

**PROVISIONS FROM BOARDS
OF ARBITRATION AWARDS
AND
COLLECTIVE BARGAINING AGREEMENTS**

BETWEEN

COMMONWEALTH OF PENNSYLVANIA

AND

THE PENNSYLVANIA STATE TROOPERS ASSOCIATION

EFFECTIVE JULY 1, 2020 TO JUNE 30, 2021

**Distributed by:
Pennsylvania State Police
Labor Relations Office
Harrisburg, PA 17110
Phone (717) 787-8100**

INDEX

	Page
Article 1, Recognition	3
Article 2, Prior Arbitration Awards & Agreements	3
Article 3, Distribution of Booklet	3
Article 4, Salaries	3
Article 5, Union Security & Assessments	5
Article 6, Scheduling	6
Article 7, Overtime	7
Article 8, Shift Differential	7
Article 9, Call Time	8
Article 10, Alert Time	8
Article 11, Holidays	8
Article 12, Personal Days	9
Article 13, Vacations	10
Article 14, Sick Leave	12
Article 15, Medical Leave Extension	14
Article 16, Life Insurance	14
Article 17, Survivor Benefits – PSTA Scholarship Fund	14
Article 18, Disability Benefits	16
Article 19, Hospital and Medical Insurance	16
Article 20, Prescription Drug Program	18
Article 21, Vision Care Plan	19
Article 22, Dental Care Program	20
Article 23, Health Reimbursement Arrangement	20
Article 24, Emergency Counseling Program	21
Article 25, Retirement	21
Article 26, Discipline	22
Article 27, Legal Counsel	27
Article 28, Grievance Procedure	28
Article 29, Administrative Leave	35
Article 30, Union Business	36
Article 31, Personnel Files	36
Article 32, Clothing Maintenance	36
Article 33, Outside Employment	36
Article 34, Reduction in Force	37
Article 35, Member Treatment	37
Article 36, Temporary Assignment	37
Article 37, Specialized Positions and Training	38
Article 38, Transfers	45
Article 39, Badge, Retirement ID, Honorable Discharge Upon Retirement	45

Article 40, Car Utilization Study	46
Article 41, Health Care Cost Containment Committee	46
Article 42, Special Committee-Promotion System	46
Article 43, Side Letters	47
Article 44, Physical Fitness Committee	47
Article 45, Family Care Leave	48
Article 46, Limited Duty	49
Article 47, Employee Authorized Payroll Deductions	49
Article 48, Leave Donation Program	50
Article 49, Civilianization	52
Article 50, Tobacco Use	53
Article 51, Health Care Shop Around	54
Article 52, Term of Agreement	54
Appendix A, State Police Pay Schedule, July 1, 2020	55
Appendix B, Discipline Standards	57
Appendix C, Index of References to Arbitration Awards & Agreements	60

ARTICLE 1
RECOGNITION

Pursuant to Act 111 of 1968, the Commonwealth of Pennsylvania recognizes the Pennsylvania State Troopers Association (PSTA) as the exclusive representative for collective bargaining purposes for all State Police members excluding the Commissioner, Deputy Commissioners and cadets.

ARTICLE 2
PRIOR ARBITRATION AWARDS AND AGREEMENTS

Section 1. All prior arbitration awards and agreements are hereinafter incorporated by reference and the provisions of the awards and agreements shall be applicable except as modified herein or by mutual agreement between the parties.

Section 2. If any of the awards by an arbitration panel are not implemented either as a result of legal impediment or failure to obtain legislation, then the Arbitration Panel shall be reconvened so that an equivalent benefit can be given in place of the benefit not granted. If the neutral chairman is not available then the parties shall select another neutral chairman by the method provided in Act 111 of the Commonwealth.

ARTICLE 3
DISTRIBUTION OF BOOKLET

The Commonwealth shall print and distribute to each member as quickly as possible the terms of this Agreement and other relevant provisions of previous awards and agreements.

ARTICLE 4
SALARIES

Section 1. Effective July 1, 2020, the base pay rates of Troopers in the State Police Pay Schedule shall be increased by 2.5%.

Section 2. There shall be maintained a rank differential between base rates within the ranks as follows:

- a. The rate for the rank of Corporal shall be 8.0% above the highest base (Step E) without longevity of a Trooper.
- b. The rate for the rank of Sergeant shall be 8.5% above the rate (Step E) without longevity of a Corporal;

- c. The rate for the rank of Lieutenant shall be 9.0% above the rate (Step E) without longevity of a Sergeant;
- d. The rate for the rank of Captain shall be 9.0% above the rate (Step E) without longevity of a Lieutenant;
- e. The rate for the rank of Major shall be 9.5% above the rate (Step E) without longevity of a Captain;

The existing step "E" for the rank of Corporal and above shall be the rate upon which the base differential shall be calculated.

Section 3. In addition to base salary, members shall be entitled to the longevity rate indicated for their years of service in the following table:

- 6.0% of base pay at the commencement of a member's sixth (6th) year of service
- 7.0% of base pay at the commencement of a member's seventh (7th) year of service
- 8.0% of base pay at the commencement of a member's eighth (8th) year of service
- 9.0% of base pay at the commencement of a member's ninth (9th) year of service
- 10.0% of base pay at the commencement of a member's tenth (10th) year of service
- 11.0% of base pay at the commencement of a member's eleventh (11th) year of service
- 12.0% of base pay at the commencement of a member's twelfth (12th) year of service
- 13.0% of base pay at the commencement of a member's thirteenth (13th) year of service
- 14.0% of base pay at the commencement of a member's fourteenth (14th) year of service
- 15.0% of base pay at the commencement of a member's fifteenth (15th) year of service
- 16.0% of base pay at the commencement of a member's sixteenth (16th) year of service
- 17.0% of base pay at the commencement of a member's seventeenth (17th) year of service
- 18.0% of base pay at the commencement of a member's eighteenth (18th) year of service
- 19.0% of base pay at the commencement of a member's nineteenth (19th) year of service
- 20.0% of base pay at the commencement of a member's twentieth (20th) year of service
- 21.0% of base pay at the commencement of a member's twenty-first (21st) year of service
- 22.0% of base pay at the commencement of a member's twenty-second (22nd) year of service
- 23.0% of base pay at the commencement of a member's twenty-third (23rd) year of service
- 24.0% of base pay at the commencement of a member's twenty-fourth (24th) year of service
- 25.0% of base pay at the commencement of a member's twenty-fifth (25th) year of service
- 26.0% of base pay at the commencement of a member's twenty-sixth (26th) year of service
- 27.0% of base pay at the commencement of a member's twenty-seventh (27th) year of service
- 28.0% of base pay at the commencement of a member's twenty-eighth (28th) year of service

Section 4. Members who graduate from the State Police Academy shall start at Step S of the Trooper pay range and shall have an anniversary date one year from the date of graduation. All members shall receive one increment each year on their anniversary date until they reach the maximum of their pay range.

Section 5. Members who are promoted shall be placed in the new pay range at the same step and longevity range as that held prior to the promotion with no change in the member's anniversary date or longevity date.

Section 6. In calculating length of service for longevity purposes, the date of a member's service shall be counted from the date of enlistment. For the purpose of this Article, a member's longevity date will not be adjusted for leaves without pay granted in accordance with Article 15, Sections 1 and 2 and Article 45, Section 1.

Section 7. There shall be a Step denoted as Trooper 1st Class. Troopers shall advance to Trooper 1st Class after 12 years of service, and shall be furnished with a clearly noticeable uniform insignia to denote their status. The differential rate for a Trooper 1st Class shall be 2% above the Step E rate. The appropriate longevity increment based on total years of service shall then be applied to that rate. Effective July 1, 2013, each Trooper 1st Class shall be paid an annual Master Trooper differential of 3% above the Step E rate upon commencement of their 23rd year of credited service.

Section 8. Effective January 1, 2009, all bargaining unit members shall be required to sign up for direct deposit of paychecks and travel reimbursements.

ARTICLE 5 UNION SECURITY & ASSESSMENTS

Section 1. The Commonwealth shall deduct the current PSTA arbitration assessment from compensation received by a member. The arbitration assessment shall be deducted at the rate of 1/26th of the total assessment from such member's paycheck each pay and shall be forwarded to the PSTA by the Commonwealth. For members who have not joined the PSTA, a service charge shall be deducted from their compensation as a contribution toward the administration of arbitration awards and the costs of collective bargaining and representation of members in the same manner and amount or percentage as the arbitration assessment. The biweekly amount to be deducted shall be certified to the Commonwealth by the PSTA. Upon failure to pay the charge or fee, the Commonwealth shall discharge the member when advised by the PSTA.

Section 2. Where a member has been suspended, furloughed, or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Commonwealth shall deduct the assessments and charges that are due and owing for the period for which the member receives back pay. Arbitration assessments and service charges will be resumed for members upon their return from leave of absence without pay or recall from furlough.

Section 3. The Commonwealth shall provide the PSTA, on a quarterly basis, a list of all State Police members excluding the Commissioner, Deputy Commissioners and cadets. This list shall contain the member's name, social security number, address, rank and work location.

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

ARTICLE 6 SCHEDULING

Section 1. The workweek shall consist of any five workdays in the week from Saturday through Friday.

Section 2. The workday for all members shall be any eight consecutive hours, inclusive of the meal period, within the period from midnight to midnight of the calendar day; up to two hours may be in the preceding or subsequent day. Should the time overlap of two hours be exceeded by the Commonwealth, the member so assigned shall be paid time and one-half of his/her rate of pay, for all hours in excess of the two hour overlap period.

Section 3. There shall be a minimum of eight hours off between shifts. When two shifts are worked with fewer than eight hours off, hours worked in the eight hour period beginning with the end of the first shift shall be paid at a rate of two and one-half times the hourly rate. A member shall receive no additional compensation for work performed during this period.

This provision shall not apply where the member voluntarily changes his/her shift after the schedule is posted and thereafter works a shift with fewer than eight (8) hours off (said eight (8) hour period including any call time that may occur) which would not have occurred but for the voluntary change in shift. This foregoing exception shall not prevail when a member is called in pursuant to Article 9, Call Time.

Section 4. A change in shift after the shift is posted may take place where 24 hours' notice is given prior to the start of the newly-scheduled shift. Any change in schedule without such notice shall be paid at the rate of time and one-half for all hours on that shift. This section shall not be construed as preventing such shift changes.

Section 5. A member shall not be required to remain within the jurisdiction of his/her station during non-working hours. This provision shall not apply to a member who is on alert time.

Section 6. The roster of bargaining unit members' shifts shall be posted at each work location no later than the Tuesday two weeks preceding that described in the roster.

Section 7. Court Time

a. Once posted as provided in Section 6 above, the roster shall not be changed as a result of the necessity for the member to be present at any judicial or administrative proceeding relating to or arising from the performance of his/her duties, except with the affected member's voluntary

permission. No member shall be discriminated against for withholding such permission.

b. In the event that the member would be required to be present at any judicial or administrative proceeding relating to or arising from the performance of his/her duties on a day or shift for which he/she had been scheduled off in accordance with the posted roster, he/she shall be compensated in accordance with Article 9.

Section 8. A scheduling committee comprised of four persons to be selected by the Department and four persons to be selected by the PSTA shall meet and discuss all issues related to the current scheduling system. The committee shall develop a pilot program to be implemented no later than December 22, 2005. The pilot program shall be limited to a six month period in one Troop to be selected by the Department in its discretion. The pilot program shall not: increase the costs of operations; entail the use of 12 hour shifts; adversely impact the efficiency or safety of affected operations or standards of service; or contain an unreasonable number of work schedules.

