2,384.80 62,196	30.90 2,472.00 64,470	32.14 2,571.20 67,057	33.44 2,675.20 69,769	34.63 2,770.40 72,252	36.18 2,894.40 75,486	37.79 3,023.20 78,845
OVER 22 YEARS	HOURLY 25.53 BIWEEKLY 2,042.40 ANNUAL* 53,266	26.67 2,133.60 55,644	27.86 2,228.80 58,127	28.84 2,307.20 60,172	30.06 2,404.80 62,717	31.16 2,492.80 65,012	32.40 2,592.00 67,599	33.72 2,697.60 70,353	34.92 2,793.60 72,857	36.48 2,918.40 76,112	38.10 3,048.00 79,492
OVER 23 YEARS	HOURLY 25.74 BIWEEKLY 2,059.20 ANNUAL* 53,704	26.89 2,151.20 56,103	28.09 2,247.20 58,607	29.08 2,326.40 60,673	30.31 2,424.80 63,239	31.41 2,512.80 65,534	32.67 2,613.60 68,163	34.00 2,720.00 70,938	35.20 2,816.00 73,441	36.78 2,942.40 76,738	38.41 3,072.80 80,139
OVER 24 YEARS	HOURLY 25.95 BIWEEKLY 2,076.00 ANNUAL* 54,142	27.11 2,168.80 56,562	28.32 2,265.60 59,087	29.31 2,344.80 61,152	30.55 2,444.00 63,740	31.67 2,533.60 66,076	32.93 2,634.40 68,705	34.27 2,741.60 71,501	35.49 2,839.20 74,046	37.08 2,966.40 77,364	38.73 3,098.40 80,806
OVER 25 YEARS	HOURLY 26.16 BIWEEKLY 2,092.80 ANNUAL* 54,580	27.33 2,186.40 57,021	28.55 2,284.00 59,567	29.55 2,364.00 61,653	30.80 2,464.00 64,261	31.93 2,554.40 66,619	33.20 2,656.00 69,268	34.55 2,764.00 72,085	35.78 2,862.40 74,651	37.38 2,990.40 77,990	39.04 3,123.20 81,453
OVER 26 YEARS	HOURLY 26.37 BIWEEKLY 2,109.60 ANNUAL* 55,018	27.54 2,203.20 57,459	28.78 2,302.40 60,047	29.79 2,383.20 62,154	31.05 2,484.00 64,783	32.18 2,574.40 67,140	33.47 2,677.60 69,832	34.83 2,786.40 72,669	36.06 2,884.80 75,236	37.67 3,013.60 78,595	39.35 3,148.00 82,100
OVER 27 YEARS	HOURLY 26.58 BIWEEKLY 2,126.40 ANNUAL* 55,457	27.76 2,220.80 57,918	29.01 2,320.80 60,526	30.02 2,401.60 62,634	31.29 2,503.20 65,283	32.44 2,595.20 67,683	33.73 2,698.40 70,374	35.10 2,808.00 73,233	36.35 2,908.00 75,841	37.97 3,037.60 79,221	39.66 3,172.80 82,747
OVER 28 YEARS	HOURLY 26.79 BIWEEKLY 2,143.20 ANNUAL* 55,895	27.98 2,238.40 58,377	29.24 2,339.20 61,006	30.26 2,420.80 63,134	31.54 2,523.20 65,805	32.69 2,615.20 68,204	34.00 2,720.00 70,938	35.38 2,830.40 73,817	36.63 2,940.40 76,425	38.27 3,061.60 79,847	39.97 3,197.60 83,393

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

COMMONWEALTH OF PENNSYLVANIA  
 CORRECTIONS OFFICERS/FORENSIC SECURITY EMPLOYEES PAY SCHEDULE  
**EFFECTIVE JULY 1, 2020**  
 PAY SCALE TYPE CO

**PAY SCALE GROUP CO37**

LONGEVITY LEVEL	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
5 YEARS OR LESS	21.97 HOURLY 1,757.60 BIWEEKLY 45,838 ANNUAL*	23.02 1,841.60 48,029	24.03 1,922.40 50,136	24.93 1,994.40 52,014	25.95 2,076.00 54,142	27.03 2,162.40 56,395	28.01 2,240.80 58,440	28.01 2,240.80 58,440	29.29 2,343.20 61,111	30.62 2,449.60 63,886	31.88 2,550.40 66,514	33.21 2,656.80 69,289
OVER 5 YEARS	23.07 HOURLY 1,845.60 BIWEEKLY 48,133 ANNUAL*	24.17 1,933.60 50,428	25.23 2,018.40 52,640	26.18 2,094.40 54,622	27.25 2,180.00 56,854	28.38 2,270.40 59,212	29.41 2,352.80 61,361	29.41 2,352.80 61,361	30.75 2,460.00 64,157	32.15 2,572.00 67,078	33.47 2,677.60 69,832	34.87 2,789.60 72,753
OVER 6 YEARS	23.29 HOURLY 1,863.20 BIWEEKLY 48,592 ANNUAL*	24.40 1,952.00 50,908	25.47 2,037.60 53,141	26.43 2,114.40 55,144	27.51 2,200.80 57,397	28.65 2,292.00 59,775	29.69 2,375.20 61,945	29.69 2,375.20 61,945	31.05 2,484.00 64,783	32.46 2,596.80 67,725	33.79 2,703.20 70,499	35.20 2,816.00 73,441
OVER 7 YEARS	23.51 HOURLY 1,880.80 BIWEEKLY 49,051 ANNUAL*	24.63 1,970.40 51,388	25.71 2,056.80 53,641	26.68 2,134.40 55,665	27.77 2,221.60 57,939	28.92 2,313.60 60,339	29.97 2,397.60 62,529	29.97 2,397.60 62,529	31.34 2,507.20 65,388	32.76 2,620.80 68,350	34.11 2,728.80 71,167	35.53 2,842.40 74,130
OVER 8 YEARS	23.73 HOURLY 1,898.40 BIWEEKLY 49,510 ANNUAL*	24.86 1,988.80 51,868	25.95 2,076.00 54,142	26.92 2,153.60 56,166	28.03 2,242.40 58,482	29.19 2,335.20 60,902	30.25 2,420.00 63,114	30.25 2,420.00 63,114	31.63 2,530.40 65,993	33.07 2,645.60 68,997	34.43 2,754.40 71,835	35.87 2,869.60 74,839
OVER 9 YEARS	23.95 HOURLY 1,916.00 BIWEEKLY 49,969 ANNUAL*	25.09 2,007.20 52,348	26.19 2,095.20 54,643	27.17 2,173.60 56,687	28.29 2,263.20 59,024	29.46 2,356.80 61,465	30.53 2,442.40 63,698	30.53 2,442.40 63,698	31.93 2,554.40 66,619	33.38 2,670.40 69,644	34.75 2,780.00 72,502	36.20 2,896.00 75,528
OVER 10 YEARS	24.87 HOURLY 1,989.60 BIWEEKLY 51,889 ANNUAL*	26.03 2,082.40 54,309	27.14 2,171.20 56,625	28.13 2,250.40 58,690	29.25 2,340.00 61,027	30.44 2,435.20 63,510	31.52 2,521.60 65,763	31.52 2,521.60 65,763	32.92 2,633.60 68,684	34.39 2,751.20 71,751	35.77 2,861.60 74,631	37.24 2,979.20 77,698
OVER 11 YEARS	25.10 HOURLY 2,008.00 BIWEEKLY 52,369 ANNUAL*	26.26 2,100.80 54,789	27.38 2,190.40 57,126	28.38 2,270.40 59,212	29.51 2,360.80 61,570	30.71 2,456.80 64,073	31.80 2,544.00 66,348	31.80 2,544.00 66,348	33.22 2,657.60 69,310	34.70 2,776.00 72,398	36.10 2,888.00 75,319	37.57 3,005.60 78,386
OVER 12 YEARS	25.32 HOURLY 2,025.60 BIWEEKLY 52,828 ANNUAL*	26.50 2,120.00 55,290	27.63 2,210.40 57,647	28.64 2,291.20 59,754	29.78 2,382.40 62,133	30.99 2,479.20 64,658	32.09 2,567.20 66,953	32.09 2,567.20 66,953	33.52 2,681.60 69,936	35.01 2,800.80 73,045	36.42 2,913.60 75,987	37.91 3,032.80 79,095
OVER 13 YEARS	25.55 HOURLY 2,044.00 BIWEEKLY 53,308 ANNUAL*	26.74 2,139.20 55,790	27.88 2,230.40 58,169	28.89 2,311.20 60,276	30.05 2,404.00 62,696	31.27 2,501.60 65,242	32.37 2,589.60 67,537	32.37 2,589.60 67,537	33.82 2,705.60 70,562	35.32 2,825.60 73,692	36.75 2,940.00 76,675	38.25 3,060.00 79,805
OVER 14 YEARS	25.78 HOURLY 2,062.40 BIWEEKLY 53,787 ANNUAL*	26.97 2,157.60 56,270	28.12 2,249.60 58,670	29.15 2,332.00 60,819	30.31 2,424.80 63,239	31.54 2,523.20 65,805	32.66 2,612.80 68,142	32.66 2,612.80 68,142	34.12 2,729.60 71,188	35.64 2,851.20 74,359	37.07 2,965.60 77,343	38.59 3,087.20 80,514
OVER 15 YEARS	26.00 HOURLY 2,080.00 BIWEEKLY 54,246 ANNUAL*	27.21 2,176.80 56,771	28.37 2,269.60 59,191	29.41 2,352.80 61,361	30.58 2,446.40 63,802	31.82 2,545.60 66,389	32.95 2,636.00 68,747	32.95 2,636.00 68,747	34.42 2,753.60 71,814	35.95 2,876.00 75,006	37.40 2,992.00 78,031	38.93 3,114.40 81,224

COMMONWEALTH OF PENNSYLVANIA  
CORRECTIONS OFFICERS/FORENSIC SECURITY EMPLOYEES PAY SCHEDULE  
EFFECTIVE JULY 1, 2020  
PAY SCALE TYPE CO

**PAY SCALE GROUP CO37**

LONGEVITY LEVEL	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K
OVER 16 YEARS	26.23 HOURLY 2,098.40 BIWEEKLY 54,726 ANNUAL*	27.45 HOURLY 2,196.00 BIWEEKLY 57,272 ANNUAL*	28.62 HOURLY 2,289.60 BIWEEKLY 59,713 ANNUAL*	29.66 HOURLY 2,372.80 BIWEEKLY 61,883 ANNUAL*	30.84 HOURLY 2,467.20 BIWEEKLY 64,345 ANNUAL*	32.10 HOURLY 2,568.40 BIWEEKLY 66,973 ANNUAL*	33.23 HOURLY 2,658.40 BIWEEKLY 69,331 ANNUAL*	34.72 HOURLY 2,777.60 BIWEEKLY 72,440 ANNUAL*	36.26 HOURLY 2,900.80 BIWEEKLY 75,653 ANNUAL*	37.72 HOURLY 3,017.60 BIWEEKLY 78,699 ANNUAL*	39.27 HOURLY 3,141.60 BIWEEKLY 81,933 ANNUAL*
OVER 17 YEARS	26.45 HOURLY 2,116.00 BIWEEKLY 55,185 ANNUAL*	27.68 HOURLY 2,214.40 BIWEEKLY 57,752 ANNUAL*	28.86 HOURLY 2,308.80 BIWEEKLY 60,214 ANNUAL*	29.92 HOURLY 2,393.60 BIWEEKLY 62,425 ANNUAL*	31.11 HOURLY 2,488.80 BIWEEKLY 64,908 ANNUAL*	32.37 HOURLY 2,589.60 BIWEEKLY 67,537 ANNUAL*	33.52 HOURLY 2,681.60 BIWEEKLY 69,936 ANNUAL*	35.02 HOURLY 2,801.60 BIWEEKLY 73,066 ANNUAL*	36.57 HOURLY 2,925.60 BIWEEKLY 76,300 ANNUAL*	38.05 HOURLY 3,044.00 BIWEEKLY 79,388 ANNUAL*	39.60 HOURLY 3,168.00 BIWEEKLY 82,621 ANNUAL*
OVER 18 YEARS	26.68 HOURLY 2,134.40 BIWEEKLY 55,665 ANNUAL*	27.92 HOURLY 2,233.60 BIWEEKLY 58,252 ANNUAL*	29.11 HOURLY 2,328.80 BIWEEKLY 60,735 ANNUAL*	30.17 HOURLY 2,413.60 BIWEEKLY 62,947 ANNUAL*	31.38 HOURLY 2,510.40 BIWEEKLY 65,471 ANNUAL*	32.65 HOURLY 2,612.00 BIWEEKLY 68,121 ANNUAL*	33.81 HOURLY 2,704.80 BIWEEKLY 70,541 ANNUAL*	35.32 HOURLY 2,825.60 BIWEEKLY 73,692 ANNUAL*	36.89 HOURLY 2,951.20 BIWEEKLY 76,967 ANNUAL*	38.37 HOURLY 3,069.60 BIWEEKLY 80,055 ANNUAL*	39.94 HOURLY 3,195.20 BIWEEKLY 83,331 ANNUAL*
OVER 19 YEARS	26.91 HOURLY 2,152.80 BIWEEKLY 56,145 ANNUAL*	28.16 HOURLY 2,252.80 BIWEEKLY 58,753 ANNUAL*	29.36 HOURLY 2,348.80 BIWEEKLY 61,257 ANNUAL*	30.43 HOURLY 2,434.40 BIWEEKLY 63,489 ANNUAL*	31.64 HOURLY 2,531.20 BIWEEKLY 66,014 ANNUAL*	32.93 HOURLY 2,634.40 BIWEEKLY 68,705 ANNUAL*	34.09 HOURLY 2,727.20 BIWEEKLY 71,125 ANNUAL*	35.62 HOURLY 2,849.60 BIWEEKLY 74,318 ANNUAL*	37.20 HOURLY 2,976.00 BIWEEKLY 77,614 ANNUAL*	38.70 HOURLY 3,096.00 BIWEEKLY 80,744 ANNUAL*	40.28 HOURLY 3,222.40 BIWEEKLY 84,040 ANNUAL*
OVER 20 YEARS	27.16 HOURLY 2,172.80 BIWEEKLY 56,667 ANNUAL*	28.42 HOURLY 2,273.60 BIWEEKLY 59,295 ANNUAL*	29.63 HOURLY 2,370.40 BIWEEKLY 61,820 ANNUAL*	30.71 HOURLY 2,456.80 BIWEEKLY 64,073 ANNUAL*	31.93 HOURLY 2,554.40 BIWEEKLY 66,619 ANNUAL*	33.23 HOURLY 2,658.40 BIWEEKLY 69,331 ANNUAL*	34.40 HOURLY 2,752.00 BIWEEKLY 71,772 ANNUAL*	35.94 HOURLY 2,875.20 BIWEEKLY 74,985 ANNUAL*	37.54 HOURLY 3,003.20 BIWEEKLY 78,323 ANNUAL*	39.05 HOURLY 3,124.00 BIWEEKLY 81,474 ANNUAL*	40.64 HOURLY 3,251.20 BIWEEKLY 84,791 ANNUAL*
OVER 21 YEARS	27.38 HOURLY 2,190.40 BIWEEKLY 57,126 ANNUAL*	28.65 HOURLY 2,292.00 BIWEEKLY 59,775 ANNUAL*	29.87 HOURLY 2,389.60 BIWEEKLY 62,321 ANNUAL*	30.96 HOURLY 2,476.80 BIWEEKLY 64,595 ANNUAL*	32.20 HOURLY 2,576.00 BIWEEKLY 67,182 ANNUAL*	33.50 HOURLY 2,680.00 BIWEEKLY 69,894 ANNUAL*	34.69 HOURLY 2,775.20 BIWEEKLY 72,377 ANNUAL*	36.24 HOURLY 2,899.20 BIWEEKLY 75,611 ANNUAL*	37.85 HOURLY 3,028.00 BIWEEKLY 78,970 ANNUAL*	39.37 HOURLY 3,149.60 BIWEEKLY 82,142 ANNUAL*	40.98 HOURLY 3,278.40 BIWEEKLY 85,501 ANNUAL*
OVER 22 YEARS	27.61 HOURLY 2,208.80 BIWEEKLY 57,606 ANNUAL*	28.89 HOURLY 2,311.20 BIWEEKLY 60,276 ANNUAL*	30.12 HOURLY 2,409.60 BIWEEKLY 62,842 ANNUAL*	31.22 HOURLY 2,497.60 BIWEEKLY 65,137 ANNUAL*	32.46 HOURLY 2,596.80 BIWEEKLY 67,725 ANNUAL*	33.78 HOURLY 2,702.40 BIWEEKLY 70,479 ANNUAL*	34.98 HOURLY 2,798.40 BIWEEKLY 72,982 ANNUAL*	36.54 HOURLY 2,923.20 BIWEEKLY 76,237 ANNUAL*	38.16 HOURLY 3,052.80 BIWEEKLY 79,617 ANNUAL*	39.70 HOURLY 3,176.00 BIWEEKLY 82,830 ANNUAL*	41.32 HOURLY 3,305.60 BIWEEKLY 86,210 ANNUAL*
OVER 23 YEARS	27.83 HOURLY 2,226.40 BIWEEKLY 58,065 ANNUAL*	29.13 HOURLY 2,330.40 BIWEEKLY 60,777 ANNUAL*	30.37 HOURLY 2,429.60 BIWEEKLY 63,364 ANNUAL*	31.48 HOURLY 2,518.40 BIWEEKLY 65,680 ANNUAL*	32.73 HOURLY 2,618.40 BIWEEKLY 68,288 ANNUAL*	34.06 HOURLY 2,724.80 BIWEEKLY 71,063 ANNUAL*	35.26 HOURLY 2,820.80 BIWEEKLY 73,566 ANNUAL*	36.84 HOURLY 2,947.20 BIWEEKLY 76,863 ANNUAL*	38.47 HOURLY 3,077.60 BIWEEKLY 80,264 ANNUAL*	40.02 HOURLY 3,201.60 BIWEEKLY 83,498 ANNUAL*	41.66 HOURLY 3,332.80 BIWEEKLY 86,919 ANNUAL*
OVER 24 YEARS	28.06 HOURLY 2,244.80 BIWEEKLY 58,544 ANNUAL*	29.36 HOURLY 2,348.80 BIWEEKLY 61,257 ANNUAL*	30.62 HOURLY 2,449.60 BIWEEKLY 63,886 ANNUAL*	31.73 HOURLY 2,538.40 BIWEEKLY 66,201 ANNUAL*	33.00 HOURLY 2,640.00 BIWEEKLY 68,851 ANNUAL*	34.34 HOURLY 2,747.20 BIWEEKLY 71,647 ANNUAL*	35.55 HOURLY 2,844.00 BIWEEKLY 74,172 ANNUAL*	37.14 HOURLY 2,971.20 BIWEEKLY 77,489 ANNUAL*	38.79 HOURLY 3,103.20 BIWEEKLY 80,931 ANNUAL*	40.35 HOURLY 3,228.00 BIWEEKLY 84,186 ANNUAL*	42.00 HOURLY 3,360.00 BIWEEKLY 87,629 ANNUAL*
OVER 25 YEARS	28.29 HOURLY 2,263.20 BIWEEKLY 59,024 ANNUAL*	29.60 HOURLY 2,368.00 BIWEEKLY 61,757 ANNUAL*	30.86 HOURLY 2,468.80 BIWEEKLY 64,386 ANNUAL*	31.99 HOURLY 2,559.20 BIWEEKLY 66,744 ANNUAL*	33.26 HOURLY 2,660.80 BIWEEKLY 69,394 ANNUAL*	34.61 HOURLY 2,768.80 BIWEEKLY 72,210 ANNUAL*	35.84 HOURLY 2,867.20 BIWEEKLY 74,777 ANNUAL*	37.44 HOURLY 2,995.20 BIWEEKLY 78,115 ANNUAL*	39.10 HOURLY 3,128.00 BIWEEKLY 81,578 ANNUAL*	40.68 HOURLY 3,254.40 BIWEEKLY 84,875 ANNUAL*	42.34 HOURLY 3,387.20 BIWEEKLY 88,338 ANNUAL*
OVER 26 YEARS	28.51 HOURLY 2,280.80 BIWEEKLY 59,483 ANNUAL*	29.84 HOURLY 2,387.20 BIWEEKLY 62,258 ANNUAL*	31.11 HOURLY 2,488.80 BIWEEKLY 64,908 ANNUAL*	32.24 HOURLY 2,579.20 BIWEEKLY 67,266 ANNUAL*	33.53 HOURLY 2,682.40 BIWEEKLY 69,957 ANNUAL*	34.89 HOURLY 2,791.20 BIWEEKLY 72,794 ANNUAL*	36.12 HOURLY 2,889.60 BIWEEKLY 75,361 ANNUAL*	37.74 HOURLY 3,019.20 BIWEEKLY 78,741 ANNUAL*	39.41 HOURLY 3,152.80 BIWEEKLY 82,225 ANNUAL*	41.00 HOURLY 3,280.00 BIWEEKLY 85,542 ANNUAL*	42.68 HOURLY 3,414.40 BIWEEKLY 89,048 ANNUAL*
OVER 27 YEARS	28.74 HOURLY 2,299.20 BIWEEKLY 59,963 ANNUAL*	30.07 HOURLY 2,405.60 BIWEEKLY 62,738 ANNUAL*	31.36 HOURLY 2,508.80 BIWEEKLY 65,430 ANNUAL*	32.50 HOURLY 2,600.00 BIWEEKLY 67,808 ANNUAL*	33.79 HOURLY 2,703.20 BIWEEKLY 70,499 ANNUAL*	35.17 HOURLY 2,813.60 BIWEEKLY 73,379 ANNUAL*	36.41 HOURLY 2,912.80 BIWEEKLY 75,966 ANNUAL*	38.04 HOURLY 3,043.20 BIWEEKLY 79,367 ANNUAL*	39.73 HOURLY 3,178.40 BIWEEKLY 82,893 ANNUAL*	41.33 HOURLY 3,306.40 BIWEEKLY 86,231 ANNUAL*	43.01 HOURLY 3,440.80 BIWEEKLY 89,736 ANNUAL*
OVER 28 YEARS	28.97 HOURLY 2,317.60 BIWEEKLY 60,443 ANNUAL*	30.31 HOURLY 2,424.80 BIWEEKLY 63,239 ANNUAL*	31.60 HOURLY 2,528.00 BIWEEKLY 65,930 ANNUAL*	32.76 HOURLY 2,620.80 BIWEEKLY 68,350 ANNUAL*	34.06 HOURLY 2,724.80 BIWEEKLY 71,063 ANNUAL*	35.44 HOURLY 2,835.20 BIWEEKLY 73,942 ANNUAL*	36.70 HOURLY 2,936.00 BIWEEKLY 76,571 ANNUAL*	38.34 HOURLY 3,067.20 BIWEEKLY 79,993 ANNUAL*	40.04 HOURLY 3,203.20 BIWEEKLY 83,539 ANNUAL*	41.65 HOURLY 3,332.00 BIWEEKLY 86,899 ANNUAL*	43.35 HOURLY 3,468.00 BIWEEKLY 90,445 ANNUAL*

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

## **APPENDIX C**

### **SENIORITY UNITS BY AGENCY**

#### Department of Corrections

##### Promotions

1. Each Institution/Boot Camp
2. Community Services Centers - Each County
3. Headquarters including the Training Academy

##### Furloughs

1. Each Institution/Boot Camp
2. Community Services Centers - Each Region (3)
3. Headquarters including the Training Academy

#### Department of Human Services

##### Promotions and Furloughs

1. Each Regional Forensic Unit

## APPENDIX D

### H-1 ALTERNATIVE DISPUTE RESOLUTION PROCESS RULES OF PROCEDURE

#### RULE 1 JOINT COMMITTEES

##### Section 1. Function - Joint Committee

It shall be the sole purpose of the Joint Committees to hear unresolved grievances from Step 1, except for grievances arising out of Article 33, Section 22 or a denial of a request for combined leave. The Joint Committee shall have the authority to render final and binding decisions on all grievances properly brought before it.

##### Section 2. Composition

Any Joint Committee shall be made up of an equal number of representatives designated by the Association and by the Commonwealth from persons not directly involved in the case. Each party shall designate a Co-Chairperson to the Committee for purpose of orderly execution of procedures.

##### Section 3. Jurisdiction

The parties agree to implement two Sectional Joint Committees comprising the following locations:

##### EASTERN JOINT COMMITTEE

###### **Facility**

Chester  
Camp Hill  
Frackville  
Dallas  
Graterford  
Muncy  
Retreat  
Norristown  
Waymart  
Mahanoy  
Coal Township  
Elizabethtown Training Academy  
Headquarters  
Community Corrections Centers located at:  
Philadelphia  
Harrisburg  
Allentown  
Scranton  
York

WESTERN JOINT COMMITTEE

**Facility**

Benner  
Laurel Highlands  
Rockview  
Mercer  
Torrance  
Greene  
Quehanna  
Somerset  
Albion  
Cambridge Springs  
Houtzdale  
Pine Grove  
Smithfield  
Huntingdon  
Fayette  
Forest  
Pittsburgh  
Community Corrections Centers located at:  
    Johnstown  
    Pittsburgh  
    Erie  
    Sharon

RULE 2  
JOINT COMMITTEE MEETING

Section 1.     Time and Place

The Eastern Joint Committee shall meet every month in Harrisburg, Pennsylvania.

The Western Joint Committee shall meet every month in Altoona, Pennsylvania, or in such other alternative locations as the parties may agree.

The time and place of any meeting may be changed by mutual agreement of the Co-Chairpersons of the Joint Committee.

Section 2.     Agenda

A copy of the docket of cases to be heard at each Joint Committee meeting will be mailed by the designated docketing representative at least ten (10) days in advance of the date of each meeting.

Once the docket has been prepared by the docketing representative and mailed out to all interested parties, no additional cases can be added to the docket for that meeting, with the exception of discharge or continuing liability cases. If the Co-Chairperson of the Association and the Co-Chairperson of the Commonwealth mutually agree that a case involving a discharge or continuing liability may be heard by the Joint Committee on short notice, then such case will be placed on a supplemental docket at the time of the Joint Committee meeting.

### RULE 3 PROCEDURE ON GRIEVANCES

#### Section 1. Filing of Grievances

The grievance shall be reduced to writing by either party on a form approved by the Joint Committee. Copies of same shall be submitted to the docketing agent.

#### Section 2. Selection of Panel

The Association and the Commonwealth will select their respective Co-Chairperson. The position of Acting Chairpersons for each Joint Committee session will be alternately filled by the respective side. Each Co-Chairperson shall select their members of a panel to hear a case on the docket. Any panel of the Joint Committee hearing a case shall consist of a maximum of three (3) representatives for the Commonwealth and the Association, but at all times shall consist of an equal number of designated representatives of the Commonwealth and the Association.

In the event any case on the docket affects the facility of any member of the panel, then such panel member shall remove himself from the panel for that case and the Chairperson for either the Association side or the Commonwealth side, as the case may be, shall designate another member of their group to sit on the panel to hear that particular case.

#### Section 3. Settlements

If a case, after being placed upon the Joint Committee's agenda for a particular meeting, is settled between the parties involved, both parties shall file a notification with the Joint Committee of the settlement before the meeting when such case was scheduled to be heard.

#### Section 4. Postponement of Cases

Postponement of cases on the agenda of the Joint 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 at the Joint Committee.

#### Section 5. Default

In the event either party in a dispute fails to appear before the Joint Committee or a panel thereof without an authorized postponement, the Joint 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 Agenda and then be called again. At that time when the case is again called, if the party again fails to appear, the Joint Committee shall render a default decision in favor of the appearing party. However, in any such case the Co-Chairperson of the group whose representative fails to appear may appoint a member of the Committee, or an alternate, to present the case. Except upon the consent of the Co-Chairperson shall the Joint Committee be required to meet on the day following the day of a scheduled meeting because of the failure of a party to appear on the date for which the hearing was scheduled.

#### RULE 4 OPERATION OF JOINT COMMITTEE

##### Section 1. Rules

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

##### Section 2. Order of Cases

All cases will be heard by the Joint Committee in the order which they are docketed, except for docketed discharge cases which will be heard ahead of any other docketed cases. Additionally, upon reasonable request the Co-Chairpersons can agree to hear any particular case out of its regular order on the Agenda.

##### Section 3. Step 2 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 sworn affidavit. It will not be necessary for any written statements to be notarized in order to be considered. However, these statements must contain the following statements:

"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, BUT IN NO EVENT LATER THAN FORTY-EIGHT (48) HOURS PRIOR TO THE SCHEDULED HEARING. 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 Association 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. 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. Each party shall then have the opportunity to summarize its case. After such summary, the panel of the Joint Committee will retire to executive session and will vote, and thereby render its decision. The voting will be conducted by secret ballot if requested by any member of the committee, otherwise, 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 Committee.

#### Section 4. Recess

A recess may be requested by either party during the hearing of a case. However, if such a 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.

### RULE 5 COMMITTEE MINUTES

The Bureau of Labor Relations staff shall prepare the 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 decision shall be mailed to the Association and to the Departments of Corrections and Human Services. Such minutes will be approved at the next meeting of the Committee and will form the official record of the Committee action.

## APPENDIX E

### DRUG AND ALCOHOL TESTING PROGRAM

#### 1. POLICY

- a. Employees of the Department of Corrections and Department of Human Services are required to participate in the Drug and Alcohol Testing Program, as outlined below.
- b. The following controlled substance and alcohol testing is required:
  - 1) Reasonable Suspicion
  - 2) Return-to-duty
  - 3) Follow-up
- c. The split sample collection method will be used for urine samples for purposes of testing for controlled substances. The breath alcohol testing method administered by a trained Breath Alcohol Technician (BAT) using an Evidential Breath Testing device (EBT) will be used for the alcohol testing.
- d. **Prohibitions for controlled substances.**

**No employee shall:**

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

- e. **Prohibitions for alcohol**

**No employee shall:**

- 1) Perform work while being under the influence of alcohol as defined by g. and h. below.
- 2) Perform work while possessing or using alcohol.
- 3) Refuse to submit to an alcohol test

**f. No supervisor/manager shall:**

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

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

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

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

- 1) Employees shall not be permitted to perform work and shall be evaluated by a State Employees Assistance Program substance abuse professional who shall determine what assistance the employee needs in resolving problems associated with the use of controlled substances and/or alcohol.
- 2) If the employee is determined to require treatment, the substance abuse professional will evaluate the employee's participation in the program and determine whether or not the employee has followed the prescribed rehabilitation program.
- 3) A return to duty controlled substances and/or alcohol test will be required and the result must be a verified negative.