ARTICLE 7 OVERTIME

Section 1. The Commonwealth shall pay one and one-half of the member's regular hourly rate for all hours worked in excess of eight per day or 40 per week. The 8-hour day and the 40-hour week shall include all lunch periods. In calculating time worked, all time shall be included, except alert time. Time worked shall include, but not be limited to extension of work schedule, court time, magistrate's time, mandated school time, reserve time and stand-by time.

Section 2. Days taken by a member as sick leave days are to be counted as work days for the purpose of computing overtime.

Section 3. The Commonwealth shall pay one and one-half of the member's regular hourly rate for all consecutive hours worked in excess of eight whether they occurred in one or two calendar days.

ARTICLE 8 SHIFT DIFFERENTIAL

Section 1. A shift differential of 5% will be paid for all hours actually worked between 12:00 noon and 10:00 p.m. A shift differential of 6% will be paid for all hours actually worked between 10:00 p.m. and 6:00 a.m.

Section 2. Criminal Investigation personnel scheduled by the Employer to work during the hours set forth in Section 1 above shall be paid as therein provided. Shift differential shall not be paid to Criminal Investigation personnel when the hours worked are employee controlled or are incidental to the cases assigned to such personnel.

Section 3. Effective December 24, 2008, regardless of the above language, no shift differential shall be paid during any regularly scheduled shift that starts at or after 6:00 a.m. and before 12:00 noon.

ARTICLE 9
CALL TIME

A member who has been called in to work outside of his/her scheduled shift shall be guaranteed a minimum of three hours of pay at the member's regular hourly rate or shall be paid at the appropriate rate for all hours worked, whichever is greater. A member shall be released when the specific purpose of the call in has been satisfied. However, when the member is called into work but the call in is cancelled before the member leaves his/her home, the member will be paid for actual time from the original call in to the cancellation but in thirty (30) minute increments.

The compensable period shall begin when the member is notified.

ARTICLE 10
ALERT TIME

Section 1. One-quarter pay shall be paid for alert time, defined as off-duty time when a member is restricted as to where he/she may go or what he/she may do in order that he/she may quickly return to duty upon call. The compensation is to apply to situations when a member is alerted in connection with special circumstances (present or anticipated) and is not meant to cover any regular or rotational duty which may result in being recalled to active duty status.

Section 2. While alert time shall not be included in calculations to determine overtime pay, the Commonwealth shall not abuse the putting of members on alert.

ARTICLE 11
HOLIDAYS

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

New Year's Day*	Independence Day*
Martin Luther King, Jr. Day	Labor Day*
Presidents' Day	Columbus Day*
Good Friday*	Veterans' Day*
Primary Election Day	General Election Day
Memorial Day*	Thanksgiving Day*
	Christmas Day*

Effective July 1, 2013, Primary Election Day shall be eliminated as a holiday.

Section 2. A member who works on any of the above holidays will be given a compensatory day off. In addition, if the member's regular weekly days off coincide with a holiday, he/she shall be given a compensatory day off.

Section 3. If a holiday is observed while a member is on sick leave, annual or other paid leave status, he/she will receive his/her holiday pay and the day will not be charged against sick, annual, or other paid leave credits.

Section 4. If a member is required to work on one of the holidays designated by an asterisk above, the member shall receive double time for all work performed on such a holiday. In addition, the member shall receive compensatory time off for all hours worked up to eight (8.0) hours.

When a member voluntarily works on one of these holidays for a special enforcement program, the member will be paid at the rate of time and one-half provided the member was in compensable status for 40 other hours that week.

ARTICLE 12 PERSONAL DAYS

Section 1. Each member shall receive four personal leave days per calendar year. One personal leave day shall be earned during each one-quarter calendar year. Where practical, they are to be granted at the option of the member. All requests for personal leave shall be approved or disapproved no later than 10 working days prior to the commencement of the requested leave. No request for personal leave shall be unreasonably denied. Members may anticipate personal leave to which they may become entitled during the calendar year. Any member who anticipates such leave and who subsequently terminates employment shall reimburse the Employer for those days of personal leave used but not earned. The members shall be required to utilize two personal days by June 30. If a member is required to work on a scheduled personal leave day and is unable to reschedule the day by June 30, due to the demands of his/her work, a seven pay period extension will be granted. Each calendar year, each member shall be entitled to designate up to two (2) days of his/her personal leave allotment as emergency personal leave days which shall not be denied except in cases of area-wide emergency.

Section 2. Personal leave shall be non-cumulative from calendar year to calendar year. However, members will be permitted to carry over personal leave days 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 lost.

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

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

ARTICLE 13
VACATIONS

Section 1. Members shall earn leave according to the following schedule:

<u>Service</u>	<u>Maximum Annual Leave Entitlement Per Year:</u>
Less than 1 year: Annual leave will be earned at the rate of 3.85% of all Regular Hours Paid	40 Hour Workweek: 80 Hours (10 days)
Over 1 year to 13 years: Annual leave will be earned at the rate of 5.77% of all Regular Hours Paid	40 Hour Workweek: 120 Hours (15 days)
Over 13 years to 21 years: Annual leave will be earned at the rate of 7.70% of all Regular Hours Paid	40 Hour Workweek: 160 Hours (20 days)
Over 21 years: Annual leave will be earned at the rate of 10% of all Regular Hours Paid	40 Hour Workweek: 208 Hours (26 days)

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

Members 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.

Length of service for the purpose of determining vacation earning rate shall include all periods of service as a Commonwealth employee.

Section 2. Annual leave may be carried over from one calendar year to the next to a maximum of 60 days (480 hours). However, members will be permitted to carry over annual leave in excess of the sixty 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 lost. Members on disability leave who have been unable to

take their annual leave resulting in an excess carry-over at the end of the year shall be authorized a seven pay period extension upon return from disability leave.

In the event that the carryover of accumulated vacation would include a fraction of a day, the fraction will be rounded up or down to the nearest whole day.

All requests for annual leave shall be approved or disapproved no later than 10 working days prior to the commencement of the requested leave.

Section 3. A member shall have the right to have a minimum of four scheduled days off (non-compensable) contiguous with his/her annual or any other leave to which he/she may be entitled, provided that the scheduled compensable time off be at least five consecutive days in duration.

Section 4. A member's "Leave Period", which consists of at least five compensable non-work days, shall be deemed to have commenced at the end of the last scheduled shift prior to the scheduled leave and to end at the beginning of the member's first scheduled shift after leave has expired.

Section 5. If a member is recalled to work from approved annual or personal leave, the member is entitled to compensation for a minimum of eight hours at the rate of time and one-half for each day worked and the day will not be charged against the member's annual or personal leave. The member will also be granted a compensatory vacation day at a later date for each non-compensable day worked if he/she is recalled after a "Leave Period" as defined in Section 4 above has commenced.

Section 6. If a member has selected leave under a tentative leave schedule and the dates of such leave were not refused when the tentative schedule was constructed, then any member who has his/her leave or portion of leave canceled within 30 days of the scheduled commencement of such leave shall be permitted to reschedule such leave at a time of his/her choosing, provided it is after the emergency that gave rise to the cancellation has ended and provided his/her request will not cause cancellation of the scheduled leave of another member.

Section 7. The requirement that no more than 10% of the members on a station can be off on leave at the same time shall not be mandatory. Consistent with operational requirements, leave requests shall not be unreasonably denied.

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

ARTICLE 14
SICK LEAVE

Section 1. Members shall earn sick leave in accordance with the following schedule:

	<u>Maximum Sick Leave Entitlement Per Year</u>
Sick Leave will be earned at the rate of 6% of all Regular Hours Paid	40 Hour Workweek: 124.8 hours (15.6 days)

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

Section 2. Accumulation

Members shall be permitted to accumulate sick leave that is unused each year to a maximum accumulation of 410 days (3280 hours).

Section 3. Members may use up to five days of sick leave for the death of a spouse, parent, stepparent, child, or stepchild and up to three days of sick leave may be used for the death of a brother, sister, grandparent, step-grandparent, grandchild, step-grandchild, son- or daughter-in-law, brother- or sister-in-law, parent-in-law, grandparent-in-law, aunt, uncle, foster child, step-sister, step-brother, or any relative residing in the member's household.

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

Section 5. Buy-out

a. Members who retire with less than 25 years of service shall be paid 35% of their accumulated unused sick leave not to exceed 117 days. Part days shall not be paid. The eligible dependents of a member who dies prior to retirement shall be paid 35% of the member's accumulated unused sick leave at the time of his/her death not to exceed 117 days. Part days shall not be paid.

b. Members who retire with at least 25 years of service and eligible dependents of members who are killed in the line of duty shall be paid for full days of accumulated unused sick leave in accordance with the following schedule:

<u>Days Available</u> <u>At Retirement</u>	<u>Percentage</u> <u>Buyout</u>	<u>Maximum</u> <u>Days</u>
0-135	35%	47
136-235	40%	94
236-335	50%	167
over 335	100% of days over 335	75

Section 6. In the event that a member is receiving Workers' Compensation, he/she shall be permitted to utilize sick leave to provide the difference in biweekly compensation between the monies received from Workers' Compensation and 100% of his/her normal biweekly compensation. Under such circumstances, sick leave shall be deducted from the member's accumulated sick leave in increments of one hour to equal the 100% maximum compensation.

Section 7. In accordance with Section 6 above, members who are not receiving Heart and Lung Act benefits may use sick leave to supplement Workers' Compensation benefits. The Workers' Compensation supplement will be the difference between net salary and Workers' Compensation and Social Security disability benefits (if applicable). Net salary is defined as gross base pay minus applicable payroll taxes and retirement contributions. The Employer will continue to remit appropriate payroll taxes and retirement contributions on behalf of the member. The hours of sick leave charged biweekly while the supplement is payable will be calculated by subtracting the Workers' Compensation amount from the member's regular gross pay and dividing the result by the member's hourly rate of pay, rounded to the next highest hour.

Upon determination by the Employer that a member is entitled to the Workers' Compensation supplement, the member will receive the supplement for a period of up to 30 days or to the extent sick leave is available, during which time the member must elect to either continue receiving the Workers' Compensation supplement or to retire. In the event the member retires during the 30-day period, the member shall be paid for full days of accumulated unused sick leave in accordance with Section 5.b. of this Article. In the event the member elects to continue the Workers' Compensation supplement or makes no election within the 30-day period, the Workers' Compensation supplement will continue until sick leave is exhausted or until the member retires, whichever is earlier. If a member retires after the 30-day period, payment for accumulated unused sick leave will be in accordance with Section 5.a. or 5.b. of this Article, as applicable.

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

ARTICLE 15
MEDICAL LEAVE EXTENSION

Section 1. A member who becomes disabled because of illness or an off-the-job accident shall be entitled to six months of leave without pay, during which time his/her medical benefits, supplemental health benefits, and Group Life Insurance shall continue in force and be paid for by the Commonwealth.

Section 2. A member who is granted parental leave without pay shall continue to receive medical benefits, supplemental health benefits, and Group Life Insurance benefits which shall be paid for by the Commonwealth for up to six months.

Section 3. Any extension of leave under Section 1 or 2 above shall be without benefits and shall be at the discretion of the Employer.

Section 4. A member shall not be required to use accumulated sick, annual and/or personal leave prior to the commencement of a leave without pay under this Article.

ARTICLE 16
LIFE INSURANCE

The Employer shall assume the entire cost of the currently existing life insurance plan. The amount of insurance is based on the member's annual pay rate in effect on the preceding January 1, rounded to the nearest \$1,000 but not to exceed \$50,000.

ARTICLE 17
SURVIVOR BENEFITS
PSTA SCHOLARSHIP FUND

Section 1. In the event a member is killed in the line of duty, the eligible dependents of the deceased member shall be entitled to all medical benefits for the life of the spouse, or until remarriage of the spouse, whichever is earlier and until age 19 (25 if enrolled full time as a student) for the children.