- 4) The employee shall be subject to unannounced follow-up controlled substance and/or alcohol testing. The number and frequency of such follow-up testing shall be directed by the SEAP substance abuse professional and will consist of at least six tests in the first 12 months following the date of the employee's return to duty.
  - 5) Employees who have a verified positive test result for controlled substances and/or alcohol during the 12 months following the date of the employee's return to duty shall be terminated.
  - 6) Employees who have a verified positive test result for controlled substances and/or alcohol during the initial hire, 12 month probationary period shall be terminated.
- i.** All immediate supervisors of employees and all other supervisors who may be involved in making "reasonable suspicion" decisions as to whether or not an employee may be fit for duty based on observable behavior and should receive a drug and/or alcohol test are required to receive approximately 60 minutes of approved training on controlled substance use, alcohol misuse and reasonable suspicion determinations. This training will be provided by a contractor and will cover the physical, behavioral, speech and performance indicators of use of controlled substances and of probable alcohol misuse.
  - j.** All employees will receive educational material which explains the requirements, policies and procedures of the drug and alcohol testing program. This information will contain prohibitions, consequences, and information on the effects and symptoms of drug and alcohol use. Employees are required to sign a certificate indicating they have received this information. If employees refuse to sign the form indicating they have received this information, they will be subject to appropriate discipline. If employees refuse to sign the forms necessary for them to be tested or refuse to be tested for controlled substances and/or alcohol, the employee will have been deemed to have tested positive and will be subject to the provisions of h. above.
  - k.** All drug and alcohol testing required by this policy, except for return to duty testing, is considered to be conducted on duty time and thus employees are in compensable status for all time spent providing a urine or breath sample, including travel time to and from the collection site.
  - l.** An employee removed from duty pending the outcome of a reasonable suspicion controlled substance test may use Combined Leave or Leave Without Pay. If the test result is negative, the employee will be made whole for any wages lost, or paid leave used.
  - m.** If an employee is removed from duty and referred to treatment following a positive test for controlled substances and/or alcohol, he/she may use paid sick leave or sick leave without pay consistent with the provisions of the Collective Bargaining Agreement.

## 2. DEFINITIONS

- a. **Alcohol.** The intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or other low molecular weight alcohols, including methyl and isopropyl alcohol.
- b. **Alcohol use.** The consumption of any beverage, mixture, or preparation. For employees in the CDL program this definition also includes the consumption of any medication containing alcohol.
- c. **Breath Alcohol Technician (BAT).** An individual who instructs and assists individuals in the alcohol testing process and operates an Evidential Breath Testing (EBT) device.
- d. **Controlled Substances.** The controlled substances covered by this policy include cocaine, marijuana, opiates, phencyclidine (PCP), amphetamines, barbiturates, Benzodiapin and Quaaludes (Methaqualine).
- e. **Medical Review Officer (MRO).** A licensed physician (medical doctor or doctor of osteopathy) employed by the contractor responsible for receiving laboratory results generated by an Employers drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's confirmed positive test result together with the employee's medical history and any other biomedical information.
- f. **Evidential Breath Testing Device.** A device approved by the National Highway Traffic Safety Administration for the evidential testing of breath.
- g. **Reasonable suspicion.** A belief that the employee has violated the controlled substance and/or alcohol prohibitions, based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. Other indicators of reasonable suspicion include: (A) a positive reading from drug interdiction equipment; (B) A positive reaction from a K-9 dog to an employee's person and/or property; and (C) notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.
- h. **Refusal to submit to testing.** An employee who (a) refuses or fails to provide adequate urine for controlled substances testing without a valid medical explanation after the employee has received notice of the requirement for urine testing; or (b) refuses or fails to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing; (c) engages in conduct that clearly obstructs the testing process.

**i. Positive Test:**

- 1) Initial test analyte and cutoff concentration:
  - a) Marijuana metabolites 50 ng/ml
  - b) Cocaine metabolites 150 ng/ml
  - c) Opiates metabolites 2000 ng/ml  
Codeine/Morphine<sup>1</sup>
  - d) 6-Acetylmorphine 10 ng/ml
  - e) Phencyclidine 25 ng/ml
  - f) Amphetamines<sup>2</sup> 500 ng/ml  
AMP/MAMP<sup>3</sup>
  - g) MDMA<sup>4</sup> 500 ng/ml
  
- 2) Confirmatory test analyte and cutoff concentration:
  - a) THCA<sup>5</sup> 15 ng/ml
  - b) Benzoylcegonine 100 ng/ml
  - c) Codeine 2000 ng/ml  
Morphine 2000 ng/ml
  - d) 6-Acetylmorphine 10 ng/ml
  - e) Phencyclidine 25 ng/ml
  - f) Amphetamines 250 ng/ml  
Methamphetamine<sup>6</sup> 250 ng/ml
  - g) MDMA 250 ng/ml  
MDA<sup>7</sup> 250 ng/ml  
MDEA<sup>8</sup> 250 ng/ml

\* These Analytes and their cutoff concentrations are effective October 1, 2010 and referenced in the Federal Register, November 25, 2008 (73 FR 71858) Section 3.4, and were established by the Substance Abuse and Mental Health Services Administration Mandatory Guidelines for Federal Workplace Drug Testing Programs within the Department of Health and Human Services (DHHS) and are subject to change by the Department of Health and Human Services. When advances in technology or other considerations warrant identification of these substances in other concentrations and the Department of Health and Human Services (DHHS) changes the Mandatory Guidelines for Federal Drug Testing Programs, the Drug Testing thresholds enumerated above will be changed as of the same effective date.

**j. The selected contractor must use a Department of Health and Human Services certified laboratory.**

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<sup>1</sup> Morphine is the target analyte for codeine/morphine testing.

<sup>2</sup> Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff

<sup>3</sup> Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

<sup>4</sup> Methylenedioxyamphetamine (MDMA).

<sup>5</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

<sup>6</sup> To be reported as positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/ml.

<sup>7</sup> Methylenedioxyamphetamine (MDA).

<sup>8</sup> Methylenedioxyethylamphetamine (MDEA).

### 3. RESPONSIBILITIES

- a.** Department of Corrections and Department of Human Services will establish overall policy and administer the program activities by coordinating with the Association to ensure all program activities are coordinated and appropriate communication occurs. Specific responsibilities include:
- 1) Developing information material to be given to all employees to explain the drug and alcohol testing requirements and applicable policies regarding drug and alcohol use and the consequences.
  - 2) Coordinating with the State Civil Service Commission and the Bureau of State Employment to ensure that employment/recruitment material includes information on the drug and alcohol testing requirements, and that procedures are established to deal with employees who fail the drug and/or alcohol tests.
  - 3) Ensuring that orientation information for covered employees reflects the policies, procedures, testing requirements, and consequences mandated by this program.
  - 4) Ensuring that all appropriate agency management are aware of drug and alcohol policy and program requirements, and that all aspects of the program policies and procedures are coordinated and implemented within the agency.
  - 5) Ensuring that appropriate agency procedures have been established to ensure that drug and alcohol testing occurs as required for:
    - a) Reasonable suspicion
    - b) Return-to-duty
    - c) Follow-up
  - 6) In conjunction with the Office of Administration ensure that SEAP and the contractor share appropriate information and follow established policies and procedures.
- b.** Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that the drug and alcohol testing program is implemented, coordinated, and maintained in their respective institutions by:
- 1) Ensuring that all appropriate supervisors receive the MANDATORY training.
  - 2) Ensuring that appropriate records are maintained only by identified personnel and that strict confidentiality procedures are followed for the testing results.
  - 3) Ensuring that appropriate agency procedures are established for dealing with employees who test positive for drugs and/or alcohol.

- c. Agency Personnel Officer is to assist Institution/Boot Camp/Corrections Community Center Coordinators in ensuring that all personnel program activities affected by the program requirements have been modified to meet these requirements which impact upon the recruitment, hiring, orientation, testing, training, transactions, discipline, labor relations and record keeping activities of the agency.
- d. Selected Contractors are responsible for administering the drug and alcohol testing requirements, supervisory training, record keeping and reporting processes consistent with the signed contract and this policy.
- e. The Department of Corrections and Department of Human Services are responsible for developing and/or obtaining educational/procedural materials relating to this program and disseminating such materials to all affected employees.
- f. State Employees Assistance Program will coordinate the evaluation and referral of employees who have tested positive for controlled substances and/or alcohol with a substance abuse professional. SEAP will coordinate all aspects of evaluation, treatment and follow up and communicate appropriately with the employee, agency and contractor.

#### **4. PROCEDURES**

- a. Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that all supervisors who may be involved in a "reasonable suspicion" determination are identified and trained in accordance with these procedures.
  - b. Reasonable Suspicion Testing for Observable Behavior.
    - 1) An agency supervisor/manager, who has been trained in accordance with the regulations, must require an employee to submit to a controlled substance and/or alcohol test when the supervisor has reasonable suspicion to believe the employee has violated the controlled substance and/or alcohol prohibitions. Upon determining that reasonable suspicion due to observable behavior exists, the agency supervisor/manager should have another supervisor/manager who has been trained in accordance with the regulations, witness the observations.
    - 2) The required observations for controlled substances and alcohol reasonable suspicion testing must be made by a supervisor or manager who is trained in accordance with the following requirements:
      - a) Supervisors/Managers designated to determine whether reasonable suspicion exists to require an employee to undergo controlled substance and/or alcohol testing must receive the Department of Corrections approved training on controlled substances, alcohol misuse and reasonable suspicion determinations.

- b) The training provided by the contractor must cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.
  - 3) A written record must be made of the observations leading to a controlled substances and/or alcohol test, and must be signed by the supervisor/manager who made the observations. A separate independently written statement must be signed by the supervisor/manager who witnesses the observations. These reports must be made within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.
  - 4) Department of Corrections must transport the employee to and from the testing site. The employee must be removed from duty until verified test results are received. If the test results are negative, the employee will be returned to work with back pay or the return of paid leave taken.
  - 5) The employee is to be given a form which the employee must present to the testing facility prior to testing. This form will contain employee identification and notification information as well as the name of the agency contact person.
  - 6) The employee must provide the testing site with positive identification in the form of a photo I.D.
- c. Reasonable Suspicion for a positive reaction to drug interdiction equipment or a positive reaction by a K-9 dog to an employee's person and/or property or notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.
- 1) If an employee has a positive reaction to Drug interdiction equipment in accordance with the Department of Corrections Drug Interdiction Procedures Manual, Policy Number 6.3.12, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.
  - 2) If a positive reaction to an employee's person and/or property by a K-9 detects the presence of contraband in accordance with the Department of Corrections, Drug Interdiction Procedures Manual 6.3.12, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.
  - 3) If the Department is notified that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.

**d.** Return to duty testing.

- 1) If SEAP has determined that the employee requires treatment, SEAP must certify to the agency that an employee identified as needing assistance in resolving problems associated with controlled substance use and/or alcohol misuse was evaluated by a substance abuse professional, the employee followed the rehabilitation program prescribed, and the employee has undergone a return to duty controlled substance test with a verified negative result.
- 2) Before an employee can be returned to duty, the employee must undergo both alcohol and a controlled substance returned to duty test with negative results.

**e.** Follow-up testing.

The employee shall be subject to a minimum of six unannounced follow-up controlled substance and/or alcohol tests as directed by the substance abuse professional during the 12 month period following the employees return to duty.

**f.** Positive controlled substance test results.

- 1) Upon confirmation of a positive test result, the employee may request a secondary split sample be sent to a different certified laboratory to be analyzed.
- 2) If an employee has a verified positive test for controlled substances, the Medical Review Officer will inform the employee and the agency contact person, in writing. Prior to verifying a positive result, the MRO will make every reasonable effort to contact the employee confidentially and afford the employee the opportunity to discuss the test result. If after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO shall contact a designated management official who shall direct the employee to contact the MRO as soon as possible (within 24 hours).
- 3) As soon as the agency is notified of a verified positive test result, the agency contact person must ensure that the employee is removed immediately from the performance of work.

**g.** Maintenance of Records.

- 1) The Contractor will be responsible for maintaining all records resulting from the administration of drug and alcohol tests under this program. These records will be maintained as outlined in the contract with DOC and will be consistent with the federal requirements.
- 2) The MRO will notify the employee, in writing, of both positive and negative drug and/or alcohol test results, and the specific controlled substances for which the test was verified positive.

- 3) With the employee's written consent, the Contractor will provide any of the testing information to another Employer.
- 4) The Department of Corrections are to establish internal confidential procedures to ensure that testing notifications, test results, and any other data pertaining to the drug and alcohol testing of employee are maintained in a locked file and are released only to authorized personnel as determined by the agency Coordinator.

**h.** Training.

- 1) The Contractor will provide drug and alcohol training to supervisors.
- 2) The Contractor or Agency Personnel Office will notify Institution/Boot Camp contact persons where and when training will be conducted. This training is mandatory and it is the institution's responsibility to ensure that employees and supervisors receive this training. If an employee/supervisor is unable to participate in the scheduled training, the Institution/Boot Camp Coordinator should be notified and the Coordinator should make alternate arrangements through the employee to receive the training as soon as possible.
- 3) No supervisor should be involved in a reasonable suspicion determination unless the supervisor has received the required training.
- 4) Once the initial training is provided, new supervisors/managers of employees are to be provided the required training from the Contractor or Agency Personnel Office within 60 days of becoming a supervisor/manager of these employees. Agency Coordinators shall contact the Contractor within 10 days of the employee becoming a supervisor and provide the names and locations of the supervisors/managers in need of training.
- 5) New employees will be provided educational material during their orientation regarding the policies and requirements of the drug and alcohol testing program. Prior to any testing, the employee will be provided with additional information. The employee will be required to sign receipt of any information and forms that are provided. Employees in this bargaining unit who are randomly tested for controlled substances and/or alcohol under the CDL policy and who test positive will be treated under the provisions of this policy.

Employees in this bargaining unit who are tested for controlled substances and/or alcohol due to the employee's assignment to the Drug Interdiction Team and who test positive will be treated under the provisions of this policy.

**APPENDIX F**

**MEMORANDUM OF UNDERSTANDING  
PROVIDING FOR  
PROCEEDINGS BEFORE  
THE COMMONWEALTH OF PENNSYLVANIA  
HEART AND LUNG ACT/ACT 534/ACT 632  
GRIEVANCE ARBITRATION PANEL**

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**An Agreement Reached Through Collective Bargaining  
Between the Commonwealth of Pennsylvania and the  
Pennsylvania State Corrections Officers Association**

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**ARTICLE I  
GENERAL PROVISIONS**

**Section 1. Scope.**

This Agreement applies to all proceedings before Arbitrators Ralph Colflesh and Thomas McConnell and any future arbitrators selected by the parties pursuant to Paragraph 10 of the January 31, 2006 Interest Arbitration Award to hear appeals of claims filed pursuant to the "Heart and Lung Act" (53 P.S. § 637), "Act 534" (61 P.S. § 951), and "Act 632" (61 P.S. § 951). This Agreement may only be amended by mutual written agreement between the parties or by arbitration pursuant to Act No. 195.