Section 2. PSTA Scholarship Fund

a. As of July 1 of each year of the contract, the Commonwealth shall deposit Ten Thousand Dollars (\$10,000.00) into an interest bearing account to be used for the purpose of providing scholarship assistance to state-related schools for dependents of members who were killed in the line of duty on or after July 1, 1988. The recipient, nature and amount of such assistance shall be determined by a committee composed of one representative from the PSTA and one designated by the Commissioner.

b. Definitions

(1) "Eligible dependent" means the spouse, child, stepchild or legally adopted child of a State Police member 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 member 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

A committee has been authorized to establish guidelines for the purpose of administering a scholarship assistance program pursuant to Section 2 of this Article.

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 members. The determination of the Committee regarding interpretation of the guidelines is final.

f. Effective upon the issuance of the 2012-2017 Award, the Commonwealth shall have the right to cease annual funding for the Line of Duty Death Scholarship Fund. The residue of the existing account shall be deposited into the Health and Welfare Fund.

ARTICLE 18 DISABILITY BENEFITS

Section 1. If a member has been found to be eligible for a disability retirement and if the disability has been found to be a permanent and total service-connected disability, such member shall receive a supplement equal to 70% of Final Average Salary less the sum of the regular disability retirement and the amounts payable under the Pennsylvania Workers' Compensation Act, the Pennsylvania Occupational Disease Act and the Federal Social Security Act. The service-connected disability retirement supplement will continue as long as the member is determined to be permanently and totally disabled on account of the service-connected disability.

Section 2. If a member becomes injured while on duty, during the time of his/her disability, he/she shall continue to receive all benefits to which he/she would otherwise have become entitled, including pay increases and accumulation of annual leave.

ARTICLE 19 HOSPITAL AND MEDICAL INSURANCE *

Section 1. Members shall have the choice of receiving 100% state-paid coverage either in the present indemnity plan (Indemnity Plan), or a Managed Care Plan, except that all members hired on or after April 21, 2005 shall only be eligible to participate in a Managed Care Plan.

Managed Care Plans: All members shall be offered a Preferred Provider Organization Plan (PPO Plan), selected by the Commonwealth which shall have benefits equal to the existing Indemnity Program. The PPO Program shall be offered on a statewide basis. In addition, the Commonwealth, at its discretion, may contract with Health Maintenance Organization plans (HMO Plans) or Point of Service plans (POS Plans) as optional alternatives for coverage in

selected areas of Pennsylvania. Where more than one Managed Care Plan is offered in an area, the member may select from among the options.

The Indemnity Plan and the Managed Care Plans each must conform to its respective plan design set forth in this Article. Each plan also must provide dependency coverage where the dependents of the member qualify under the respective plan.

Section 2. Indemnity Plan

The Indemnity Plan includes the Pre-certification Plan as described in the side letter between the parties dated October 15, 1985. The Major Medical maximum for general medical expenses shall be \$1,000,000 provided, however, that coverage for all general cases will be based upon the most cost effective but medically appropriate treatment alternative. A voluntary case management program has been instituted for all phases of the hospital and medical program. The plan will cover medically necessary air ambulance services at 100% of the provider's charge.

The annual Major Medical deductible for the Indemnity Plan is \$250 individual and \$750 family.

Members participating in the Indemnity Plan also will participate in the Emergency Counseling Plan (Article 24).

Section 3. PPO Plans and POS Plans

In-Network

Annual Deductible	None
Member Coinsurance	None; Plan pays 100%
Out-of-Pocket Maximum	None
Primary Care Copayment	\$15 (\$20 after hours)
Specialist Copayment	\$25
Outpatient Therapy Copayment	\$15
Emergency Room Copayment	\$100, waived if admitted
Mental Health - Outpatient Visit	\$25, 60 visit limit per calendar year
Lifetime Maximum	Unlimited

Out-of-Network

Annual Deductible	\$250 per individual and \$750 per family (accrued separately from in-network)
Member Coinsurance	20% up to out-of-pocket limit
Annual Out-of-Pocket Maximum	\$1,500 (\$3,000 per family), not including deductible
Emergency Room Copayment	\$50, waived if admitted
Mental Health - Outpatient Visit	50% coinsurance after deductible
Lifetime Maximum	\$1,000,000

The PPO plan will provide female covered persons at 100% of the Preferred Professional Provider Allowance for: (a) one routine gynecological examination each calendar year, including a pelvic examination and clinical breast examination, and routine Pap smears in accordance with the recommendations of the American College of Obstetricians and Gynecologists; and (b) one screening and diagnostic Mammogram each calendar year, provided that benefits for mammography are payable only if performed by a qualified mammography service provider who is properly certified by the appropriate state or federal agency in accordance with the Mammography Quality Assurance Act of 1992.

Section 4. HMO Plans

In-Network

Annual Deductible	None
Member Coinsurance	None; Plan pays 100%
Out-of-Pocket Maximum	None
Primary Care Physician Copayment	\$15 (\$20 after hours)
Specialist Copayment	\$25
Outpatient Therapy Copayment	\$15
Emergency Room Copayment	\$50, waived if admitted
Mental Health - Outpatient Visit	\$25, 60 visit limit per calendar year
Lifetime Maximum	Unlimited

Section 5. Coverage

Coverage under all of the medical plans shall cease on the date a member terminates employment. For the purpose of this Section, termination does not include retirement or death. The Commonwealth shall pay the cost of coverage as outlined above.

Members shall have the right to choose among the various plans offered during each open enrollment period which shall take place on no less than an annual basis for each.

**ARTICLE 20
PRESCRIPTION DRUG PLAN***

Section 1. a. The Commonwealth shall continue to provide the following prescription drug benefits to members and their eligible dependents: Drugs which by State or Federal law may be purchased only by prescription, insulin when written on a prescription form, oral contraceptives, and allergy extracts or antigens when not dispensed and administered by the same physician and drugs that are prescribed to treat injuries that members may incur as a direct result of Pennsylvania State Police employment.

Prior to January 1, 2018, the co-payments for all prescriptions covered by this program shall be:

Retail - 30 day supply	Generic - \$5 Preferred Brand -\$10 Non-Preferred Brand - \$15
Mail Order - 90 day supply	Generic - \$10 Preferred Brand - \$20 Non-Preferred Brand - \$30

Effective January 1, 2018, the co-payments for all prescriptions covered by this program shall be:

Retail - 30 day supply	Generic - \$10 Preferred Brand - \$20 Non-Preferred Brand - \$30
Mail Order - 90 day supply	Generic - \$20 Preferred Brand - \$30 Non-Preferred Brand - \$50

In addition, medical necessity and mandatory generic features will be added to the program.

The Commonwealth shall pay the cost of the coverage as outlined above.

Section 2. Effective January 1, 2018, Step Therapy shall be implemented under the prescription drug program. Members who are taking a prescribed medication that would normally be subject to Step Therapy between August 24, 2017 and December 31, 2017 shall be considered “grandfathered” for that specific medication and will not be subject to step therapy any time they are prescribed that medication thereafter.

ARTICLE 21 VISION CARE PLAN *

The Commonwealth shall provide the following vision care benefits to members and their eligible dependents: eye exams at 100% UCR, single vision lenses at \$22, bifocal lenses at \$36, trifocal lenses at \$57, aphakic lenses at \$80, medically necessary hard contacts at \$100, medically necessary soft contacts at \$150, cosmetic contacts at \$52 and frames at \$30. Dependents under age 19 are eligible for examination and lenses once during a 12-month period. Members and dependents 19 and older are eligible for examination and lenses once during a 24-month period. Members and dependents of any age are eligible for one set of frames in any 24-month period.

The Commonwealth shall pay the cost of the coverage as outlined above.

ARTICLE 22
DENTAL CARE PLAN *

The Commonwealth shall continue to provide members and their eligible dependents with a dental care plan at 100% UCR for basic diagnostic and preventive work, restorations, endodontics, periodontics, oral surgery, prosthodontics and orthodontics. Effective January 1, 2009, the Commonwealth will pay 70% of UCR for orthodontics, and members and their eligible dependents will be subject to a coinsurance rate of 30%. Also effective January 1, 2009, the orthodontic lifetime maximum amount payable for dependent children shall be \$1250.

The Commonwealth shall pay the entire cost of coverage as outlined above.

ARTICLE 23
HEALTH REIMBURSEMENT ARRANGEMENT *

All members who qualify in accordance with the below shall be enrolled in a Health Reimbursement Arrangement (HRA). The HRA may be used to pay for medical expenses that are eligible under Section 213 of the Internal Revenue Code that were incurred by the member or any dependent who was covered under the member's health and/or supplemental benefits at the time the claim was incurred. Unused balances in the HRA will carry forward into the next calendar year. Upon termination of employment for reasons other than disciplinary discharge, former members may continue to submit claims until all unused balances in their HRA are used. The account shall be administered by the Commonwealth or by a third-party administrator selected at the Commonwealth's discretion.

The base annual contribution by the Commonwealth to the HRA shall be \$350 per eligible member. However, participation in the disease management program (completion of health risk assessment and biometric screening between September 1st through December 31st of each year) along with participation in health coaching and counseling (where indicated) shall be required by the member to earn the base annual \$350 contribution by the Commonwealth in the following calendar year.

Should a member fail either to (a) complete the annual health risk assessment and biometric screening by the required deadlines in each applicable calendar year, or (b) participate in health coach/counseling when required to do so under the disease management program, the member shall receive no HRA contribution in the next calendar year. However, the member may continue to spend and/or maintain existing balances in accordance with current plan requirements.

Those members who chose to remain in the Indemnity Plan shall not be eligible to submit for reimbursement to the HRA those expenses that would have been covered under the now eliminated Doctor Office Visit Plan (formerly Article 23).

ARTICLE 24
EMERGENCY COUNSELING PLAN *

Section 1. The Commonwealth shall provide members who chose to participate in the Indemnity Program and their eligible dependents with emergency mental health psychotherapy services.

Section 2. This benefit provides 12 medically necessary psychotherapy visits for each member and each eligible dependent per contract year. A member or dependent may use a licensed psychologist or psychiatrist of his/her choice and claims will be processed under the following conditions:

a. If a participating provider is chosen, payment will be made in full and the member or dependent will have no out-of-pocket expenses.

b. If a non-participating provider is chosen, the member or dependent could experience some out-of-pocket expenses. The difference between the provider's charge and the Blue Shield allowance will not be eligible under Major Medical.

c. The medical plan has the right to investigate claims and only those deemed medically necessary will be covered.

d. Psychiatric evaluation services will not be covered.

Payment shall not be made under the ECP for visits covered under Workers' Compensation.

* For a complete description of these benefits, including their limitations, exclusions and maximums, refer to the State Police Health Benefits Program Handbook.

ARTICLE 25
RETIREMENT

Section 1. All medical, dental and prescription (except as provided in Section 2 below) coverage in effect at the time of retirement are to continue until the death of the retiring member, provided the member retires under the following conditions:

a. Superannuation retirement (excluding vestees) or retirement with at least 25 years of service.

b. Disability retirement.

c. Retirement with at least 20 but less than 25 years of service, with at least 10 years of enlisted service with State Police (Military time, civilian service and service with

another agency are not considered service with the State Police).

Section 2. For members who retire after July 1, 1995, the Retiree Major Medical Program shall not provide prescription drug benefits. Those benefits shall be provided solely by the prescription drug program carried into retirement.

Section 3. Notwithstanding anything herein to the contrary, a member, regardless of age, may also retire on or after July 1, 1989 with all health benefits that are currently carried into retirement under the following conditions:

- a. At 50% of the highest year salary after 20 years of service; or
- b. At 75% of the highest year salary after 25 years of service.

ARTICLE 26 DISCIPLINE

Section 1. Probationary Period

All Troopers shall serve a probationary period of 18 months from the date of original enlistment, during which time they may be dismissed by the Commissioner for violations of rules and regulations, incompetency, and inefficiency without action of a Court-Martial Board, the right of appeal to a civil court, or the grievance procedure.