## **Section 2. Definitions.**

The following words and terms, when used in this Agreement, shall have the following meanings unless the context clearly indicates otherwise:

**The "Acts"** - The Heart and Lung Act (53 P.S. § 637), Act 632 (61 P.S. § 951) and/or Act 534 (61 P.S. § 951)

**Arbitrator/Arbitration Panel** - Ralph Colflesh, Thomas McConnell or arbitrators who are subsequently selected by the parties using the procedures set out in Paragraph 10 of the January 31, 2006 Interest Arbitration Award.

**Association** - The Pennsylvania State Corrections Officers Association (PSCOA)

**The "Award"** - The January 31, 2006 Interest Arbitration Award of the Panel of Arbitrators chaired by Jeffrey B. Tener.

**Claim** - A claim for benefits under the Heart and Lung Act, Act 534 and/or Act 632. An initial claim, an appeal of a denial of benefits or petition filed by either party relating to eligibility for benefits, modification of benefits, suspension of benefits, reinstatement of benefits, termination of benefits, review of benefits, or any matter relating to medical examinations or medical treatment, reasonableness or relatedness of medical treatment, discovery of evidence or the meaning or application of the Acts to a member of the Pennsylvania State Corrections Officers Association.

**Claimant** - A represented employee who files a petition for or otherwise receives benefits under the Acts.

**Commonwealth** - The Commonwealth of Pennsylvania, including the Department of Corrections and the Department of Public Welfare.

**Day** - For purposes of computing time under this Agreement, a day shall mean a calendar day, except that when the time provided is less than thirty (30) days, the term day shall exclude Saturdays, Sundays and official Commonwealth holidays.

**DOC** - Department of Corrections

**DPW** - Department of Public Welfare

**Party** - Includes the Commonwealth or the Pennsylvania State Corrections Officers Association

**Section 3. Initial Claims for Benefits Under the Heart and Lung Act, Act 632 and Act 534.**

(a) An initial claim for benefits under the Acts shall be filed within the applicable statutory periods as required by law. All employees of the DOC shall file claims with the Field Human Resources Officer at the DOC facility at which they are employed. All DPW employees shall file claims with the Human Resources Manager at the DPW facility at which they are employed. Initial claims shall be filed in accordance with existing injury claims reporting procedures.

(b) The claimant shall provide the DOC or DPW with a list of all medical providers who have provided treatment for the claimed injury and shall execute a medical release authorizing the release of the medical providers' records to the Commonwealth.

(c) The Commonwealth shall have the right to have all claimants examined by a physician of the Commonwealth's choosing.

(d) DOC and DPW will make a written determination approving or denying any claim within twenty-one (21) days of receipt of the initial claim or it will be deemed denied automatically. Conditional denials will be issued when the Commonwealth is not provided with medical authorization/medical records or the claimant does not attend a scheduled medical examination within twenty-one (21) days. The Commonwealth will reexamine its conditional denial once all relevant medical records have been obtained and a Commonwealth medical examination has been completed.

(e) The initial claim shall provide the Commonwealth with sufficient information to make a determination approving or denying the claim. A claimant's failure to provide such

information, after being notified by the Commonwealth of the need for additional information, shall stay the Commonwealth's obligation to respond to the claim until such information is received. Failure to submit the claim form(s), provide the Commonwealth with all relevant medical records and/or submit to a Commonwealth medical examination shall result in a denial of the Claim.

(f) In the event the Commonwealth denies a claim, a "Notice of Denial" will be served on the claimant and the Association. Such Notice will advise the claimant and the Association of their right to file the attached appeal form, and the time period for filing the appeal form.

(g) Upon receipt of a notice of denial, the PSCOA shall have thirty (30) days to file the attached appeal form to the Arbitration Panel pursuant to Paragraphs 10 and 11 of the Award. Upon receipt of the appeal form, the Commonwealth's Office of Administration shall assign the appeal in order of receipt to the Arbitration Panel for a hearing. The PSCOA's appeals and the Commonwealth's petitions shall be e-mailed to the Commonwealth's Office of Administration and the opposing party copied on this e-mail. The cases shall be assigned in the order the e-mails are received. The cases shall be assigned alternately to each arbitrator on a first in -first out system. Cases assigned to individual arbitrators will stay with the arbitrator through decision. The parties shall have the ability to agree to move one of the parties' cases forward on the arbitrators' dockets by switching the case for one of the parties' cases that is higher up on the docket. Should an agreement not be reached the parties shall have the ability to raise such issues with the arbitrators via a telephone conference. Any agreements or arbitrator decisions to change the docket order of cases shall be communicated to the Office of Administration via e-mail with a copy to all parties.

(h) The Commonwealth agrees that up to the date of the scheduled arbitration the Association shall have the right to request reconsideration of a denial of benefits and submit any additional evidence including updated medical reports to the Commonwealth.

(i) Once an appeal or a petition is filed a meeting shall be scheduled within thirty days between the Commonwealth and the Association to discuss possible resolutions of claims or petitions. During this thirty days the process of scheduling a hearing before the Arbitrator shall be tolled. The parties, by mutual agreement, can agree to continue this tolling period while a resolution is attempted. The resolution meeting is nonbinding and no evidence of what takes place at these meetings shall be introduced to the arbitrator(s) unless the parties reach a settlement agreement that has been reduced to writing. The parties agree that this resolution meeting process will be tried for six months from the effective date of this agreement. Either party can discontinue this meeting process, after six months, by providing written notice to the other party.

**Section 4. Termination, Suspension, or Modification of Benefits.**

(a) In the event that the Commonwealth should file a Petition to Terminate, Suspend or Modify Benefits or requesting other relief under the Acts pursuant to the terms of this Agreement, it shall serve both the claimant and the Association with a copy of the Petition. Petitions will be scheduled for hearing in the order they are received by the Office of Administration.

**ARTICLE II  
ARBITRATION PANEL**

**Section 1. Rules for Selecting Arbitrators and the Arbitration Panel.**

(a) Appeals filed for benefits provided under the Acts shall be heard and decided only by a member of the Arbitration Panel established pursuant to this Agreement and Paragraph 10 of the Award. The arbitrators will be assigned cases in the manner described below.

(b) The arbitrators shall alternate and sit as individual arbitrators to hear all disputes under the Acts. As much as possible, the arbitrators shall equally split the cases.

(c) Hearings shall be held before the arbitrators at least two full hearing days per month unless the parties request and the arbitrators agree to sit more often to deal with any backlog of cases. The hearings shall be held in Harrisburg unless the arbitrator grants the motion of a party to hold a hearing day or days in another locale such as Philadelphia or Pittsburgh for the geographic convenience of the parties when there is a case or cases at that locale which will result in a full hearing day at that locale.

**Section 2. Authority of the Arbitration Panel.**

(a) The Arbitrators shall have the authority to decide and resolve all issues arising between and among the parties hereto and the employees represented by the Association regarding any claim made under this Agreement.

(b) The Arbitration Panel shall be bound by judicial opinions interpreting the Acts.

(c) The Arbitrator is not bound by, but should be guided by, prior decisions of members of the Arbitration Panel in cases between the parties using these procedures.

(d) The Arbitrators shall have the authority to grant, deny, or modify any appeal for benefits. The Arbitrators shall have the additional authority to terminate, suspend or modify benefits, rule on the reasonableness and necessity of medical treatment, compel the production of documents,

compel the submission to medical examinations, or to order any other action deemed necessary to expedite a fair and final resolution of any claim or petition. The Arbitrators' authority to award economic remedies is limited to the compensation available under the Acts.

**Section 3. Assignment of Cases to the Arbitration Panel.**

(a) Unless the parties agree otherwise, each Arbitrator shall be assigned cases in rotation. Cases shall be assigned in chronological order based on the date the appeal is received by the Office of Administration, Bureau of Labor Relations. The cases shall be assigned to the Arbitrators by the Commonwealth's Office of Administration on a first in-first out basis.

(b) The parties and the Arbitrator(s) will make every effort to hold hearings and issue decisions as expeditiously as possible.

**Section 4. Arbitration Fees.**

(a) The fees and expenses charged by an Arbitrator shall be split equally between the Commonwealth and the Association.

(b) Each party shall bear any costs associated with its presentation of a case and its defense of a case including its own attorney's fees.

(c) Any claimant who is represented by counsel shall be entirely responsible for his or her legal fees and costs, in connection with all proceedings under this Agreement including but not limited to the filing of a claim or the defense of a Commonwealth Petition.

**ARTICLE III  
PRE-HEARING PROCEDURES**

**Section 1. Depositions.**

(a) Any party may, but is not required to, take the oral deposition of any medical expert or treating physician at any time subsequent to the initiation of proceedings hereunder in order to establish any disputed issue regarding any pending claim. The party taking the deposition shall solely be responsible for the costs/fees of the deposition.

(b) Any party, claimant or witness may object to the oral deposition in writing prior to the scheduled date of the deposition. The serving of the objection shall stay the deposition until such time as it is ordered by an Arbitrator to be held. Any party, claimant or witness may request a ruling on the objection by filing a written request with the Arbitrator assigned to hear the claim, with a copy to all parties, the claimant and the witness. The request for ruling shall be accompanied by a copy of the notice of oral deposition, any subpoena and the written objection required by this paragraph. The Arbitrator will, after giving the parties due notice and opportunity to be heard, rule on the objection within fifteen (15) days of receipt of the objection or within five (5) working days after the opportunity to be heard. The Arbitrator is not required to hold a hearing on the objection, but instead may require that all arguments and responses be submitted in writing. The Arbitrator may also, at his discretion, schedule a phone conference to rule on any disputes regarding depositions.

(c) Transcripts of oral depositions will be presumed admissible unless the opposing party objects prior to the hearing.

**Section 2. Documents.**

(a) Any party who intends to offer the following documents in evidence must give the other party reasonable notice of such intent accompanied by a copy of the document.

(1) Bills, records and reports of medical providers, including but not

limited to, records of hospital, doctors, dentists, registered nurses, licensed practical nurses and physical therapists or other licensed health care providers.

(2) Bills for drugs, medical appliances and prescriptions.

(3) Salary and attendance records.

(b) These documents are presumed admissible without the need for additional testimony unless an objection to the document's admissibility is made. The Arbitrator shall rule on any objection and provide the offering party an opportunity to bring in any necessary witness at a future hearing.

(c) The claimant or any other party may subpoena the person whose testimony is waived by this rule to appear at the hearing and any adverse party may cross-examine him as to the document as if he were a witness for the party offering the document.

### **Section 3. Authorizations.**

The claimant must submit to the Commonwealth any signed authorizations/releases necessary for the Commonwealth to obtain medical reports, medical records, medical bills, employment records or any other records, documents or information that may be relevant to the claim.

### **Section 4. Subpoenas.**

(a) A party in interest in any proceeding under this Agreement may request that the Arbitrator assigned to hear the claims issue a subpoena to compel the attendance of a witness or require the production of any documents, records, or items relevant to the proceeding at a scheduled hearing or deposition.

(b) The Arbitrator may, upon the filing of written objections by any person served with a subpoena or any party in interest, and upon due notice to all parties in interest an opportunity to be heard, quash or limit the scope of any subpoena issued or served.

**Section 5. Physical Examination of Claimant By Commonwealth-Designated Doctor.**

The Commonwealth shall have the right to cause the physical examination of a claimant by a health care provider of the Commonwealth's choice. Said examination shall only be conducted upon reasonable notice to the claimant. Immediately upon receipt of same, the Commonwealth shall provide the claimant and the Union with a true and correct copy of any report or other document issued by such health care provider.

**ARTICLE IV  
ARBITRATION HEARING PROCEDURES**

**Section 1. Arbitration Hearing.**

(a) It is the intent of both parties to provide a hearing within one hundred twenty (120) days of the filing of any appeal or petition and that all evidence be presented at such hearing.

(b) All witnesses shall testify under oath administered by the Arbitrator.

(c) The rules of evidence shall be applied to the same extent and in the same manner as in a labor arbitration.

(d) It is the intent and desire of the parties that the Arbitrators hear and resolve as many cases as possible in a single proceeding. On any hearing day, cases shall be heard by the Arbitration Panel in order of the chronological date on which they were initiated.

(e) The Association shall have exclusive jurisdiction to initiate proceedings, on behalf of employees represented by the Association, under this agreement.

(f) A stenographic record will be kept of all arbitration hearings. The parties shall pay for their own copies of any requested transcripts.

**Section 2. Briefs.**

(a) The Arbitrators may require and the parties may submit proposed findings of fact, conclusions of law and legal briefs or memoranda to the Arbitrator for his review and consideration.

(b) All submissions referred to in paragraph (a) must be made within the time set by the Arbitrator but, except in extraordinary cases, not later than twenty (20) days following the completion of the evidentiary portion of the case.

**Section 3. Decisions of the Arbitration Panel.**

(a) Following the conclusion of the case, the Arbitrator shall issue a written decision and supporting opinion as expeditiously as possible. It shall contain findings of fact, conclusions of law, and an appropriate order based upon such record as may be proper under the circumstances. The Arbitrator shall provide reasons for any credibility findings or rulings.

**Section 4. Legal Fees.**

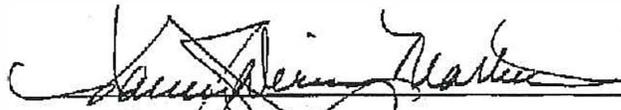
The Commonwealth and the Association shall be responsible for payment of their own legal fees and costs. The Arbitrators shall have no authority to award legal fees or costs to any party. Any and all payments of legal fees and costs shall solely be the responsibility of each party.

**ARTICLE V  
APPLICABILITY OF AGREEMENT**

**Section 1.** This Memorandum shall be without prejudice to the rights that either party, or any member of the Association, might otherwise possess under law.

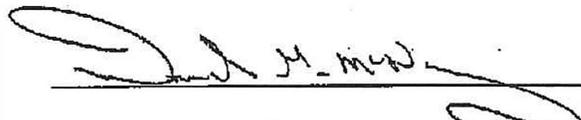
**Section 2.** Nothing in this Memorandum shall have any impact upon the rights and obligations of the parties under the Pennsylvania Workers' Compensation Act ("PWCA") nor shall it preclude the parties from exercising all rights under the PWCA.

**COMMONWEALTH OF PENNSYLVANIA By:**

  
\_\_\_\_\_  
Date: 6-13-06

**PENNSYLVANIA STATE CORRECTIONS  
OFFICERS ASSOCIATION**

By:

  
\_\_\_\_\_  
Date: 4-24-06

**H-1 BARGAINING UNIT 632/534/HEART AND LUNG ARBITRATION APPEAL FORM**

1. Name \_\_\_\_\_

2. Address \_\_\_\_\_

3. Phone Number \_\_\_\_\_

4. Personnel Number \_\_\_\_\_

5. List what Benefits you are claiming-Act 632 \_\_\_\_\_ Act 534 \_\_\_\_\_

Heart and Lung \_\_\_\_\_

6. Describe your injury including the date, time and place it occurred.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Describe why you believe your injury entitles you to benefits?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Describe why you believe your injury disables you from working.

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9. List any and all witnesses to your injury.

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10. List the name and address of all medical providers including hospitals where you have received treatment for this injury.

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CLAIMANT

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DATE

**Commonwealth's Petition for a hearing before the Heart and Lung,  
Act 632, Act 534 Arbitration Panel**

Termination	_____
Suspension	_____
Modification	_____
Review of Medical Treatment	_____
Other	_____

Claimant's Name: \_\_\_\_\_  
Personnel Number: \_\_\_\_\_  
Date of Injury: \_\_\_\_\_

The Commonwealth requests a hearing to address the Commonwealth's request that the Arbitration Panel order the following action: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Commonwealth

\_\_\_\_\_  
Date

AFSCME  
P.S.A. & CO.



COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE  
OFFICE OF BUDGET AND ADMINISTRATION

Office of Personnel Services  
Bureau of Labor Relations

April 12, 1982

Refer to \_\_\_\_\_

Mailing Address  
BUREAU OF LABOR RELATIONS  
960 N. Sixth Street  
Harrisburg, Pa. 17102

April 12, 1982

Mr. Edward J. Keller  
Executive Director  
AFSCME, Council 13  
301 Chestnut Street, 5th Floor  
Harrisburg, Pa. 17101

Dear Mr. Keller:

The collective bargaining agreement between the Correction Officers and Psychiatric Security Aides and the Memorandum of Understanding for the Psychiatric Security Aide First-Level Supervisors requires that a uniform allowance of \$100 be paid on July 1, 1982.

The Commonwealth's proposes the following criteria for eligibility for the allowance:

1. All Correction Officers, Psychiatric Security Aides and Psychiatric Security Aide Supervisors who were in active pay status for 200 working days during the preceding twelve months (July 1, 1981 - July 1, 1982) will receive the entire \$100.
2. Employees who were in compensable status less than 200 working days will receive a pro-rata share of the allowance.

For purposes of this provision, active work status shall refer to the items listed in Article 20, Section 2 of the collective bargaining agreement.

Mr. Edward J. Keller  
Page 2  
April 12, 1982

If you are in agreement with this proposal, please sign  
the enclosed copy and return it to me.

Sincerely,

*Carol S. Scott*  
Carol S. Scott  
Bureau of Labor Relations

*Edward J. Keller*  
Edward J. Keller, AFSCME

*4/13/82*  
Date

cc: T. Krapcho  
K. Adams  
L. Burnett  
G. Hartall

CSS/gp



COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICE  
OFFICE OF ADMINISTRATION

RECEIVED  
JUN 14 1988  
AFSCME COUNCIL 13  
GRIEVANCE DEPT.

June 14, 1988

Mailing Address  
BUREAU OF LABOR RELATIONS  
404 Finance Building

Harrisburg, Pennsylvania 17120  
Mr. Richard A. Zamboni  
AFSCME Committee Chairperson  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111-1599

Dear Mr. Zamboni:

The Departments of Corrections and Public Welfare are willing to ensure sufficient opportunities exist for the Corrections Officers and Psychiatric Security Aides at each Institution to use the leave they will earn during the calendar year. Furthermore, the Departments are willing not to reduce the present number of opportunities which exist at the Institutions based on this review. However, future adjustments may be made based on management's responsibility to maintain efficient operations.

In order to implement the Departments' commitment, the parties, as requested by the Union, would meet locally to review the Institution's current leave complements to ensure they provide Corrections Officers and Psychiatric Security Aides with sufficient opportunities to use their leave during the calendar year. In the event there is a disagreement as to whether the complements do, in fact, provide sufficient opportunities, the Union can request a meeting at the Department level for the purpose of resolving the dispute(s).

If you agree the Departments' commitment effectively resolves the concerns the Union expressed, please so indicate by signing below and return the original to me. A copy is provided for your records.

Sincerely,

*Kathryn H. C. Adams*  
Kathryn H. C. Adams  
Commonwealth Chairperson

*Richard A. Zamboni*  
Richard A. Zamboni  
AFSCME Committee Chairperson

KHC:bb

- cc: Mr. Lindsay
- Mr. Fox
- Mr. Bray
- Mr. Zuback
- Mr. Krapsho
- Ms. Scott
- Mr. Owens
- Mr. DeRamus



COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICE  
OFFICE OF ADMINISTRATION

RECEIVED  
JUL 12 1988  
OFFICE OF ADMINISTRATION  
GRIEVANCE DEPT.

Mailing Address  
BUREAU OF LABOR RELATIONS  
404 Finance Building  
Harrisburg, Pennsylvania 17120

July 12, 1988

Michael Fox, Director  
Grievance Section  
AFSCME - Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111-1599

RE: Grievance Information Requests  
Department of Corrections

Dear Mr. Fox:

This will confirm our discussions regarding the resolution of requests for information which the Department of Corrections considers confidential.

When a grievance is filed and AFSCME requests information which the Department of Corrections determines is confidential, the following procedure will be followed:

1. A representative from the Department of Corrections and a representative from the Bureau of Labor Relations, Office of Administration, will meet with you, Mr. Zamboni or Mr. Lindsay of your staff. At this meeting, the requested confidential information will be reviewed by these individuals in order to determine what information can be released or otherwise utilized in grievance processing and arbitration. Either you, Mr. Zamboni or Mr. Lindsay will be provided copies of whatever portions of the information is agreed upon.
2. AFSCME agrees the confidential information reviewed by you, Mr. Zamboni or Mr. Lindsay will be kept in strict confidence and will not be discussed with or released to anyone outside of this meeting.

Michael Fox  
Page Two  
July 12, 1988

In cases when portions of the confidential material are not released but when in their opinion AFSCME believes it is necessary for its presentation at a subsequent hearing on the matter, the parties agree to jointly approach the arbitrator or hearing examiner and provide an in camera viewing of the confidential information. This will permit the arbitrator or hearing examiner to review this information. However, the parties also agree the arbitrator or hearing examiner may make no mention of this confidential information in the final written document, either the Arbitration Award or the Proposed Decision and Order.

If the above accurately reflects our discussions, please so indicate by signing below.

Sincerely,

  
Steven Zaback  
Director

  
MICHAEL FOX  
AFSCME - Council 13

2/15/88  
DATE

SZ/FAF/lcb/4

A37 (MISC)  
Cora - Julie Jr



COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICE  
OFFICE OF ADMINISTRATION

• Mailing Address  
BUREAU OF LABOR RELATIONS  
404 Finance Building  
Harrisburg, Pennsylvania 17120

August 4, 1988

Mr. E. Michael Fox  
AFSCME, Council 13  
4031 Executive Park Drive  
Harrisburg, Pa. 17111-1599

RE: Attached List of Transport  
Grievances in Department  
of Corrections

Dear Mike:

I reviewed your proposed settlement dated May 10, 1988, with officials from the Department of Correction and members of my staff. I believe the following will resolve the above referenced grievances:

1. This agreement will apply only to employes in the H1 bargaining unit regarding the transportation of inmates between institutions, for extradition proceedings, for returning escapees, for doctor and hospital visits, or any other movement outside a correctional facility. This agreement, however, will not apply to staff-escorted leave or work details.
2. Regarding transport of inmates, employes in the H1 bargaining unit will be assigned and be responsible for the security function for the transport of inmates. The transport of inmates is bargaining unit work, except as modified per this agreement. The number of bargaining unit employes to be assigned will be based upon the current policy which takes into account the number of inmates to be transported and the security classification of the inmate or inmates and other relevant factors.

3. In those instances related to returning escaped inmates, the following guidelines shall be followed:
  - a. A commissioned officer, Lieutenant and above may accompany or be part of the transport detail.
  - b. The Commonwealth may use bargaining unit employees scheduled to work on the day of the trip when possible to minimize overtime costs.
4. Correction Officer Trainees may accompany a transport detail for the purpose training and observing proper transport procedures; however, Correction Officer Trainees are not to be used as a Correction Officer on any transport detail outside a Correctional institution until the employee qualifies per departmental training guidelines.
5. This policy does not preclude the assignment of non-bargaining unit personnel from accompanying the transport detail to perform non-security related functions.
6. The settlement will resolve all issues encompassed in the attached list of grievances.
7. The attached list of grievances will be withdrawn from the grievance procedure.

If there are any questions concerning the settlement as proposed, do not hesitate to contact me. If the above settlement is correct and accurate, kindly sign the space provided and return a copy to my office as soon as possible.

Very truly yours,



Steven Zuback  
Director of Labor Relations



E. Michael Fox  
Chief, Grievance Division  
AFSCME, Council 13

Attach.

SZ:me/wd20

12/03/89  
12/05/89

14:04  
12:01

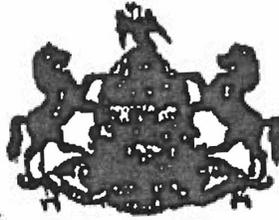
AFSCME COUNCIL 13  
OFF. OF ADMIN. BUR. OF LAB. REL.

NO. 826

P002/003

NO. 826

P002/003



**COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICES  
OFFICE OF ADMINISTRATION**

Mailing Address  
**BUREAU OF LABOR RELATIONS**  
404 Finance Building  
Harrisburg, Pennsylvania 17120-0018

December 5, 1989

Mr. Richard Lindsay  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, Pa. 17111-1599

Dear Mr. Lindsay:

The H-1 collective bargaining agreement now provides a \$150.00 clothing allowance to those employees in the Department of Corrections added to the unit in January and November 1988, except Pre-Release Center Monitors.

The Commonwealth proposes the following criteria for eligibility for the allowance:

1. All employees added to this unit in January and November 1988, except for Pre-Release Center Monitors, who were in active pay status for 200 working days during the preceding twelve months (July 1, 1988 - July 1, 1989) will receive the entire \$150.00.
2. Employees who were in compensable status less than 200 working days will receive a pro-rata share of the allowance.
3. For the purpose of this provision, active work status shall refer to the items listed in Article 20, Section 2, of the Collective Bargaining Agreement.

Mr. Richard Lindsay  
Page -2-  
December 5, 1989

If you are in agreement with this proposal, please sign the enclosed copy and return it to me.

Sincerely yours,

*Carol S. Scott*  
Carol S. Scott, Chief  
Contract Negotiations and  
Administration

*Richard Lindsay*  
Richard Lindsay  
AFSCME Council 13  
----- 12-5-89  
Date

cc: G. LeClaire  
T. Musser

CSS:sp/wdl6



Corrections 82  
A39  
Covr  
RECEIVED JUL 10 1990

COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICE  
OFFICE OF ADMINISTRATION

Mailing Address  
LEGAL OFFICE  
Room 405 Finance Building  
Harrisburg, Pennsylvania 17120

July 5, 1990

Mr. Michael Fox  
Executive Assistant  
AFSCME, Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111-1599

Re: Settlement Regarding AFSCME's  
Right to Access to Inmate  
Witnesses/PERA-C-89-52-E

Dear Mr. Fox:

After discussions between the parties, we have reached an agreement regarding AFSCME's right to have access to inmate witnesses at the Department of Corrections. The parties have agreed to the following:

1. Regarding the inmate witnesses in question in Case # PERA-C-89-52-E, the Commonwealth agrees to allow AFSCME to interview these inmates at a mutually agreeable time and date; and AFSCME agrees that a representative from the Central Office of the Department of Corrections will be present during these interviews.
2. In the future, AFSCME will be permitted access to inmate witnesses who are relevant to the investigation of grievances or in preparation for arbitration, provided that a representative from the Central Office of the Department of Corrections will be present during those interviews.
3. The Commonwealth agrees that it will stop its practice at SCI Muncy of reducing to writing counseling sessions with AFSCME covered employees regarding the use of non pre-scheduled combined leave after the third occasion of such use.

Michael Fox  
July 5, 1990  
Page 2

4. The Commonwealth reaffirms its agreement with AFSCME that it will not base performance evaluations on dependability solely on the number of times unscheduled leave has been used.

If you agree that this accurately reflects the agreement of the parties, please evidence your agreement by affixing your signature below.

Sincerely,

*Frank A. Fisher, Jr.*  
Frank A. Fisher, Jr.  
Chief Counsel

*M. Fox 7/9/90*  
Michael Fox  
AFSCME Council 13

FAP:dw



March 25, 1993

Mr. Michael Fox  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111-1599

Dear Mr. Fox:

It is agreed that Corrections Officers and Psychiatric Security Aides in the H-1 Bargaining Unit are considered first responders as that term is used in Act 148 of 1990.

It is also agreed that the following term or process would apply if any of the aforementioned employees would have a "significant exposure" as defined in Act 148 of 1990.

SIGNIFICANT EXPOSURE

Direct contact with blood or body fluids of a patient in a manner which, according to the most current guidelines of the Centers for Disease Control, is capable of transmitting HIV, including, but not limited to, a percutaneous injury (e.g., a needle stick or cut with a sharp object), contact of mucous membranes or contact of skin (especially when the exposed skin is chapped, abraded or afflicted with dermatitis or if the contact is prolonged or involves an extensive area).

PROCESS AFTER EXPOSURE

1. Employee requests evaluation by physician within 24 hours of exposure.
2. Within 72 hours of exam, physician must make written certification of significance of exposure.
3. If it is determined that a significant exposure has occurred the employee will receive counseling and the opportunity to be tested for the HIV virus. The cost of the test will be paid by the Employer and the employee will be permitted to schedule the test(s) on the Employer's time.

Contact Ken Strohm, Mike Epoca or Louise Henry if you have questions.

**Enclosures**

**cc: Commissioner Lehman  
Executive Deputy Reid  
Deputy Clymer  
Deputy Fulcomer  
Deputy Moore  
Lee Bernard  
Bill Harrison  
Ken Strohm  
Tim Musser  
Louise Henry  
Mike Epoca**

**DRT/mieb**



COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICES  
HARRISBURG

March 18, 1999

CHARLES T. SCIOTTO  
DEPUTY SECRETARY FOR EMPLOYE RELATIONS

RECEIVED

MAR 27 1999

COUNCIL 89

RECEIVED

APR 02 1999

EXECUTIVE OFFICES  
Office of Administration  
Director of Personnel

Michael Fox, Director  
AFSCME District Council 89  
150 South 43rd Street, Suite #2  
Harrisburg, PA 17111-5718

Re: Promotions, Demotions, and Transfers to and within  
the Corrections Officers/ Forensic Security Employees Pay Schedule

Dear Mr. Fox:

This will confirm our discussions and understanding regarding the method of promoting, demoting, or transferring employees on the Corrections Officers/Forensic Security Employees Pay Schedule. The following rules shall apply:

- 1) For employees being promoted, demoted, or transferred between two non-Trainee classifications assigned to the Corrections Officers/Forensic Security Employees Pay Schedule, the employee shall be placed in the new classification at the same pay step and longevity level held by the employee in his/her current classification.
- 2) Pay Range 34, Step S shall be the only assigned pay step for the classifications Corrections Officer Trainee and Forensic Security Employee Trainee. Pay Range 34, Steps A through K shall not apply to the Corrections Officer Trainee and Forensic Security Employee Trainee classifications. CO/FSE Trainees shall be hired at Pay Range 34, Step S, and shall be promoted to CO/FSE 1 at Pay Range 34, Step A upon successful completion of their training period.
- 3) For employees being promoted to CO/FSE Trainee from a classification assigned below Pay Range 34, if the employee's pay rate is less than the CO/FSE Trainee rate, the employee shall be placed at the CO/FSE Trainee rate and shall be promoted upon successful completion of their training period. Upon promotion, the employee's pay step, anniversary date, longevity level, and longevity date shall be adjusted to where the employee would be assigned had they been promoted step-to-step from their prior classification to Pay Range 34.