Section 2. Suspension Without Pay

A member shall not be suspended without pay unless the conduct falls within the purview of the Governor's Code of Conduct or the Confidence in Law Enforcement Act, or the member is notified of dismissal after selecting the grievance procedure or recommendation for probationary review.

In disciplinary cases that could reasonably be construed to result in termination other than those referenced in the above paragraph, the Department shall limit suspensions without pay pending investigation of the conduct to no more than 20 working days. If, upon expiration of the 20 working day period of suspension without pay, the Department has not completed its investigation, the member shall be placed on suspension with pay, be returned to restricted duty status, and/or be temporarily reassigned or transferred to a reasonably situated station or assignment, until such time as the Notice of Disciplinary Penalty has been issued. The Department, at its discretion, may elect which of these options to utilize in any given case. The use of these options by the Department shall not prevent subsequent disciplinary action from being taken, and any subsequent disciplinary action shall not constitute double jeopardy; nor shall the use of these options be used as a defense in any subsequent disciplinary proceeding.

Nothing in this Section shall be construed to impose temporal or other limits on the Department's right to impose suspension without pay as a form of disciplinary penalty.

Section 3. Fringe Benefits During Suspension Without Pay

In accordance with the Patient Protection and Affordable Care Act (ACA), a member who is suspended without pay for any reason shall continue to receive the benefits provided under the State Police Health Program, the State Police Supplemental Benefits Program, and the Group Life Insurance Program during the period of suspension until the 92nd day of the suspension.

Should the ACA be repealed or amended during the term of the Agreement, a member who is suspended without pay who has not been charged with a felony or misdemeanor under the laws of the United States, Commonwealth of Pennsylvania, any other state(s) of the United States, and/or subdivisions thereof, shall continue to receive the benefits provided under the State Police Health Program, the State Police Supplemental Benefits Program, and the Group Life Insurance Program during the period of suspension until such time as the cost of the benefits paid equals the amount of the member's accumulated retirement deductions and interest, plus the amount of all eligible leave payouts; at such time, the above benefits will terminate. If the member elects not to file a grievance, or the grievance is denied wholly or in part, for any reason, the member shall reimburse the Commonwealth for the cost of the benefits within 90 days of the final disposition or upon separation from the Department, whichever shall occur sooner. The member will be required to repay the Commonwealth for the cost of such benefits as follows:

- a. For the State Police Health Program and the State Police Supplemental Benefits Program, the member will pay the monthly individual or multiparty premium that is charged to COBRA subscribers during the period of the suspension, minus the 2% administrative charge;
- b. For the Group Life Insurance Program, the member will pay the monthly contribution rate that the Agency would have paid during the period of suspension.

Such premiums will be paid whether or not any actual claims were incurred during the period of the suspension.

Should the ACA be repealed or amended during the term of the Agreement, suspensions of members who have been charged criminally with misdemeanors or felonies under the laws of the United States, Commonwealth of Pennsylvania, any other state(s) of the United States, and/or subdivisions thereof, shall be reviewed by the Office of Administration on a case-by-case basis, in consultation with the PSTA and the Department, as necessary, to determine whether benefits will continue in accordance with the provisions of this Section. A decision will be rendered as soon as possible, but not later than 20 working days from the date the Department is notified of the filing of charges in the case of a member who has been charged criminally with a felony or work-related misdemeanor and not later than 20 working days from the date the Department notifies the member that the member is being suspended in the case of a member who has been charged criminally with

a non-work-related misdemeanor. If the aforementioned time limits are exceeded, benefits will continue in accordance with the provisions of this Section. The determination of the Office of Administration will not be subject to the grievance and arbitration procedures.

Benefits during suspensions of one full pay period or less shall be processed in accordance with the current practice.

Section 4. Court-Martial Board

Court-martial proceedings shall provide that the accused may name, or designate the PSTA to name, one of the three members of the Court-Martial Board.

Section 5. Rights

- a. A member shall be advised of their Garrity/Miranda Rights when applicable.
- b. A member who is the subject of an administrative inquiry or internal investigation shall be advised of and upon request, be afforded PSTA representation at any interview, predisposition conference, DAR issuance, or any hearing.
- c. Absent exigent circumstances, the member shall receive reasonable notice to arrange for PSTA representation and the member shall be required to arrange such representation within a reasonable time period. However, this does not give the interviewee the right to a specific representative, only to one that is nearest and most readily available.
- d. Any member who is interviewed in regards to an investigation and has reason to believe that their statements could result in administrative action being taken against them, shall be afforded PSTA representation if requested.
- e. A member, prior to the issuance of a DAR, shall be afforded the rights under Article 28, Section 2 of the grievance procedure.
- f. If a tape recording is made by the interviewer, a copy shall be furnished to the member upon written request within 15 working days of the completion of the interview of the subject of the investigation. In cases involving multiple subjects of investigation, the tape recording shall be furnished within 15 working days after the last interview is completed. During tape recorded interviews, members shall also be permitted to simultaneously tape record the interview consistent with those procedures jointly agreed to between the parties.
- g. Upon the issuance of a DAR, the PSTA shall be given all information, evidence, reports and statements obtained by the Department related to the charge or charges; provided, however, that the Department shall not be obligated to turn over any information, evidence, report or statement that may compromise, interfere with, or otherwise impede any other investigation by

another law enforcement agency or the Pennsylvania State Police, including for example the names of confidential witnesses.

No later than 15 calendar days prior to any arbitration hearing, the Commonwealth and the Union shall exchange (1) all available information, evidence and all complete statements, to the extent created in the course of preparing the case, for any person who may testify; and (2) the names of all persons who will testify including a statement of the subject matter of each witness's testimony.

If any of the above has not been exchanged, it may not be used by the non-producing party at the hearing; provided, however, that information which was not available or was discovered after the deadline for exchange of information may be used if it has been provided to the other party as soon as possible after discovery.

h. The Department Disciplinary Officer may only take action on those elements of misconduct which are designated as "sustained" in the DAR.

Section 6. Required Correspondence

When requested a member who is involved in or witness to an incident or is the subject of a complaint allegation, other than allegations of criminal conduct, shall record all the known facts of the involved incident in writing and direct it to their Commanding Officer or other designated authority. The request for all required correspondence shall be made to the member prior to any interview. Absent exigent circumstances, a member will be provided two working days to submit said correspondence. If further information/ clarification is subsequently required, the member shall be given specific questions to be answered.

Section 7. Statute of Limitations

In cases of alleged criminal conduct, cases which could reasonably be construed to give rise to court-martial proceedings, alleged violations of the Governor's Code of Conduct, or cases in which a prosecutorial determination is sought, the Department shall complete its investigation and the member advised of the Troop Commander/Bureau Director's notice of administrative findings within 120 calendar days. The 120 calendar days will commence on the date the member is notified of the complaint, except as provided below:

- a. In cases involving alleged criminal conduct or requests for a prosecutorial determination, the notice of administrative findings shall be issued within 90 calendar days from the date the Department receives written notice from the member of the disposition/adjudication of the criminal charge or the date the Department receives the prosecutorial determination in writing.
- b. In all other cases the Department shall complete its investigation and the member advised of the Troop Commander/Bureau Director's notice of administrative findings

within 120 calendar days of the date the Department is notified of the complaint.

- c. In court-martial cases the member shall be notified of the adjudicated penalty within 45 calendar days of the member's selection of the grievance procedure.
 - (1) The Department Disciplinary Officer shall seek to issue a Notice of Disciplinary Penalty, if any, in all non-court-martial cases within sixty (60) calendar days of issuance of the DAR, but in no case shall such notice be issued more than ninety (90) calendar days from issuance of the DAR.
 - (2) The Department Disciplinary Officer shall seek to issue a Notice of Disciplinary Penalty, if any, in all court-martial cases within ninety (90) calendar days of issuance of the DAR, but in no case shall such notice be issued more than 120 calendar days from issuance of the DAR.
- d. If the aforementioned time limits are not met, no discipline in the form of a suspension without pay may be initiated. However, the time limits may be waived by the Department upon a showing of just cause or by mutual agreement of both parties.

Except in cases alleging criminal conduct or cases which give rise to court-martial proceedings, no disciplinary action consisting of a suspension without pay shall be imposed for violations of Department rules and regulations which are discovered more than one year after the date of occurrence unless mandated by the Governor's Code of Conduct. This paragraph shall not apply upon a showing of proof that the member acted to prevent such discovery.

Section 8. Purging of Files

If a member is found not guilty of the charges, any information contained in the member's official personnel folder and Troop/Bureau personnel file shall be purged within 30 days of the findings and all purged material returned to the member. Unfounded, not sustained, policy void, or withdrawn investigations shall not be used for consideration in evaluations or specialized position selections.

All other purging shall be in accordance with established practice.

Section 9. Receipt of Complaints

An investigator, upon being assigned to conduct an internal investigation as the result of a citizen complaint, shall complete a complaint verification and shall request the complainant's signature attesting to the veracity of the complaint as set forth. Except in cases where criminal conduct is alleged or cases which could reasonably be construed to give rise to court-martial proceedings as determined by the Disciplinary Officer, no disciplinary charges shall be brought, nor shall the Department treat any member as subject to disciplinary charges, prior to either a

signed verification of allegations against the member or in the absence of a signed verification, evidence corroborating the allegations.

Section 10. Outside Employment

A member who is suspended without pay and submits a Request for Approval of Supplementary Employment will be notified of the approval or denial within fourteen (14) calendar days of the Department's receipt of any such request. The member may submit the request directly to the Director, Bureau of Human Resources by the most expedient means available; e.g., FAX, express mail, etc. The Department's reply shall be sent to the PSTA by the most expedient means available. If the Department fails to respond to the PSTA within the time limitations, the member's request shall be considered approved.

A member who has a previously approved Request for Supplementary Employment, and is suspended without pay, may engage in the approved supplementary employment, and except as required by law, shall not be required to offset reimbursement if the member is found not guilty of all charges.

Section 11. Definitions

The term member shall include probationary Troopers except where excluded.

Section 12. Discipline Standards

Disciplinary standards regarding termination of employment for certain specified offenses are contained in Appendix B.

ARTICLE 27
LEGAL COUNSEL

Section 1. If a member is charged with a criminal action as a result of the member's having acted within the scope and responsibility of his/her office, he/she shall select local counsel in consultation with his/her Commanding Officer. The Commonwealth shall pay for the fees of such counsel to the extent the fees are in line with prevailing rates in the area.

Section 2. If a member is a defendant in a civil suit as a result of the member's having acted within the scope and responsibility of his/her office, the Commonwealth shall immediately furnish counsel and defend the member.

Section 3. The Commonwealth shall be responsible for judgments rendered against the member in job-related suits where the member has acted within the scope and responsibility of his/her office.

Section 4. In order to expedite the determination contained in this section, arbitrations regarding a dispute under this Article shall be determined pursuant to the labor arbitration rules of the American Arbitration Association with lists provided in each case by the Philadelphia office of the American Arbitration Association.

ARTICLE 28 GRIEVANCE PROCEDURE

Section 1. Scope

Grievances are limited to matters involving interpretation of this Agreement including all matters of discipline, and grant or termination of Heart & Lung Act benefits, compensation and reimbursement under FR 4-1, Loss of or Damage to State Property and Equipment if in excess of \$250, and FR 5-1, Travel and Subsistence.

Section 2. Rights

a. Prior to the issuance of a DAR to a member at the Troop/Bureau level, the Troop Commander/Bureau Director will notify the member in writing of the pending action and furnish the member with a summary of any justification or information pertaining solely to the member, including but not limited to statements of all witnesses as well as copies of any test results being considered for use in the issuance of the proposed DAR.