Promotions, Demotions, and Transfers to and within  
the Corrections Officers/ Forensic Security Employees Pay Schedule

Page 2

4) For employees being promoted to CO/FSE Trainee from a classification assigned below Pay Range 34, if the employee's pay rate exceeds the CO/FSE Trainee rate, the employee shall be "0" stepped at their current rate of pay and shall be promoted upon successful completion of their training period. Upon promotion, the employee's pay step, anniversary date, longevity level, and longevity date shall be adjusted to where the employee would be assigned had they been promoted step-to-step from their prior classification to Pay Range 34.

5) For employees transferring to CO/FSE Trainee from another Pay Range 34 classification, if the employee's pay rate is equal to the CO/FSE Trainee rate, the employee shall remain at the CO/FSE Trainee rate and shall be promoted upon successful completion of their training period. Upon promotion, the employee's pay step, anniversary date, longevity level, and longevity date shall be adjusted to where the employee would be assigned had the employee remained in their prior classification.

6) For employees transferring to CO/FSE Trainee from another Pay Range 34 classification, if the employee's pay rate exceeds the CO/FSE Trainee rate, the employee shall be "0" stepped at their current rate of pay and shall be promoted upon successful completion of their training period. Upon promotion, the employee's pay step, anniversary date, longevity level, and longevity date shall be adjusted to where the employee would be assigned had the employee remained in their prior classification.

7) For employees promoted, demoted or transferred to CO/FSE Trainee from another pay schedule, if the employee's pay rate exceeds the CO/FSE Trainee rate, the employee shall be "0" stepped at their current rate of pay and shall be promoted upon successful completion of their training period. Upon promotion, the employee shall be placed at the hourly rate in the appropriate pay range and longevity level that is closest to but not less than the employee's current hourly rate. The employee's anniversary date shall be established as one year from the promotion date.

On the effective date of general pay increases, employees who are "0" stepped as outlined above, shall receive the annual amount of the general pay increase in the form of a one-time lump sum cash payment rounded to the nearest dollar. If the employee's pay rate does not exceed the trainee rate after a general pay increase, the employee's rate shall be increased by an amount that will make it equal to the trainee rate. The one-time lump sum cash payment shall be reduced by the amount of increase in the employee's annual rate of pay.

An employee previously demoted, furloughed, or terminated shall not receive upon promotion a pay rate greater than that which the employee would have received had the employee not been demoted, furloughed, or terminated.

For all other promotion, demotion, or transfer situations not covered by this side letter, the Commonwealth Personnel Rules shall continue to apply.

Promotions, Demotions, and Transfers to and within  
the Corrections Officers/ Forensic Security Employees Pay Schedule  
Page 3

This agreement only applies to employees moving within the Corrections Officers/Forensic Security Employees bargaining unit, or between the Corrections Officers/Forensic Security Employee bargaining unit and an AFSCME Master Agreement/Memorandum bargaining unit.

If you are in agreement with the above, please sign below and return a copy to this office.

Sincerely,



Charles T. Sciotto  
Deputy Secretary for Employee Relations



Michael Fox, Director  
AFSCME District Council 89

3/11/99  
Date

cc: Secretary Thomas G. Paese  
Donald O. Adams  
Curtis R. MacConnell

COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICE  
OFFICE OF ADMINISTRATION  
(717) 787-5814



BUREAU OF LABOR RELATIONS  
404 MARKET STREET  
HARRISBURG, PENNSYLVANIA 17102  
TEL: 783-2400

January 4, 2000

Mr Michael Kirkpatrick, Acting Director  
Grievance and Arbitration Department  
AFSCME Council 13  
4071 Executive Park Drive  
Harrisburg, PA 17111-1599

RE: C-99-046-H1 Judy Svecz  
AFSCME #27-C-1645-0293-H1  
Waymart SCI

Dear Mr. Kirkpatrick:

In accordance with our discussions related to the referenced grievance, the following is offered in full and final resolution of such matter:

1. In those situations when a specific document(s) originating from an employee's supervisory file is utilized to effect a disciplinary action against an employee, it is hereby agreed that upon the issuance of such discipline, the employee and/or Union is entitled to review and be provided with a copy of such document(s) upon request.
2. This settlement shall be effective upon return to this office of the enclosed copy, properly executed. Acceptance of this settlement will dispose of all issues encompassed in this grievance.

Sincerely,

William L. Trusky  
Bureau of Labor Relations

~~Michael Kirkpatrick~~ 1.26.2000  
Michael Kirkpatrick, Director  
AFSCME Council 13

copy: Donald O. Adams  
Carol S. Scott  
Frank A. Fisher  
Agency Labor Relations Coordinators  
BLR Staff

RECEIVED

JAN 07 2000

AFSCME COUNCIL 13  
GRIEVANCE SECTION

8383

LHD/CLASS & REGISTRATION

10:48:11 06:50 FAX 97177211870



COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICES  
HARRISBURG

January 22, 2002

NANCY DERING MARTIN  
DEPUTY SECRETARY FOR  
HUMAN RESOURCES AND MANAGEMENT  
Lawrence J. Ludwig, President  
PSCOA  
101 Erford Road, Suite 200  
Camp Hill, PA 17011-1808

RE: Employees at Step 0

Dear Mr. Ludwig:

This letter replaces in its entirety the letter regarding employees at step 0 dated November 5, 2001. The parties agree that employees who were assigned to step 0 on July 1, 2001 shall be treated in accordance with the matrix below:

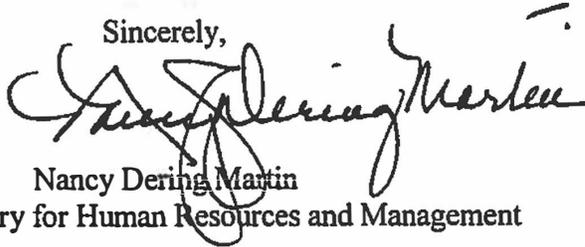
<u>Name</u>		<u>Classification</u>	<u>Current PR/Step/Salary</u>		<u>New PR/Step/Salary</u> <u>Effective 7/1/01</u>		<u>Cash</u> <u>Payment</u>	
Klaptosky	Barry	Corr Canteen Clk 1	28	0	\$ 40,580	29 0	\$ 40,580	\$1,623
Canevari	Joseph	Corr Laundry Frmn	31	0	\$ 35,281	32 0	\$ 35,281	\$1,411
Wood	Albert	Corr Ofc Trn	34	0	\$ 24,035	34 S	\$ 25,099	\$0
Phillips	John	Corr Ofc Trn	34	0	\$ 24,035	34 S	\$ 25,099	\$0
Dukes	Herman	Corr Ofc Trn	34	0	\$ 24,035	34 S	\$ 25,099	\$0
Cadwallader	Todd	Corr Ofc Trn	34	0	\$ 24,035	34 S	\$ 25,099	\$0
Healey	Joseph	Corr Ofc Trn	34	0	\$ 24,035	34 S	\$ 25,099	\$0
Hart	Joseph	Corr Ofc Trn	34	0	\$ 24,035	34 S	\$ 25,099	\$0
Davis	Ronald	Corr Ofc Trn	34	0	\$ 24,035	34 S	\$ 25,099	\$0
Kondisko	Connie	Corr Ofc Trn	34	0	\$ 24,077	34 S	\$ 25,099	\$0
Jelke	Tammy	Corr Ofc Trn	34	0	\$ 24,453	34 S	\$ 25,099	\$332
Casias	Craig	Corr Ofc Trn	34	0	\$ 24,453	34 S	\$ 25,099	\$332
Harris	Robert	Corr Ofc Trn	34	0	\$ 24,766	34 S	\$ 25,099	\$658
Young	Robert	Corr Ofc Trn	34	0	\$ 25,517	34 A	\$ 25,850	\$688
Nagy	John	Corr Ofc Trn	34	0	\$ 25,517	34 A	\$ 25,850	\$688
Maloney	William	Corr Ofc Trn	34	0	\$ 25,517	34 A	\$ 25,850	\$688
Maceyko	Wendy	Corr Ofc Trn	34	0	\$ 25,538	34 A	\$ 25,851	\$709
Gearhart	Renee	Corr Ofc Trn	34	0	\$ 25,997	34 B	\$ 26,414	\$623
Kasprzyk	Randy	Corr Ofc Trn	34	0	\$ 28,208	34 0	\$ 28,208	\$1,128
Lyons	Michael	Corr Ofc Trn	34	0	\$ 31,233	34 0	\$ 31,233	\$1,249
Baldwin	Margaret	Corr Ofc Trn	34	0	\$ 31,901	34 0	\$ 31,901	\$1,276
Niles	Wendell	Corr Ofc Trn	34	0	\$ 31,901	34 0	\$ 31,901	\$1,276
Latsha	Dixie	Corr Ofc Trn	34	0	\$ 33,278	34 0	\$ 33,278	\$1,331
Bucher	Michael	Frnsc Scy Emp Trn	34	0	\$ 33,278	34 0	\$ 33,278	\$1,331
Tyler	Valinda	Corr Ofc Trn	34	0	\$ 36,929	34 0	\$ 36,929	\$1,477

Dellorso	Samuel	Corr Ofr 1	34	0	\$ 40,873	35	0	\$ 40,873	\$1,635
Kopistecki	Stanley	Corr Util Plnt Opr	34	0	\$ 40,873	35	0	\$ 40,873	\$1,635
Lafferty	Charles	Corr Wd Fntr Fctry Frmn 1	36	0	\$ 44,315	37	0	\$ 44,315	\$1,773
Gullinger	Braden	Corr Ofr Trn	34	0	\$ 25,997	34	B	\$ 26,414	\$622
Womack	Eric	Corr Ofr Trn	34	0	\$ 23,922	34	S	\$ 25,099	\$0
Dickinson	Yvonne	Corr Ofr Trn	34	0	\$ 24,766	34	S	\$ 25,099	\$657
Karmazin	Paul	Corr Ofr Trn	34	0	\$ 32,318	34	0	\$ 32,318	\$1,293
Antoinette	George	Corr Ofr Trn	34	0	\$ 32,318	34	0	\$ 32,318	\$1,293
Wess	Melanie	Corr Ofr Trn	34	0	\$ 24,035	34	S	\$ 25,099	\$0
Sandy	Cynthia	Corr Ofr Trn	34	0	\$ 25,517	34	A	\$ 25,517	\$1,020
Musser	Cindy	Corr Ofr Trn	34	0	\$ 25,517	34	A	\$ 25,517	\$1,020
Jones	Kevin	Corr Ofr Trn	34	0	\$ 25,517	34	A	\$ 25,517	\$1,020
Green	Robert	Corr Ofr Trn	34	C	\$ 27,624	34	0	\$ 27,624	\$1,105
Johnston	Keith	Corr Ofr Trn	34	A	\$ 25,058	34	S	\$ 25,099	\$961
Schmidt	Anthony	Corr Ofr Trn	34	D	\$ 28,897	34	0	\$ 28,897	\$1,156

The cash payments provided for above shall not be added to the employee's base salary. The cash payments will be subject to dues and fair share fee deductions where applicable.

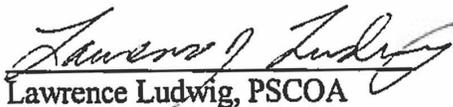
If you concur with this understanding, please sign two copies and return them to the Bureau of Labor Relations.

Sincerely,



Nancy Dering Martin

Deputy Secretary for Human Resources and Management



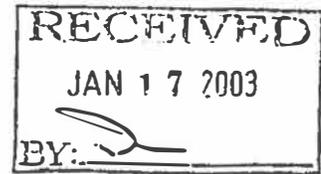
Lawrence Ludwig, PSCOA

22 Jan 02  
DATE

- cc: Secretary Fritz Bittenbender  
Donald O. Adams  
Carol S. Scott  
Sheryl Saxe-Dowling  
Kathryn Thomas  
Timothy Musser



COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICES  
HARRISBURG



NANCY DERING MARTIN  
DEPUTY SECRETARY FOR  
HUMAN RESOURCES AND MANAGEMENT

January 9, 2003

Mr. Don McNany  
President, PSCOA  
Suite 200  
101 Erford Road  
Camp Hill, Pa. 17011-1808

RE: Correction Officer Trainees\Forensic  
Security Employee Trainees

Dear Mr. McNany:

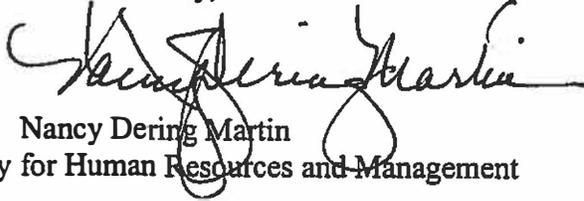
This will confirm our understanding regarding Correction Officer Trainees and Forensic Security Employee Trainees who are called to military service. These employees will be treated in the following manner:

1. Upon return from active employment the Civil Service Trainee and the Civil Service probationary period will be extended by the amount of time necessary for the Trainee to complete the one year training program. The twelve (12) month contractual probationary period will also be extended by the amount of time spent on active duty.
2. Upon return to active employment the Trainee will receive any pay increases which the Trainee would have received had the Trainee not been activated. This includes the pay increase to the Correction Officer 1\Forensic Security Employee 1 class, if applicable. The increase would be effected by placing the Trainee at Step O in the CO Trainee\FSE Trainee pay range while compensating the Trainee at the appropriate CO1\FSE 1 rate of pay.
3. Upon successful completion of the twelve (12) month contractual probationary period and the one (1) year Civil Service probationary period, the Trainee's title will change to Correction Officer 1 or Forensic Security Employee 1, as appropriate, effective the date the Trainee would have been promoted to the CO1\FSE1 class had the employee not been called to active duty.

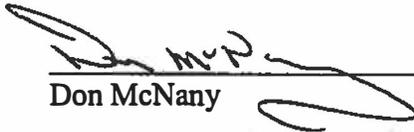
If you concur with this understanding, please sign the enclosed copy and return it to the Bureau of Labor Relations.

This understanding is without precedent or prejudice to the contractual rights of either party.

Sincerely,



Nancy Dering Martin  
Deputy Secretary for Human Resources and Management



Don McNany

1-17-03

Date

copy: Acting Secretary Charles Gerhards  
Donald O. Adams  
Ralph Winters  
Gregg Matthews  
Philip Heisley  
Marlene Brady  
Carol S. Scott  
Daniel Tepsic  
Kenneth Strohm  
Timothy Musser  
Nevin Schenk  
Sam Lamonto  
Kathy Thomas



COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICES  
HARRISBURG

August 3, 2004

NANCY DERING MARTIN  
DEPUTY SECRETARY FOR  
HUMAN RESOURCES AND MANAGEMENT

Don McNany, President  
PSCOA  
101 Erford Road, Suite 200  
Camp Hill, PA 17011-1802

Dear Mr. McNany:

This will serve as a revision to the parties' understanding regarding the settlement dated September 23, 1991, and settle any and all current grievances filed on behalf of Corrections Officer Trainees who were injured with a disability under Act 632 and the Heart and Lung Act. The September 23, 1991 settlement is revised and the aforementioned grievances are settled in the following manner:

1. Upon return to active employment the Civil Service probationary period and contractual probationary period will be extended by the amount of time necessary for the Corrections Officer/Forensic Security Employee Trainee to complete the one year training program.
2. For CO Trainees and FSE Trainees on Act 632, Act 534 or Heart and Lung leave, upon successful completion of the twelve (12) month contractual probationary period and the one (1) year Civil Service probationary period, the promotion to the Corrections Officer 1 and Forensic Security Employee 1 classes will be effective the date the Trainees would have been promoted had they not been placed on Act 632, Act 534 or Heart and Lung leave. This retroactive promotion affects both rate of pay and classification seniority.
3. The terms of this settlement dispose of all outstanding issues raised in the grievances alluded to in the opening paragraph of this letter.

2004 AUG 13 AM 10:27  
RECEIVED OA/BLR

It should be understood that this settlement does not set a precedent or prejudice the contractual rights of either party.

Please sign this settlement in the space provided below and return an executed copy to my office.

Sincerely,



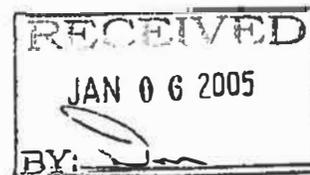
Nancy Dering Martin  
Deputy Secretary for Human Resources and Management

 8-18-04  
\_\_\_\_\_  
Association Concurrence/Date

copy: Donald O. Adams  
Ralph Winters  
Gregg Matthews  
Timothy Musser  
Kathryn Thomas



COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICES  
HARRISBURG



NANCY DERING MARTIN  
DEPUTY SECRETARY FOR  
HUMAN RESOURCES AND MANAGEMENT

September 29, 2004

Don McNany, President  
PSCOA  
Suite 200  
101 Erford Road  
Camp Hill, PA 17011-1808

Dear Mr. McNany,

The Commonwealth and PSCOA have met and discussed over the access to Employee Self Service (ESS) by members of the H-1 bargaining unit to view the on line pay remuneration information over the internet outside of the employee's scheduled hours of work.

The PSCOA has agreed that accessing ESS outside of the employee's scheduled hours of work will not be considered time worked under our collective bargaining agreement and no compensation will be due an employee.

If you are in agreement, please sign the enclosed copy and return it to the Bureau of Labor Relations.

Sincerely,

Nancy Dering Martin  
Deputy Secretary for Human Resources and Management

  
Don McNany

1-6-05  
Date

copy: Secretary Robert S. Barnett  
Donald O. Adams  
Carol S. Scott  
Rafael Perez-Bravo  
Tim Musser

RECEIVED OAJ/BLR  
2005 JAN 10 AM 10:34

COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICE  
OFFICE OF ADMINISTRATION  
(717) 787-6514



Bureau of Labor Relations  
404 Finance Building  
Harrisburg, Pennsylvania 17120  
FAX: (717) 783-0430

January 3, 2007

Mr. Ed McConnell  
PSCOA  
2421 N. Front Street  
Harrisburg, PA 17110-1110

RE: W-03-229P-H1 (ALB 03-058) W. Rhoades  
Department of Corrections  
SCI Albion  
W-03-252P-H1 (GRE 03-009) E. Frisco  
Department of Corrections  
SCI Greensburg  
W-03-289P-H1 (GRN 03-057) Class Action  
Department of Corrections  
SCI Greene

Dear Mr. McConnell:

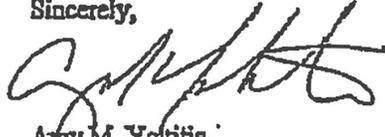
As agreed between the parties, the following resolves the above referenced grievances:

1. The following grievants shall receive the difference between the contractually defined clothing allowance and the pro-rated clothing allowance that they received in the indicated fiscal year: Mr. Rhoades (ALB) in fiscal year 2002-2003; Mr. Frisco (GRE) in fiscal year 2001-2002; Mr. Nicklow (GRN) in fiscal year 2000-2001. This shall create neither precedent nor prejudice with regard to either party's contractual rights. Acceptance of this agreement will dispose of all issues encompassed in the aforementioned grievances.
2. Prospectively, employees who are in compensable status less than 200 working days as a result of Heart and Lung leave shall receive the full contractually defined clothing allowance for the fiscal year in which the Heart and Lung qualifying injury occurred. Thereafter, if said employees are in compensable status less than 200 working days for any reason, including Heart and Lung leave, then the employees shall receive a pro-rata share of the allowance for subsequent fiscal years.

3. Further, prospectively, employees who are in compensable status more than 200 working days in the fiscal year in which a Heart and Lung qualifying injury occurs, despite Heart and Lung leave, shall receive the full contractually defined clothing allowance. If said employees are in compensable status less than 200 working days as a result of Heart and Lung leave in the fiscal year immediately following the fiscal year in which the Heart and Lung qualifying injury occurred, then the employees shall receive the full contractually defined clothing allowance for that year. Thereafter, if said employees are in compensable status for less than 200 working days for any reason, including Heart and Lung leave, then the employees shall receive a pro-rata share of the allowance for subsequent fiscal years.

In order to acknowledge your concurrence with this settlement, please sign this copy and return it to the Bureau of Labor Relations.

Sincerely,



Amy M. Yokitis  
Bureau of Labor Relations

  
Ed McConnell

1-3-7

Date

COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICE  
OFFICE OF ADMINISTRATION  
(717) 787-5514



Bureau of Labor Relations  
404 Finance Building  
Harrisburg, Pennsylvania 17120  
FAX: (717) 783-0430

March 1, 2007

Mr. Ed McConnell  
PSCOA  
2421 North Front Street  
Harrisburg, PA 17110-1110

Dear Mr. McConnell:

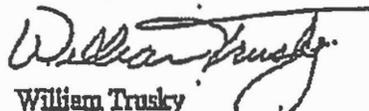
This is to confirm our recent phone conversation regarding notification responsibilities associated with the administration of the provisions of the Interest Arbitration Award involving Heart and Lung Act/Act 534/Act 632 issues.

As we discussed, when an employee is directed to return from leave under the Heart and Lung Act/Act 534/Act 632 to a modified duty assignment, the facility shall be responsible to provide a copy of said notification to the Association's headquarters and to the Association's Business Agent who services the facility to where the employee has been assigned.

As we further discussed during this conversation, when a hearing is scheduled regarding a dispute arising under the Heart and Lung Act/Act 534/Act 632, the Association shall be responsible to notify the affected employees of the hearing date and time.

If the above accurately reflects the agreements we reached during this conversation, please sign on the line provided below and return a signed copy to my office.

Sincerely,

  
William Trusky  
Accelerated Grievance Program Manager

 3-6-7  
\_\_\_\_\_  
Ed McConnell/Date

Copy: Donald O. Adams  
Bryan Oles  
Amy Yalcin  
Tim Musser,  
Barb Bair  
Robert Navotny



December 12, 2008

Mr. Don McNany, President  
Pennsylvania State Corrections Officers Association  
2421 North Front Street  
Harrisburg, PA 17110-1110

Dear Mr. McNany:

This will confirm the discussions and understanding reached between your organization and the Bureau of Labor Relations regarding the State Level grievance decision (SW-08-0030) wherein the parties agreed to develop a side letter pertaining to the sellback of combined leave in accordance with Article 10 (Leave), Section 17.

As agreed by the parties, employees may elect to sell back unused combined leave as appropriate by the Monday preceding the last day of the last pay period in the calendar year, as the calendar year is defined in Article 10, Section 18. Requests submitted after this date will be processed in accordance with current practice.

Provided you are in agreement with the above-stated terms, please indicate by endorsing and returning one of the originals to the Bureau of Labor Relations. The terms of this side letter will become effective with the combined leave sell back for the current calendar year (2008).

Sincerely,

A handwritten signature in black ink, appearing to read 'James A. Honchar'.

James A. Honchar, SPHR  
Deputy Secretary for Human Resources and Management

A handwritten signature in black ink, appearing to read 'Don McNany'.	4-20-08
Don McNany President, PSCOA	Date



March 20, 2009

Don McNany, President  
PSCOA  
2421 North Front St.  
Harrisburg, PA 17110-1110

Dear Mr. McNany:

This is to confirm recent discussions between the parties to amend the definition of the calendar year referenced in Article 18, Section 2.b.(3). It is understood that the calendar year referenced in this section will be defined as, "beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31." This will make the calendar year referenced in Article 18, Section 2.b.(3) of the current contract between the PSCOA and the Commonwealth consistent with the definition of a calendar year as referenced in Article 10, Section 18 - Leaves. This change will be effective retroactive to the first full pay period in January 2009.

If you concur with this amendment to Article 18, Section 2.b.(3), please endorse the two (2) enclosed copies of this letter and return one of them to the Bureau of Labor Relations. Thank you for your time and attention.

Sincerely,

James A. Honchar, SPHR  
Deputy Secretary for Human Resources and Management

Don McNany, President PSCOA

3-16-09

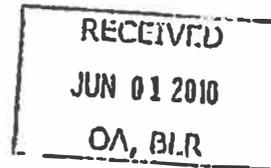
Date

2009 MAR 27 PM 3:34

RECEIVED 04/BLR

 **pennsylvania**  
OFFICE OF ADMINISTRATION  
HUMAN RESOURCES AND MANAGEMENT

May 20, 2010



Mr. Edward McConnell  
Executive Vice President  
PSCOA  
2421 N. Front Street  
Harrisburg, PA 17110-1110

RE: SW-07-010  
Employee Self Service Access

Dear Mr. McConnell:

Toward the goal of resolving the referenced grievance, as well as, the overall matter of access to Employee Self-Service (ESS) by members of the H-1 bargaining unit, the Commonwealth offers the following consistent with discussions between the parties. While a segment of the bargaining unit currently has access to pay remuneration information through ESS, the Commonwealth commits to granting all H-1 bargaining unit members access to an enhanced ESS view on or before June 14, 2010. Such access will allow said staff to view and make appropriate changes to personal information related to their remuneration statements, seniority, payroll data (inclusive of tax withholdings, savings bonds enrollment, etc.), health benefits and personal data. It is understood that the current processes related to employee requests for leave and/or overtime payment will not be disturbed and, as such, will not be offered as options through ESS.

As a result of the granting of this access, it is understood that the Commonwealth may exercise the option of discontinuing the mailing of remuneration statements to H-1 bargaining unit members on or after December 31, 2010. Consistent with prior side letters relating to the use of ESS, the parties agree that accessing and using ESS outside of an employee's scheduled hours of work will not be considered time worked under the parties' collective bargaining agreement and no compensation will be due an employee.

If you concur that the above accurately reflects our understanding, please indicate your agreement by signing below and returning a copy of the executed agreement to this office. A copy is provided for your records.

Sincerely,



John P. Gasdaska, Director  
Bureau of Labor Relations



5-27-10

Mr. Edward McConnell  
PSCOA

Date



September 20, 2010

Roy Pinto, President  
PSCOA  
2421 North Front Street  
Harrisburg, PA 17110-1110

RE: CCC Monitor Shirts

Dear Mr. Pinto:

Pursuant to discussions between the Department of Corrections (DOC) and the Pennsylvania State Corrections Officers Association (PSCOA), the parties agree to modify the provisions of Article 29 Uniforms, Clothing, and Equipment of the PSCOA Collective Bargaining Agreement specific to Community Corrections Center (CCC) Monitors as outlined below. This agreement will result in a new section (Section 5) and will not modify any current provision of Article 29.

1. All CCC Monitors represented by the H-1 bargaining unit will be required to wear a standard shirt (polo) while on-duty as issued by the DOC.
2. Each CCC Monitor will be required to wear the standard issue shirt upon issuance and will wear this shirt in a manner portraying a neat and professional appearance.
3. The CCC Monitors will be responsible for the dry-cleaning, laundering, minor repair, altering or tailoring of the shirts and any cost associated. There will be no clothing allowance provided to CCC Monitors as a result of this agreement.
4. The DOC agrees to replace any issued shirt where work-related wear and tear reasonably necessitate replacement, and will be provided by DOC on a one-for-one exchange basis.

Please acknowledge your agreement by signing the enclosed copies and returning one original to the Bureau of Labor Relations.

Sincerely,

  
John P. Gasdaska, Director  
Bureau of Labor Relations

  
Roy Pinto  
Date 9/23/10



September 1, 2011

Mr. Roy Pinto, President  
PSCOA  
2421 N. Front Street  
Harrisburg, PA 17110-1110

RE: Leave Donation Program

Dear Mr. Pinto:

Over the past several years, the Office of Administration has reviewed many requests for leave donation. For some, leave donation cannot be approved because the condition does not meet the definition of "catastrophic" even though the medical facts demonstrate a "severe" medical condition which seem deserving of leave donation.

With our employees' best interest in mind, the Office of Administration proposes to modify the Leave Donation Program as outlined in the Agreement between the parties to include "severe medical conditions" in addition to catastrophic medical conditions. To evaluate the severity of the medical condition, the enclosed new form will be required in addition to a Serious Health Certification Condition form effective upon your acceptance of this modification.

If you accept this modification to the Leave Donation Program, please indicate so by signing the enclosed copy and returning an original to Jay Gasdaska with the Bureau of Labor Relations. If you have any questions, or would like to discuss this issue in more detail please contact Jay Gasdaska or Bryan Oles at (717) 787-5514 to schedule a meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Honchar'.

James A. Honchar, SPHR  
Deputy Secretary for Human Resources Management

A handwritten signature in black ink, appearing to read 'Roy Pinto'.

Roy Pinto Date

Copy: Secretary Kelly Powell Logan, OA  
Jay Gasdaska, Director, Bureau of Labor Relations, OA  
Matt Waneck, Director, Bureau of Employee Benefits & Services, OA

**Medical Condition Certification  
To Receive Leave Donations**

<b>PART I: TO BE COMPLETED BY EMPLOYEE</b>	
Employee Name	Personnel Number
Agency	Work Location
<b>For Absences for Family Members, state the following.</b>	
Patient's Name (if employee's family member)	Relationship to Employee
<b>PART II: TO BE COMPLETED BY HEALTH CARE PROVIDER:</b>	
This certification must be fully completed and each question must be answered by the health care provider in order to determine if the employee is eligible for additional leave of absence benefits due to a severe medical condition. A Serious Health Condition Certification form must be completed in addition to this form.	
<b>Statement of Medical Condition:</b>	
Medical Facts. Describe the condition and the medical facts which support your certification of a severe medical condition. Medical information may also be attached in addition to completion of this section.	
<b>Check all that apply and provide the details requested:</b>	
<b>Type of Medical Condition</b>	
<input type="checkbox"/> This is/was a life threatening illness/injury. Provide date when condition was no longer life threatening (if applicable):	
<input type="checkbox"/> This is an illness/injury with short-term recurrences. It is a chronic, non-life threatening illness/injury.	
<input type="checkbox"/> This is a progressive disease. Provide the current stage of the disease:	
<b>Treatment</b>	
<input type="checkbox"/> Patient is/was hospitalized as an inpatient due to this illness/injury. List name of hospital:  List all dates of inpatient stay:	
<input type="checkbox"/> Patient is/was in the intensive care unit of the hospital due to this illness/injury.	
<input type="checkbox"/> Patient was provided emergency treatment due to this illness/injury. List the dates of emergency treatment:  Describe the emergency treatment:	
<input type="checkbox"/> Patient is scheduled for or underwent surgery for this illness/injury. List date(s) of inpatient surgery:  List date(s) of outpatient surgery:	
<input type="checkbox"/> Patient had complications as a result of surgery and/or the surgery was non-routine. Explain:	

**Medical Condition Severity**

- Patient, without treatment, would be threatened with a serious residual disability.  
Explain threat:

Explain treatment that alleviates the threat:

- Patient's medical condition is verging on a state of crisis or emergency.