Exception: The names of confidential witnesses shall not be released.

b. Upon notification the member will have three calendar days to request a meeting with the Troop Commander/Bureau Director. During this meeting, the member shall provide all known information (such as but not limited to additional names of witnesses or other specifics) which might mitigate or alter the decision to issue the DAR. The member shall be permitted local PSTA representation for such meetings, if so desired. The member assumes responsibility for arranging such representation within 24 hours.

c. The member and/or PSTA representative may, during this meeting, take notes and ask questions to determine the accuracy and relevancy of the information presented. The meeting will be held within five working days of the member's request.

d. Any infringement of the following member rights shall preclude the Department from imposing disciplinary action in the form of suspension without pay:

- (1) Failure to allow a member PSTA representation in accordance with Article 26, Section 5, and/or Article 28, Section 2.
- (2) Failure to provide all required documentation in accordance with the first paragraph of Article 26, Section 5.g. For the purpose of this section, the term “reports” shall be understood to include General Investigation Reports and supplemental reports which may later be added to the original General Investigation Report. It is distinctly understood that this provision shall not require the Department to provide internal documents or communications which are not a part of the General Investigation Report as defined above or which are otherwise excluded under Article 26, Section 5.g.
- (3) Failure to afford a member three calendar days to request a meeting with the adjudicating officer in accordance with Section 2.b. of this Article.

Section 3. Grievance Steps

STEP 1. The member, either alone or accompanied by a PSTA representative, or the PSTA where entitled, shall present the grievance in writing to the member's Troop Commander/Bureau Director within 15 calendar days of its occurrence or knowledge of its occurrence.

Within 10 calendar days, the Troop Commander/Bureau Director or his/her designee shall conduct a hearing and provide a written STEP 1 decision to the member or the PSTA representative.

If additional information is provided by the member or the PSTA representative, the time limits may be extended an additional five calendar days to review or further investigate the data. Prior to the grievance submission to STEP 2, the grievance may be amended by the member or the PSTA representative.

A member may appeal discipline beginning at STEP 2 of the grievance procedure, within 15 calendar days of the notice of discipline the member receives from the Disciplinary Officer. The grievance must be presented in writing and received or postmarked to the Office of Administration, Bureau of Labor Relations within the 15 calendar day period to be considered timely.

STEP 2. In the event the grievance has not been satisfactorily resolved in STEP 1, written appeal, if made, shall be by the member or PSTA to the Office of Administration, Bureau of Labor Relations, 404 Finance Building, Harrisburg, PA 17120. The written appeal shall be made and postmarked within five calendar days of the Troop Commander's/Bureau Director's STEP 1 written decision. The written appeal to STEP 2 shall contain a copy of the grievance and a copy of the STEP 1 decision. Discipline grieved directly to STEP 2 shall also include a copy of the grievant's DAR, the grievant's response, if applicable, notification of disciplinary action, the grievant's proposed witnesses and all other supporting documents. A copy will also be sent to the PSTA President, 3625 Vartan Way, Harrisburg, PA 17110.

Upon receipt of the grievance at STEP 2, either the representative from the Bureau of Labor Relations or the PSTA Grievance Board Chairman shall schedule a grievance committee meeting consisting of members from the Employer (no more than five) and the PSTA Grievance Board (no more than five). The joint committee shall meet at least one day per month, unless the parties mutually agree otherwise.

The grievance committee shall meet for the purpose of reviewing the grievance(s) previously denied in writing at STEP 1 and appealed to STEP 2 and matters of discipline grieved directly to STEP 2. A list of grievances to be discussed shall be sent to the Bureau of Labor Relations' representative and the Director, Bureau of Human Resources, Pennsylvania State Police by the PSTA Grievance Board Chairman, within seven calendar days, when possible, prior to the grievance committee meeting. All amendments of grievances, if any, shall be done at the meeting of the grievance committee.

STEP 3. If the grievance is not satisfactorily resolved by the grievance committee at STEP 2, the grievance may be scheduled for arbitration by the PSTA Grievance Board Chairman by serving upon the Bureau of Labor Relations' representative notice, within 10 calendar days of the grievance committee meeting, of its intent to proceed to arbitration. The Bureau of Labor Relations representative and the PSTA Grievance Board Chairman shall determine hearing dates and arbitrator availability.

The Employer's decision at STEP 1 and the Committee's decision at STEP 2 shall not be used as a precedent for any subsequent case.

Section 4. Grievance Processing

An aggrieved member and PSTA representative, if member, and a reasonable number of witnesses, when required, shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Article without loss of pay or leave time.

Section 5. PSTA Representation

The PSTA must have an opportunity to appear with the grievant at all steps of the grievance procedure. Subsequent to the issuance of the Disciplinary Officer's letter of adjudication the PSTA shall have the right to investigate all issues not incorporated within an investigation against a member, provided the issue has been brought to the attention of the Department and the Department chooses not to investigate the issue. Such follow-up investigation shall occur during off-duty hours, a member's badge of office shall not be used, and any expenses incurred therewith shall be borne exclusively by the PSTA.

Section 6. Grievance Resolution

The PSTA Grievance Board shall have the authority to settle, amend, or withdraw any

grievance which does not have merit, does not comply with the time frames stated previously above, or does not comply with the guidelines established by the PSTA.

Section 7. Arbitrator and Site Selection

Five neutral arbitrators are to be selected by the parties jointly to hear cases in the above procedure.

Either party may, at any time, remove a neutral arbitrator, selected by the parties, after giving the other party at least 15 days' notice.

When a vacancy exists on the list of arbitrators, the parties should attempt to agree on a replacement within 10 calendar days. If the parties cannot agree, the parties shall request the American Arbitration Association to submit a list of seven arbitrators. Upon receipt of such list, the parties shall alternately strike until one arbitrator needed to fill a vacancy remains. A new list shall be requested from the American Arbitration Association for each arbitrator to be selected. Only one arbitrator is to be selected from each list. The Commonwealth shall strike first.

The parties may mutually agree to schedule a hearing at a location agreeable to both. For discipline grievances, the hearing site will be at a neutral location within the geographical area of the Troop where the grievance arose, unless mutually agreed otherwise.

When the parties cannot agree to a hearing location due to a disagreement over the nature of the case, then the hearing site will be decided by the neutral arbitrator.

Section 8. Arbitrator Responsibility

Issues concerning timeliness or procedurally defective cases or matters on arbitrability will be decided prior to hearing the merits of the grievance. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement or of the arbitration awards. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. In those matters involving discipline for actions specifically set forth in Article 26, Section 12, Appendix C, Subsections [1] - [12], the arbitrator shall be limited to determining just cause and may not alter the penalty imposed by the Department.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his/her decision within 30 days after the record is closed, but not to exceed 60 days.

If briefs are to be submitted, they must be postmarked within 15 working days of the hearing or the arbitrator shall decide the case without the late party's brief.

All of the time limits contained in the Article may be extended by mutual agreement. If the Commonwealth fails to respond in a timely manner in any step of the grievance procedure, the grievant and/or the PSTA may process the grievance to the next Step in the procedure.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 9. Heart and Lung Claims

Matters dealing with Heart & Lung shall be addressed in AR 4-4 as agreed to. Subsequent changes in AR 4-4 Heart & Lung Procedures shall be subject to bargaining. Grievances arising from the grant or termination of Heart & Lung Act benefits shall be subject to the Grievance Procedure specified in this Article.

Section 10. Reimbursement/Compensation Issues

All issues dealing with the application of compensation and reimbursement under FR 4-1, Loss of or Damage to State Property or Equipment, and FR 5-1, Travel & Subsistence, as presently written or modified by the Department, shall be submitted to a Board made up of one representative from the Department, one from the Office of Administration and one from the PSTA. The findings of the Board shall be final and binding for Loss of or Damage to State Property or Equipment involving \$250 or less. In all other cases arising under this Section, the decision of the Board shall be subject to the Grievance Procedure specified in this Article, except that grievances should be submitted directly to Step 2.

It is understood by the parties that the Board/Arbitrator shall have no authority to amend the Commonwealth's travel regulations.

Section 11. Grievance/Court-Martial Procedure Selection

In the event a member is accused of an offense that would otherwise be subject to court-martial proceedings under Article 26, he/she shall be advised as follows:

Subsequent to the issuance of a DAR by the Troop Commander, if the Disciplinary Officer, with the concurrence of the Deputy Commissioner of Administration and Professional Responsibility, directs that the member be court-martialed, the following shall apply for the selection of either court-martial procedure or grievance procedure:

- a. The member will receive written notice (form) that he/she may elect to challenge the accusation either through the court-martial procedure or the grievance procedure within seven calendar days. When made, the election shall be irrevocable. If not made in a timely manner, it shall be conclusively presumed that the member has elected the grievance procedure.

- b. The written notice (form) will state no matter which procedure the member selects, he/she is subject to disciplinary action up to and including but not limited to dismissal, transfer, reduction in rank and/or potential suspension in excess of 30 days.
- c. If the member selects the court-martial procedure, a request will be made of the Governor to convene such proceedings at which time charges and specifications will be issued, in writing, to the member.
- d. If the member selects the grievance procedure, the Commissioner will determine the appropriate penalty, and a written notice will be issued to the member stating the disciplinary action to be taken and the underlying facts in support thereof in accordance with the timeframes in Article 26, Section 7.c. (2). After receiving the Commissioner's decision the normal grievance procedure will then apply.

Section 12. Penalty Imposition

Subject to the provisions of Article 26, Section 5, Subsection g., a penalty of suspension without pay shall be implemented at any point in time following receipt of the Notice of Disciplinary Penalty by the member accused of misconduct. The implementation of the penalty can be delayed upon mutual agreement of the parties.

Notwithstanding the foregoing provisions of Sections 11 and 12 herein above, where removal from duty is required at any time due to the nature of the offense, the Department may suspend a member in accordance with Article 26, Section 2.

Section 13. Administrative Leave

Administrative leave shall be for the time that coincides with the grievant's or witnesses' work schedule, not to exceed a full shift. On the day of the hearing, the grievant/witness shall be scheduled on a day shift (a shift for which shift differential is not paid). For this accommodation, no overtime can be charged by the grievant/witness in respect to other sections of this contract.

A grievant and/or witnesses, when required to travel a distance exceeding 100 miles from his/her regular station to the arbitration site, shall not be required to work a shift commencing after 8:00 a.m. the day prior to the arbitration hearing date unless a clear and present danger/emergency exists.

All witnesses granted administrative leave time shall be required to testify unless excused mutually by the parties.

Requests for administrative leave shall be presented in writing to the Office of Administration, Bureau of Labor Relations, at least 14 days prior to the arbitration hearing date, except for unforeseen circumstances, in which case leave shall not be unreasonably denied.

Up to five members appointed by the PSTA to serve on the Grievance Board shall receive sufficient time to review grievances and attend STEP 2 Grievance Committee meetings without loss of leave or compensation. It is agreed that all members appointed by the PSTA shall be active members.

Section 14. Annual Review

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

Section 15. Agreement

The foregoing represents the parties' entire agreement with regard to Article 28, Grievance Procedure, and any previous side-letters concerning this Grievance Procedure Article are no longer in effect.

Section 16. Definitions

The term member shall include probationary Troopers except where excluded.

Section 17. Expedited Arbitration Procedure

In any case where (1) a disciplinary penalty has been imposed on a member following service of a Notice of Disciplinary Penalty, and (2) the PSTA has made a written demand for arbitration to the Commonwealth's Bureau of Labor Relations within 10 calendar days of service of the Notice upon the PSTA, the matter shall be heard before an arbitrator or a court martial board within 61 calendar days following the date that the grievance was discussed at STEP 2 of the grievance procedure in accordance with Section 3 of this Article. In the event the matter is not heard within that time period, and the delay is not attributable to the PSTA or the member, the penalty must be rescinded until such time as an arbitrator sustains the penalty. Delays attributable to the member or PSTA, including the failure to make a demand for or to schedule the arbitration, shall not result in rescission of the penalty. Should the PSTA not make a written demand for arbitration within the ten day time period, the right to arbitration shall be deemed to have been waived.

To implement the 61 day requirement, the parties shall immediately appoint a panel of arbitrators to be designated as the Disciplinary Arbitration Panel. The appointments shall be made in accordance with Section 7 of this Article. The Disciplinary Arbitration Panel shall consist of not less than seven arbitrators, which number may be expanded as the parties deem necessary to satisfy the sixty-one day requirement. Each arbitrator shall provide the parties with a minimum of

one date per every calendar month. Arbitrators appointed to the Disciplinary Arbitration Panel shall serve two-year terms, but in no event shall an arbitrator be removed from the Disciplinary Arbitration Panel without the mutual concurrence of the parties, prior to a date 24 months after the arbitrator's last appointment to the Panel. An arbitrator sitting on the Panel shall render his or her decision within 10 calendar days of the close of the hearing. Written summations shall not be accepted from either party without the consent of the other. Should written summations be submitted, they shall be received within 10 days of the hearing, at which point the hearing will be deemed closed. In the event that notes of testimony are taken by a reporter, the parties shall direct that the notes be transcribed and forwarded to the parties and the arbitrator on an expedited basis and in no event more than 48 hours after the close of the evidentiary hearing. A written opinion may be required of the arbitrator by either party and, if required, shall be submitted within 30 calendar days of the close of the hearing.

ARTICLE 29 ADMINISTRATIVE LEAVE

Section 1. For any interest arbitration, contract negotiation or preparation therefore under Act 111, all members of the PSTA negotiating committee (limited to a maximum of 15 persons) and necessary witnesses shall have time off with pay (unless a present or threatened emergency requires their services) as is reasonably necessary to complete the foregoing (including travel time). Members shall provide reasonable notice of the request for such leave to the Employer. Travel time shall be included in the requests.

Section 2. The President of the Pennsylvania State Troopers Association or his designee shall have reasonable time off to handle and process grievances or other labor relations matters with representatives of the Commonwealth. The President or his designee and necessary witnesses shall be permitted to use administrative leave to attend a hearing before the Pennsylvania Labor Relations Board. Any witnesses must actually testify before the Pennsylvania Labor Relations Board or be excused from testifying by mutual agreement. A witness, when required to travel a distance exceeding 100 miles from his/her regular station to the site of the Pennsylvania Labor Relations Board hearing, shall not be required to work a shift commencing after 8:00 a.m. the day prior to the hearing date unless a clear and present danger/emergency exists.

Section 3. No more than three duly elected representatives (which shall include officers and committee members) of each Fraternal Order of Police Lodge will be permitted to attend three two-day "Round Robins" in the year, without loss of pay, plus one-half day travel for distances exceeding one-hundred (100) miles, when verified on the request by the Troop Commander.

Section 4. A committee (numbering no more than seven members) may be designated by the Pennsylvania State Troopers Association to meet two times a year with the State Police Administration to discuss the Field Regulations Manual. The purpose of the meeting shall be to provide the State Police Administration with information and suggestions concerning Field Regulations. The proper utilization of this information is a matter for the State Police Administration to determine.

ARTICLE 30
UNION BUSINESS

Upon request by the PSTA, Union officers shall be released from duty. Union officers released from duty pursuant to State law shall be paid by the Commonwealth at the amount designated by the PSTA Board of Directors, not to exceed the rate of the highest ranking member of the bargaining unit with appropriate longevity. Any amount paid by the Commonwealth, including the cost of all benefits, shall be reimbursed by the PSTA to the Commonwealth in accordance with law.

ARTICLE 31
PERSONNEL FILES

Members shall have access to their personnel files in accordance with the State Police Administrative Regulation 4-8.

ARTICLE 32
CLOTHING MAINTENANCE

An allowance of \$500 is granted to all members (uniformed and non-uniformed) for the purpose of clothing maintenance. Effective July 1, 2011, the clothing maintenance allowance shall be \$600. This allowance is in addition to clothing benefits now enjoyed by members. Payment is to be made at the discretion of the Commonwealth except that at least one-half is to be paid during the first six months of the contract year.

ARTICLE 33
OUTSIDE EMPLOYMENT

Section 1. Members will be permitted to engage in outside employment under appropriate circumstances. Outside employment shall not be limited to hardship cases and may take place provided:

- a. Prior authorization is obtained.
- b. The scope of employment does not demean the image of the Pennsylvania State Police.
- c. There is no conflict with the member's primary duties.
- d. The total amount of employment does not interfere with the member's ability to perform his/her duties properly.

Section 2. If a member submits a request for authorization to engage in outside employment, the State Police Administration shall endeavor to respond to the request within one week. If the member does not receive a reply within 30 days, the request shall be deemed to be granted.

ARTICLE 34 REDUCTION IN FORCE

Section 1. In the event of a reduction in force, members will be laid off in accordance with the inverse order of seniority on the basis of rank. If an officer (Corporal or above) is subject to layoff, the person with the least seniority in that rank will be laid off first. That officer will then be permitted to use his/her time as an officer for bumping into a lower officer classification. On the basis of his/her Service Seniority he/she may bump into the rank of Trooper. The least senior Trooper will then be laid off. Recall will be in the inverse order of the layoff. This provision must be administered in accordance with any judicially imposed requirements.

Section 2. Service Seniority for the purpose of layoff shall be computed as continuous service from the date of enlistment. Where two or more persons have the same date of enlistment, the seniority rank will be on the basis of the highest to lowest enlistment scores.

ARTICLE 35 MEMBER TREATMENT

Section 1. The Employer agrees not to engage in or permit discrimination or harassment against any member on the basis of race, creed, color, ancestry, sex, marital status, age, national origin, disability, union membership, union activity or political affiliation.

Section 2. Incidents which are at variance with this principle may be appealed through the grievance and arbitration procedure. In cases of alleged harassment, the only remedy available to the arbitrator shall be a cease and desist award.

If a subsequent alleged harassment arbitration involving the same parties results in a cease and desist award, the member who has committed the act of harassment shall be subject to progressive discipline by the Department. Further substantiated acts of harassment shall result in more severe discipline.

ARTICLE 36 TEMPORARY ASSIGNMENT

When a member is temporarily assigned the duties of a higher rank for five days or more in any calendar quarter, then the member shall receive, retroactive to the time the assignment took place, the difference between his/her regular rate of pay and the rate he/she would receive had he/she

been promoted to that rank. This amount will be in addition to the member's regular rate of pay. If the member works the majority of hours on a shift, it shall be considered as a whole day at the higher rank.

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

ARTICLE 37 SPECIALIZED POSITIONS AND TRAINING

Section 1. Definitions

a. For the purpose of this Article, a specialized position is one designated on Troop/Bureau rosters as of January 1, 1997 which requires special training or ability that is not required for basic patrol unit assignments whether the specialized position assignment is performed on a permanent or part time basis.

b. Exclusions to this Article are those specialized positions/assignments offered to all members on a rotational basis, Area/Troop/Section/Station Commanders, Bureau/Division Directors, Regional Commissioned Officers, positions under the Executive and Administrative office, and positions under the Bureau of Integrity and Professional Standards. Also included in these exclusions are those members assigned to Executive Services.

Section 2. Posting

a. Prior to posting a Specialized Position Vacancy, the Troop Commander/Bureau Director has the option to offer the vacancy to members already serving in that same specialty within the Troop/Bureau. The offer shall be made to all incumbents within the specialty via an email from the Troop Commander/Bureau Director or designee. Incumbents will be given seven (7) calendar days to respond by submitting a transfer request for the vacancy. The Troop Commander/Bureau Director reserves the right to not transfer an incumbent due to operational reasons. The reasons for such action must be provided to the incumbent member(s) in writing within ten (10) calendar days of the Troop Commander's/Bureau Director's decision. In such cases, the vacancy shall be posted in accordance with the provisions of Section 2.d.

If the transfer option is used and more than one incumbent in that specialty within the Troop/Bureau submits a transfer request for the same vacancy, the senior member will receive the transfer. If multiple vacancies exist, choice of vacancies will be offered by seniority. Seniority for these purposes shall be the member's total time served in the specific specialty in the Troop/Bureau. If a tie still exists, the member who was sworn in earliest as a Trooper will be considered the most senior. If a tie still exists, the random number provided by the Department will be applied as a tie breaker.

The Troop Commander/Bureau Director has the option to continue to offer any subsequent specialized position vacancies created as a result of such transfers until such time as no incumbents submit a transfer request. At that time, any remaining vacancies will be filled by posting a Circular and completing a selection process.

The aforementioned procedure does not apply to specialized position vacancies if an incumbent Alternate(s) exist. When an incumbent Alternate(s) exists, the procedure described in Section 3.c. shall be used to fill the vacancy.

b. For purposes of career development or temporary workload requirements members may be assigned by the Troop Commander/Bureau Director to a 90 day rotation into a specialized position. At the conclusion of the 90 day period, if the Department wishes to keep the position filled, either a new member must be assigned to a 90 day rotation or the position must be posted and filled in accordance with this Article.

c. Vacancies for all specialized positions (with the exception of Section 2.a. and 2.b.) shall be posted electronically on the iNet for a period of at least 15 calendar days prior to the selection process. During this time, qualified, interested members who have completed a minimum of three years as an enlisted member may express their interest in the position.

d. All postings shall contain a job description, any special qualifications or requirements, the skills and abilities to be evaluated and the fact that particularized judgment may be exercised. Where the appointing officer exercises particularized judgment in filling specialized positions, that judgment will not be overturned unless it is shown to have been abused or based on unlawful criteria.

e. A copy of all postings shall be electronically forwarded to the PSTA at the time of posting.

Unless there are operational reasons for not filling the position, the posted position shall be filled from among the applicants deemed qualified through the selection process. Within 30 calendar days after the completion of the selection process, PSTA will be notified if the posted position will not be filled.

Section 3. Eligibility

a. Any member who has been suspended within one year of the posting of a specialized position or who has been removed from a specialized position in accordance with Section 7.c. of this Article shall not be eligible to apply unless a standing list is being created. When a standing list is being created, such members may apply but may not be selected until the one year period or mandatory time limit, as applicable, has expired. Members who have completed a minimum of three years as an enlisted member may express their interest in a specialized position. When a standing list is being established, members who have completed more than two years as an enlisted

member may apply for the position. However, such members will not be eligible for selection from the standing list until such time as they have completed three years as an enlisted member.

b. A member who has been notified that a preference transfer has been approved is not eligible to be selected for a specialized position at the Troop he/she is departing. A member may apply for a specialized position at their new Troop if the transfer effective date falls within the posting period.

c. Vacancies for specialized positions with incumbent Alternates shall first be filled from members in those Alternate positions in the Troop/Bureau. If a single Alternate exists, no posting is necessary unless the member declines the vacancy. If multiple Alternates exist, a posting must be done (in accordance with Section 2.d.), but eligibility is restricted to current Alternates. The normal selection procedure will then be used to select one of the Alternates for the vacancy.

If the selected Alternate works at a minimally staffed station or other operational limitations exist, release to the full time position may be delayed until the next Intertroop transfers occur.

d. Members on limited duty are eligible to apply for specialized positions. However, such members must be released to full duty status by the SPMO prior to completion of the selection process. Absent a release to full duty status by this deadline, the limited duty member shall be deemed ineligible for selection. In the case of a standing list, limited duty members will remain on the list, but will not be eligible for selection until after their release to full duty status.

e. The Department shall determine the qualifications necessary for each specialized position vacancy posted through a Circular. Experience from a source outside of PSP that involves a license or certification, as well as post-secondary educational credits, may be considered when determining if an applicant meets these qualifications. Other sources of experience from outside PSP will not be considered when determining if an applicant meets these qualifications. However, such experience can be considered during the Assessment of Training and Experience component of the selection process provided the member is deemed to be otherwise qualified for the specialty in question.

f. Members in restricted duty status shall not be eligible to apply for specialized positions.