- Patient's medical condition is severely affecting quality of life.  
Explain how:

- Patient requires a strict regimen of treatment to maintain quality of life.  
Explain regimen:

- Patient's medical condition requires a high level of constant care to maintain comfort or sustain life.  
Explain care and who provides care:

- Patient's medical condition requires attendance to a bodily function that cannot be managed without intervention.  
Explain:

- Patient's medical condition is permanent.

**Type of Incapacity**

- Full-time absence.
- Intermittent absence for treatment only and recovery from treatment.
- Intermittent absence for treatment and flare-ups of the illness/injury.

**By providing my original signature, the undersigned health care provider certifies that the information is true and accurate.**

Printed Name of Health Care Provider

Type of Practice

License Number

Address

Telephone Number

Name and Title of Person Completing the form, if not the Health Care Provider

Signature of Health Care Provider

Date

Return completed form to the employee or return it directly by mail or fax to:

[Name]

[Title]

[Name of Employer]

[Address]

[Phone]

[Fax]

11/3/08



April 12, 2012

Mr. Roy Pinto, President  
PSCOA  
2421 North Front Street  
Harrisburg, PA 17110-1110

RE: SW-11-001

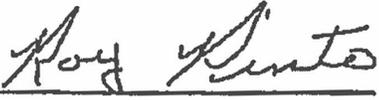
Dear Mr. Pinto:

The following constitutes an agreement reached between the parties for grievance SW-11-001:

- When the need arises for management to assign an employee of the H-1 bargaining unit to a temporary assignment to a classification outside the H-1 Bargaining Unit, which lasts or is anticipated to last more than 20 days, the assignment will be offered to an eligible employee who is on the Civil Service list for the classification of the assignment. If no eligible employees are on the Civil Service list or the classification is Non-Civil Service, the assignment will be offered to an employee that meets the minimum experience and training requirements of the job.
- Except for emergency needs, local management will provide notice to the PSCOA of who has been selected for the Temporary Working Out-of-Class (TWOC) assignment out of the H-1 bargaining unit.
- Employees accepting the TWOC assignment out of the H-1 bargaining unit waive the contractual two week notice requirement for schedule changes made in accordance with this assignment.
- The Parties acknowledge there is to be NO Direct Dealing with employees regarding their acceptance of an offer to TWOC out of the H-1 bargaining unit regarding terms and conditions of employment.

- Employees accepting TWOC assignments out of the H-1 bargaining unit will be removed from the voluntary overtime and mandatory overtime lists for their permanent classification. In addition, leave taken while in the TWOC out of the bargaining unit assignment, will not be credited against the bargaining unit compliment and will be taken in the out-of-class assignment and not count against the employee's permanent classification. However, leave selected in the permanent classification will be honored provided the employee returns from the TWOC out of the bargaining unit assignment back to their permanent classification.
- When the need for a TWOC assignment out of the bargaining unit is determined by management, local management will provide notice to the local PSCOA President and to the Executive Vice President of the PSCOA outlining what institution the assignment is to take place at, reason for the assignment, and the estimated length of the assignment.
- It is understood that employees will only accrue up to six (6) months of bargaining unit seniority regardless of the length of the assignment.
- If the length of the assignment is needed beyond the original estimated length, notice will be provided to the local PSCOA President and the Executive Vice President of PSCOA.
- Upon an employee's acceptance of a TWOC out of the H-1 bargaining unit assignment, the local union, management and employee will sign an acknowledgement of this agreement.
- For employees currently assigned to TWOC out of the H-1 bargaining unit, the six month seniority provision of this agreement will begin May 1, 2012 and those employees will be given this document for acknowledgement of its terms and conditions beginning May 1, 2012.

Entered into this 12<sup>th</sup> day of April, 2012.

  
\_\_\_\_\_

Roy Pinto, President

For the PSCOA

  
\_\_\_\_\_

Bryan T. Oles

For the Commonwealth of  
Pennsylvania

I understand the contents of this agreement and the terms and conditions under which I am accepting assignment in an acting capacity to a classification outside the H-1 bargaining unit.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
PSCOA Representative, Witness

\_\_\_\_\_  
Management, Witness

May 25, 2018

Mr. Jason Bloom, President  
PSCOA  
2421 North Front Street  
Harrisburg, PA 17110-1110

RE: Access to New Employees and  
Alternative Methods of Dues  
Deduction Authorization

Dear Mr. Bloom:

As a follow-up to conversations between the parties, the Commonwealth proposes the following clarifications, understandings and/or modifications regarding Articles 4 & 31 of the 2017-2020 Contract between the Commonwealth of Pennsylvania (Commonwealth) and the Pennsylvania State Corrections Officers Association (PSCOA):

I. Article 4 (Dues Deduction):

- a. Section I: In implementing this Section, the Commonwealth agrees to allow for the submission of electronic authorizations (including both online and voice authorizations, should the PSCOA institute such authorization) in addition to paper written authorizations for deduction from employees' bi-weekly pay of membership dues and an annual assessment, if any, in accordance with the following terms:
  - i. PSCOA shall document voice authorizations in a written authorization form, created either electronically or on paper, and shall maintain the original voice recording(s). Any such recording(s) will be made available to the Commonwealth upon request.
  - ii. Authorizations will be sent by PSCOA via email, as PDF attachments, to a Commonwealth Resource Account. Preferably, individual authorizations should be submitted separately; however, if more than one authorization is included in the same submission, a summary (e.g., spreadsheet or other listing) will accompany the submission and enumerate each authorization.

- iii. The attached document, HRSC Union Card Procedures, identifies the information ("Card Requirements") that must be contained in each authorization submission and the Commonwealth Resource Account to which authorization submission are to be sent and otherwise describes the process and procedures that will be controlling for voice authorizations. Should the Commonwealth determine that the modification of the Procedures document is warranted, it will provide notice to PSCOA regarding the modification contemplated and afford an opportunity to meet and discuss before proceeding.
- b. Section 6: In implementing this Section, it is understood that the information provided to PSCOA on a monthly basis pursuant to this Section shall include the employee's name, personnel number, address, personal email address and phone number (if provided by employee), agency in which employed, class code, work location (institution, district, bureau, etc.), hourly rate, gross earnings, work schedule (if available), whether the employee is a member or non-member, and the most recent date of hire.
- c. The Commonwealth proposes to modify the current terms of Article 4 by including new Section 8, which shall read as follows:

Article 4, Section 8. (new) The Union shall be given the opportunity to access new employees during the agency orientation process or at times deemed mutually acceptable by the parties.

- d. In implementing new Section 8, it is understood that:
  - i. PSCOA shall provide a single point of contact to which the Commonwealth will provide a timely copy of the written notice confirming an employee's hire or transfer into a position represented by PSCOA.
  - ii. PSCOA shall be given up to one (1) hour during new employee orientation/training academy to address bargaining unit members and distribute materials. The Commonwealth will provide reasonable written notice of such orientation and will provide PSCOA with an electronic list of expected participants in advance of the orientation. PSCOA may select a reasonable number of employee representatives from within its bargaining unit to attend the orientation during paid work time to participate in PSCOA's presentation to new employees, subject to management's responsibility to maintain efficient operations.
  - iii. Where the employee's only orientation is the electronic onboarding process, PSCOA shall be given up to one (1) hour during working hours to provide an in-person presentation comparable to that provided at in-person orientations under paragraph ii, above. The scheduling of this presentation and release of employees for their voluntary attendance shall be subject to management's responsibility to maintain efficient operations.

- iv. PSCOA may conduct a meeting of no more than one (1) hour in length with unit employees at each work site, during the work day, on an annual basis for the purpose of training/discussion to familiarize employees with the terms of the Contract and to discuss other labor relations issues. PSCOA shall not communicate and/or distribute information of a partisan political nature or that which is detrimental to the labor-management relationship. The scheduling of the meeting and release of employees for their voluntary attendance will be subject to management's responsibility to maintain efficient operations.

2. Article 31 (Association Business):

- a. Section 1: In implementing this Section, the Commonwealth agrees that the term "mail" in this Section includes electronic mail, as well as, other forms of mail.
- b. Section 2: In implementing this Section, the Commonwealth agrees that the prohibitions in the first paragraph specific to organizational work and the limitation to "non-work hours" in the second paragraph of this Section shall not apply for the remaining term of the Contract or during any status quo period following expiration of such pact. Consistent with the above and during the indicated timeframe, PSCOA representatives and employees shall be permitted to engage in organizational activities during working hours, and to use suitable facilities on Commonwealth premises for organizational activities during work hours, provided that such activities do not interfere in the agency's operations.

It is understood the clarifications, understandings and/or modifications outlined above shall apply to those agencies under the Governor's jurisdiction. Please indicate your concurrence by signing below and returning a copy of the executed document to this office.

Sincerely,



John P. Gasdaska, Director  
Office of Employee Relations and Workforce Support

 5/31/2018

Jason Bloom, President  
PSCOA

Date

## **HRSC Union Card Procedures**

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### **Card Requirements**

In order to ensure timely and accurate processing, we request all union transaction requests (print & audio) contain the following information:

- Name of employee
- Employee number
- Home address of employee
- Final 4 digits of the employee Social Security Number

Multiple identifiers are helpful to us in instances where employees have common names or incorrect information is listed.

A declaration stating that the employee is giving their consent to the Commonwealth to deduct funds for the purpose of the regular payment of union dues at a rate determined by the union must also be included.

### **Submission of Enrollment Requests to HRSC**

The HR Service Center is equipped to handle transaction requests submitted via the following methods:

- Hard copies delivered through US Mail
- Email to: OA, HRSC UNION PROCESSING ([RA-OAHRSCUNIONPROCESS@pa.gov](mailto:RA-OAHRSCUNIONPROCESS@pa.gov))

Requests received will be delivered to HRSC personnel for prompt transaction. The membership will be made effective on the next pay date from form receipt whenever possible.

A spreadsheet or roster of included employees should be included with each submission to HRSC so that we may ensure that all transaction requests have been completed.

Unions with the ability to allow employee sign-up via Employee Self-Service at [www.myworkplace.state.pa.us](http://www.myworkplace.state.pa.us) may direct membership to that resource. This will enter the enrollment transaction directly into the payroll system, and notification to HRSC will not be required.

### **Post-Transaction Follow-Up**

Upon completion of the transaction, a copy of the card will be uploaded to the employee's Electronic Official Personnel File, which the employee may view at any time via Employee Self-Service.

## SIDE LETTER AGREEMENT

This SIDE LETTER AGREEMENT ("Agreement"), is entered into this 8<sup>TH</sup> day of August, 2019, by the Pennsylvania State Corrections Officers Association ("Association"), the duly recognized exclusive representative for collective bargaining purposes for employees in the H-1 Bargaining Unit, and the Commonwealth of Pennsylvania ("Commonwealth").

NOW THEREFORE, intending to be legally bound, the parties hereby agree to the following provisions:

1. The Commonwealth and Association are parties to a Collective Bargaining Agreement in effect for the period July 1, 2017 through June 30, 2020 ("2017-2020 Collective Bargaining Agreement").
2. Any employee of an agency of the Commonwealth who is currently a member of the Association or who may become a member of the Association in the future may, at any time, resign from the Association, regardless of any window period which may be specified in the 2017 – 2020 Collective Bargaining Agreement.
3. Any request to revoke Association membership shall be directed in writing to the Association rather than the Commonwealth.
4. Any resignation request received by the Commonwealth should be redirected to the Association.
5. The Association shall be solely responsible for processing member resignations.
6. When it is determined by the Association that an employee's payroll dues deduction should cease, the Association shall be responsible for notifying the Commonwealth.

7. Such notices shall be communicated in writing and shall include the effective date of the cessation of payroll dues deduction.

8. The Commonwealth shall rely on the information provided by the Association to cancel or change authorizations.

9. This Agreement shall become effective and enforceable immediately after being executed by all parties.



Larry Blackwell, President  
Pennsylvania State Corrections  
Officers Association

Date: 5-9-19



John P. Gasdaska, Director  
PA Bureau of Labor Relations

Date: 8/12/2019

November 5, 2019

Larry Blackwell, President  
PSCOA  
2421 North Front Street  
Harrisburg, PA 17110

RE: Article 13  
Civil Leave

Dear Larry:

As agreed between the parties, the following will clarify the interpretation of Article 13, Civil Leave with regard to work-related subpoenas for employees in the Department of Corrections in the H1 bargaining unit:

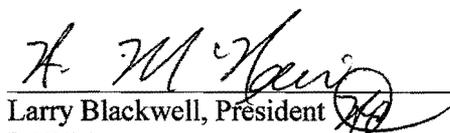
1. Time spent by H1 bargaining unit employees who are subpoenaed to testify at court proceedings related to the employee's job duties will be treated as time worked and Civil Leave shall not apply.
2. The time worked referenced in #1 above includes the time for the required court attendance plus reasonable travel time to and from the court proceeding.
3. If the employee has more than a two (2) week notice to testify at a court proceeding referenced in #1 above, the employee or management may request a schedule change, provided there is concurrence of the employee, the local union, and management to change the shift or scheduled off day to appear in court. If there is no agreement made, the time referenced in #1 and #2 above will be considered time worked and subject to the provisions of Article 20, Call Time. It is understood management may assign additional work to guarantee four hours of work in accordance with Article 20, Call Time. If the employee chooses not to accept the additional work, they will be paid for the time outlined in #2 above. Proof of service may be required upon return to work.
4. If the time worked is outside of the employee's scheduled shift, they will be credited with a mandate. Such mandate shall not be an improper mandate.
5. This agreement shall be in effect as of the date of signing, and shall continue until either party serves written notice to withdraw. Within thirty (30) days of such notice the parties agree to meet and discuss the matter. If no mutual agreement is reached, applicable terms of the current Collective Bargaining Agreement shall go into effect at the conclusion of the thirty (30) days.

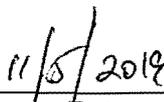
If you agree to the above, please sign below and return a copy of this letter to this office.

Sincerely,



Missy Kracher, Chief  
DOC/PBPP Employee Relations Division

for   
Larry Blackwell, President  
PSCOA

 11/5/2019  
Date