Section 4. Reduction in Position

a. Removal from a specialized position in a Troop/Bureau because of a reduction of personnel in that position or elimination of the specialty shall be by least seniority in that specialty in the affected station, unit or work locations providing all factors are equal.

b. Removal from a specialized position for reasons other than as stated in subsection a. above shall be for reasonable grounds. Notice of such removal shall be accompanied by a

written explanation setting forth the reasons. If a member wishes to appeal such decision to remove, he/she may use the grievance and arbitration procedures set forth in Section 10 of this Article. If a removal is for disciplinary purposes, the issue in the case shall be whether the Department had just cause for removal. If a removal is for non-disciplinary purposes (for example, performance in or non-suitability for the position), the issue in the case shall be whether the Department had reasonable grounds for removal.

c. When a member, who holds a specialized position, is in a status that precludes him/her from performing the duties of that position for a period of eight weeks or more (e.g. limited duty, disability leave, sick leave, leave without pay, etc.), he/she shall be placed in an inactive status in regard to the specialized position. The member will remain in an inactive status until he/she is released to full duty status by the SPMO. The Department reserves the right to issue a Circular for an Alternate to the specialized position on a temporary basis to ensure operational efficiency. The member selected to the Alternate position will perform the specialized position duties of the member that was placed in an inactive status, until such time as that member is cleared by the SPMO to return to full duty status. NOTE: Circulars to fill such Alternate positions on a temporary basis shall include language confirming that assignment to the position shall end on the date the inactive member returns to full duty status and that the Alternate position will be abolished. The member assigned to the Alternate position will return to his/her previously held position/duties. In the event the member in an inactive status leaves the Department, the member selected to the Alternate position will be placed into the full time position on a permanent basis.

Section 5. Non-Selection Notification

Where a standing list is used, the appointing officer shall, within 30 calendar days, provide a written explanation to each of the members who did not qualify to be placed on the list. Where a standing list is not used, the appointing officer shall, within 30 calendar days, provide a written explanation to each of the non-selected members setting forth the reasons for non-selection.

Section 6. Selection Procedure

a. A Troop Commander/Bureau Director may choose either a standing list or to post vacancies on an as-needed basis.

b. When a standing list is established, it shall be posted within 10 calendar days after the compiling of the list. The list shall stand for a period of one year or until the list is exhausted, whichever comes first. The member with the highest absolute score in the selection process shall be selected.

c. Absolute score shall be calculated to the nearest whole number.

d. Seniority will be the determining factor in tie breaking only when absolute scores are identical.

e. Seniority standing for selection purposes shall be the date the member was sworn in as a Trooper when considered for a position as Trooper, Trooper/Corporal or Trooper/Corporal/Sergeant. For postings requiring rank or ranks higher than Trooper, seniority will be the date the lowest required rank was obtained.

f. Where score and seniority are tied, the random number provided by the Department will be applied as a tie breaker.

g. If no members apply for a specialized position vacancy or no members score high enough to qualify during the selection process, the Troop Commander/Bureau Director may appoint a member to fill the vacancy. No selection process is necessary in this situation, although a written test should be administered to ensure the selected member is qualified. In cases of Corporal or Sergeant vacancies, the position may be filled through the promotion process with the concurrence of the Commissioner.

Section 7. Required Time Limits

a. Unless otherwise specified in the posting, all specialized positions will carry a minimum time limit of three years which members are required to serve in the specialty.

b. Exceptions to mandatory minimum time limits for specialties are promotion, retirement or removal from the position.

c. An incumbent may request removal by submitting an SP 3-201 to a Troop Commander/Bureau Director which thoroughly outlines the reason for requesting removal from the position. The final decision to grant or deny removal rests with the Troop Commander/Bureau Director. The incumbent thus removed is ineligible to apply for another specialized position for the duration of the mandatory time limit remaining since appointed or one year from the date of removal from the position, whichever is less.

Section 8. Selection Process

a. A selection panel for all Bureau issued Circulars shall consist of a commissioned officer and a non-commissioned officer, from the Bureau, selected by the Bureau Director. The final member of the panel shall be selected by the PSTA President. If the posting is for a Trooper only, this selection shall be a Trooper from the Bureau. If the posting is for a Corporal or Sergeant, this selection shall be a member from the Bureau of equal rank to the highest rank in the posting. NOTE: If a Sergeant is not available to serve on panel for a Sergeant vacancy, a Corporal that is not in the direct chain of command may be selected. If this selection is not made within 14 calendar days of receiving the request, the Bureau Director shall make the appointment. In the event a selection cannot be made within the Bureau, the PSTA President shall seek the concurrence of the Bureau Director to select a member from outside the Bureau.

b. A selection panel for all Troop issued Circulars shall consist of a commissioned officer and a non-commissioned officer, from the Troop, selected by the Troop Commander. The final member of the panel shall be selected by the local Board of Directors member, or his/her designee. If the posting is for a Trooper only, this selection shall be a Trooper from the Troop. If the posting is for a Corporal or Sergeant, this selection shall be a member from the Troop of equal rank to the highest rank in the posting. NOTE: If a Sergeant is not available to serve on panel for a Sergeant vacancy, a Corporal that is not in the direct chain of command may be selected. If this selection is not made within 14 calendar days of receiving the request, the Troop Commander shall make the appointment. In the event a selection cannot be made within the Troop, the local Board of Directors member shall seek the concurrence of the Troop Commander to select a member from outside the Troop.

c. The selection process shall consist of the following:

1. A written test consisting of relevant subject matter to the specialty. A maximum of 10 points applied. A member must receive at least seven points to receive further consideration in the selection process.
2. Interview process. A maximum of 10 points applied to entire process. Questions used during the interview process shall be scored individually by the panel members, and the average of those scores is to be used to determine the total number points applied for the interview process.
3. Assessment of training and experience. A maximum of 10 points applied.
4. Evaluation of performance. A maximum of 10 points applied.

The evaluation shall be by at least two immediate supervisors who has supervised the member for at least 90 days. Whenever possible, the supervisor responsible for issuing an Employee Performance Review (EPR) should be one of the supervisors. The use of the form located in Appendix H shall be used for scoring purposes. The specific dimensions to be evaluated can be revised on this form based upon the specific requirements of the position being filled.

5. When appropriate, a demonstration of ability relative to the position. A maximum of 10 points applied.
6. In cases where the “demonstration of ability” factor is used, the applicant must achieve a minimum overall score of 35 points to be considered eligible for selection. In all other cases, a minimum overall score of 28 points must be achieved by the applicant for him/her to be considered eligible for selection.

7. The Department may deviate from Section 8 with the agreement of the PSTA.

Section 9. Posting and Selection for Training

a. Training which is not offered on a rotational basis or training which is offered to a limited number of members in a specialty or unit shall be electronically posted at all affected work locations for a period of at least 15 calendar days prior to selection of a member to attend. A member who has been notified that a preference transfer has been approved is not eligible to be selected for specialized training at the Troop he/she is departing. Such members are eligible to apply for specialized training opportunities at the new Troop if the effective date of the transfer falls within the posting period. Selection of commissioned officers to attend training is at the discretion of the Commissioner.

When the Troop Commander/Bureau Director has not received sufficient notification of an available training opportunity to meet the 15 day posting requirement, the time period may be waived upon mutual agreement with the PSTA.

b. Selection of a member shall be by seniority providing the senior member has not (1) received the same or equivalent training previously, or (2) has not attended special training within the past 180 calendar days, or (3) received a suspension within one year of the selection. Seniority shall be time in the specialty or unit in the Troop/Bureau. If seniority is tied, the tie breakers shall be time in rank. If a tie still exists, the member who was sworn in earliest as a Trooper will be considered the most senior. The random number provided by the Department will be applied as the final tie breaker, if necessary.

c. If a member grieves and is awarded the training, the member shall attend the next available training that is equivalent or similar to the training grieved.

d. Members in restricted duty status shall not be eligible to apply for training under this provision.

Section 10. Grievances

a. Grievances relating to the interpretation, application and implementation of this Article shall be filed at the first step of the Article 28 grievance procedure.

b. Grievances which are pending and ready for a hearing shall be scheduled independent of other scheduled grievances on a monthly basis for the purpose of adjusting grievances under this section.

c. The decision of the arbitrator shall be final and binding on both parties.

Section 11. It is understood that the provisions of this Article are not applicable to Commissioned Officers.

Section 12. Members assigned to Specialized Positions shall be subject to a probationary period of 12 months upon assignment to a specialized position. If a member is removed within that time, such removal is not subject to grievance arbitration.

ARTICLE 38 TRANSFERS

Section 1. If a member is transferred not at his/her request, on a temporary transfer (less than six months) and he/she is not provided transportation, he/she shall receive a travel allowance equal to the IRS rate applicable in Pennsylvania for all miles in excess of 50 miles (driven miles) per day from his/her place of residence to his/her station and return.

Section 2. If a permanent involuntary transfer results in a subsequent involuntary transfer (the permanent transfer lasting for less than six months) the above allowance shall be applicable retroactively to the member.

Section 3. a. Except as provided in b. below, when an involuntary intratrop transfer must be made, the member to be transferred must be the member who has the least seniority in his/her rank in that station (provided he/she has not been moved involuntarily in the previous six months) except in cases of promotion, in conjunction with the imposition of discipline or where there is a need for special skills or specialty.

When the least senior member is transferred under this Section, the Department shall not be required to consider the seniority of any member concurrently or subsequently transferred into that station.

b. Irrespective of seniority, the Department, on a temporary basis, can involuntarily transfer a member intratrop when the member is the subject of an EEO, administrative or criminal investigation which brings the member into actual conflict with other personnel at the work location to the extent that it would interfere with the function of the work location. For the duration of such involuntary transfer, should the distance between the member's place of residence and his/her station be greater than 25 miles, the member shall be provided with transportation or a travel allowance equal to the IRS rate applicable in Pennsylvania for all miles in excess of 25 miles each way.

ARTICLE 39 BADGE, RETIREMENT ID, HONORABLE DISCHARGE UPON RETIREMENT

Section 1. All members with at least 15 years of Pennsylvania State Police service, including intervening Military service, shall be awarded an Honorable Discharge and their badge and retirement ID except upon a showing of just cause.

Section 2. The Commonwealth shall provide each member who retires due to a service-connected disability and who has been honorably discharged with his/her badge and retirement ID at no cost to the member.

Section 3. On a prospective basis, and not affecting any litigation which is in progress or which has been completed, the Honorable Discharge provisions of this Agreement shall not be applicable to separations occurring prior to December 24, 2008. Members who retire must be notified in writing within thirty (30) days of the first calendar month following retirement of the granting or denial of Honorable Discharge.

ARTICLE 40 CAR UTILIZATION STUDY

The seven-member committee which was appointed by the Pennsylvania State Troopers Association to meet periodically with the State Police Administration to discuss the feasibility of developing a program to permit State Police officers to use State Police vehicles during off-duty hours shall continue during the term of this Agreement.

ARTICLE 41 HEALTH CARE COST CONTAINMENT COMMITTEE

The joint committee which has been established for the purpose of investigating health care cost containment issues shall continue during the term of this Agreement. The committee shall be subject to the following provisions:

1. The committee shall be comprised of not less than two nor more than four representatives each from the Commonwealth and from the PSTA.
2. The PSTA representatives shall be granted time off with pay (unless a present or threatened emergency requires their services) as is reasonably necessary to complete the foregoing (including travel time).

Should the ACA require that "Cadillac Plan" penalties go into effect during the life of this Agreement, the parties will meet and discuss how to address their impact.

ARTICLE 42 SPECIAL COMMITTEE - PROMOTION SYSTEM

The committee comprised of five persons to be selected by the PSTA and five persons to be selected by the Commissioner shall meet and discuss on all issues related to the current promotion system. The committee shall make written recommendations to the Commissioner.

ARTICLE 43
SIDE LETTERS

The five letters dated November 15, 1979 signed by Gary M. Lightman, Esquire for the PSTA and Brian T. Baxter, Deputy Secretary for Employee Relations for the Commonwealth of Pennsylvania on the following subjects are hereby incorporated by reference: Pennsylvania State Police Disability Benefit, Pennsylvania State Police Health and Welfare Fund, Continuation of Benefits under the "Heart and Lung" Act, and Non-Service Connected Survivor Benefit (2 letters). The provisions of these letters shall be applicable except as modified by mutual agreement between the parties.

The provisions of this Article and the side letters referred to herein shall continue in full force and effect for the term of this Agreement, any dates in those letters to the contrary notwithstanding.

ARTICLE 44
PHYSICAL FITNESS COMMITTEE

Section 1. A Committee shall be established to develop a mutually acceptable program of physical fitness for the members of the bargaining unit.

Section 2. The Committee shall be comprised of not less than two nor more than four representatives each from the Commonwealth and the Pennsylvania State Troopers Association.

Section 3. The PSTA representatives shall be granted time off with pay (unless a present or threatened emergency requires their services) as is reasonably necessary to complete the foregoing (including travel time).

Section 4. The PSTA members of the Committee shall be provided with access to all information and documents used or considered by the Commonwealth in evaluating the potential physical fitness program and that is reasonably necessary to assist them in the performance of their duties.

Section 5. If after a good faith effort the Committee is unable to reach agreement upon the terms of the physical fitness program, the Commonwealth shall be permitted to formulate and present the PSTA a complete physical fitness program that it intends to implement within the bargaining unit. If the PSTA believes that such program is, in whole or in part, unreasonable, it shall so advise the Commonwealth within 10 business days of its receipt and shall include within such notice the reason or reasons for objection. If the Commonwealth so chooses, it may then seek arbitration of the dispute as provided in Article 28.

Section 6. In the event that the Commonwealth should seek arbitration of the dispute described in Section 5, the following rules shall apply:

- a. Unless extended in writing, the hearing shall be held within 45 calendar days from the selection of the arbitrator;
- b. If either party desires to file briefs at the close of the hearing, they shall be filed in one calendar week;
- c. The arbitrator's final and binding decision shall be rendered in 30 days from receipt of the briefs;
- d. The arbitrator shall not substitute his/her judgment for the reasonable judgment of the Commonwealth in the development of the physical fitness program.

Section 7. The Commonwealth shall not implement, in whole or in part, a physical fitness program unless and until that program is approved by the arbitrator under the procedures as described in Section 6.

Section 8. Any member injured as a result of fitness testing shall be deemed to have been injured in the performance of his or her duties and shall be eligible to receive benefits either through the Heart & Lung Act and/or workers' compensation.

ARTICLE 45 FAMILY CARE LEAVE

Section 1. After completing one year of service, members shall be granted, upon written request, up to 12 weeks of leave without pay in a calendar year for the purpose of attending to the medical needs of a spouse, parent, child under age 18 or 18 years or older and incapable of self-care because of mental or physical disability, or other person qualifying as a dependent under IRS eligibility criteria.

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

Documentation of the need for Family Care Leave shall be required.

Section 2. State-paid coverage for medical benefits, supplemental health benefits, and Group Life Insurance as provided in Articles 16, 19, 20, 21, 22, 23 and 24 will continue for the period of time the member is on family care leave under Section 1 of this Article.

Section 3. The 12 week entitlement under Section 1 above may not be extended.

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

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

ARTICLE 46 LIMITED DUTY

Section 1. Work-Related Limited Duty

All side letters regarding work-related limited duty dated prior to May 1, 2013 are modified as follows:

a. Members currently or in the future who are on work-related limited duty shall be limited to the lesser of: (1) the length of the illness/injury requiring limited duty or (2) completion of twenty-five (25) years of creditable service.

b. Where the member completes his/her twenty-fifth (25th) year of creditable service while on limited duty, the member shall be separated from employment.

c. A member who is placed on limited duty after twenty-five (25) years of creditable service, shall be removed from limited duty after the earlier of: (1) the length of the illness/injury requiring limited duty or (2) one (1) year after which he/she shall be separated from employment.

Section 2. Non-Work-Related Disabilities

Members placed into a permanent limited duty status shall not be guaranteed entitlement of continuing limited duty beyond the date that they reach twenty-five (25) years of creditable service.

ARTICLE 47 EMPLOYEE AUTHORIZED PAYROLL DEDUCTIONS

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

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

Section 3. The Commonwealth shall provide one payroll slot to the PSTA to be used for a voluntary deduction for the Troopers Helping Troopers Foundation. The voluntary deduction shall be made only in accordance with the written authorization of respective members which shall specify the amount, frequency and duration of the deduction, as well as the member's name, employee number, and work location. The Commonwealth's only obligation under this Section will be to deduct the authorized amount from the regular bi-weekly salary and wages of the members who have requested the deduction through written authorization and to electronically transmit the aggregate amount, together with an itemized statement to PSTA's designated account recipient for the Troopers Helping Troopers Foundation by the last day of the succeeding month after such deductions are made. The Commonwealth shall not be required to provide additional reports or other information either to the PSTA or the Troopers Helping Troopers Foundation. The provisions of Section 5 of this Article shall apply to this payroll slot.

Section 4. The Pennsylvania State Troopers Association shall reimburse the Employer for the Employer's actual cost for the expenses incurred in administering this Article.

Section 5. The Pennsylvania State Troopers 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 48 LEAVE DONATION PROGRAM

Section 1. The Commonwealth will implement and administer a Leave Donation Program. Members may donate annual and personal leave to a designated member in the member's bargaining unit 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 or severe injury or illness or for the catastrophic or severe injury or illness of a family member. The leave also may be used as bereavement leave if the member's family member dies and the member has no accrued or anticipated sick leave available, subject to the limitations in Article 14, Section 3.

Section 2. Recipients

- a. Recipients must be members in the bargaining unit.
- b. Family member is defined as a husband, wife, child, step-child, foster-child or parent of the member or any other person qualifying as a dependent under IRS eligibility criteria.
- c. A catastrophic or severe 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 member 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 or severe illness or injury of the member 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 or severe illness or injury. Annual, personal, sick (for member'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 or severe illness or injury and for each leave calendar year in which donated leave is used. Donated leave may not be applied to the required 20-workday accumulation period.

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

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

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

f. Up to 12 weeks of donated leave per leave calendar year may be received for all conditions of the member 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 or severe illness or injury. Upon exhaustion of the 12 week donated leave cap, a member may request an additional donation of up to thirty (30) days which shall be allowed at the discretion of the Commissioner and shall not be unreasonably denied. Members shall not be required to exhaust personal days before being eligible to access the Leave Donation Program.

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 a member'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 or severe illness or injury.

i. A member is not eligible to receive donations of leave if, during the previous six months, the member 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 member is released by the physician for full-time work, when the family member's condition no longer requires the member's absence, or at the end of the leave calendar year, must be returned to the donors in inverse order of donation. However, if at the end of the year, the absence is expected to continue beyond the greater of 20 workdays or the amount of annual and sick leave that could be earned and used in the following leave calendar year, donated leave may be carried into the next year.

Section 3. Donors

a. A donor may voluntarily donate annual and personal leave to a member within the donor's bargaining unit who meets the requirements of the Leave Donation Program. Donations may be made to multiple members, as long as the minimum donation is made to each member.

b. Donations must be made in increments of one day (8.0 hours), but not more than five days can be donated to any one member in the same leave calendar year. The donor's annual leave balance after donation cannot be less than the equivalent of five workdays of leave (40.0 hours). Anticipated personal leave may not be donated.

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

d. Unused donations are returned to the donor if: the recipient or family member recovers, dies, or separates before the donor's leave is used; or if the recipient does not use the leave by the end of the leave calendar year, and is expected to either return to work within 20 workdays or to have sufficient anticipated leave available in the new year to cover the absence. In accordance with Section 1 above, a member whose family member dies and who does not have accrued or anticipated sick leave available, may use donated leave as bereavement leave, subject to the limitations in Article 14, Section 3.

Section 4. The provisions of this Article are not grievable under Article 28 of this Agreement.

ARTICLE 49
CIVILIANIZATION

Section 1. Effective December 24, 2008 or at such appropriate time as determined by the Employer, the Employer shall have the right to convert from enlisted to civilian the positions listed in Section 2 and the functions listed in Section 3.

Section 2. Positions to be civilianized are:

PCO Supervisors working in CDCs
Grants Acquisition and Administration Section Trooper

Grants Acquisition and Administration Section Supervisor
Webmaster
Management Information Unit and UCR Section Supervisor
Troop Communications Supervisor
Procurement and Supply Officer

The civilianization of these positions shall be done by attrition such that current enlisted members holding these positions shall be replaced by civilians only when the enlisted member leaves the position voluntarily or involuntarily.

Section 3. In addition to the positions listed in Section 2, the Employer shall have the right to civilianize the following functions by hiring formerly enlisted annuitants to perform such functions under such terms and conditions deemed appropriate by the Employer:

- a. Non-Criminal Aspects of Background Investigations. Annuitants shall be permitted to perform all non-criminal aspects of background investigations (e.g., contacting references, family members, community members, acquaintances; credit checks; and/or conducting employment history verifications checks; etc.). Criminal aspects of background investigations, such as contacting other law enforcement agencies and performing criminal history checks, shall continue to be performed by enlisted personnel.
- b. Non-Criminal Physical Fingerprinting. Annuitants shall be permitted to perform the physical fingerprinting for all purposes, with the exception of criminal suspects under arrest, who shall continue to be fingerprinted by enlisted personnel.

Section 4. To address future needs or issues regarding civilianization of current positions within the bargaining unit, or functions performed by the bargaining unit, the Employer shall notify the PSTA in writing of specific positions and/or functions that it deems appropriate or desirable for civilianization. If agreement is not reached within 90 days, the Interest Arbitration Panel shall hear and resolve the matter. The Employer shall have the option of withdrawing its civilianization request after the Panel has rendered its decision.

ARTICLE 50 TOBACCO USE

Notwithstanding any existing regulation of tobacco use, members are prohibited from using any form of tobacco, including smokeless tobacco, inside any Commonwealth owned vehicle.

ARTICLE 51
HEALTH CARE SHOP AROUND

The Commonwealth shall have the right to competitively bid out and award any and all contracts of health care programs for active members and those who retire under this Agreement, provided that the resulting programs shall be substantially similar in benefits and cost to the active bargaining unit members and those who retire under this Agreement when compared to those programs in place as amended herein and giving due consideration to the circumstances at the time. Prior to implementation, any changes must be agreed to by the parties or ordered by the Interest Arbitration Panel, which shall upon request of either party conduct a hearing and issue a ruling within 45 days of notification by the Employer to the PSTA of any proposed change under this provision. The PSTA shall have 15 days from notification to review the request and the Panel shall have 30 days to conduct a hearing and issue a ruling within the aforementioned 45 day time frame.

ARTICLE 52
TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2020. The term of the collective bargaining agreement shall be for one (1) years commencing on July 1, 2020 and terminating on June 30, 2021. All terms set forth above shall be effective July 1, 2020, unless otherwise indicated.

JUNE 25 2020
Date



Commonwealth of Pennsylvania
Michael Newsome, Secretary
Office of Administration



Pennsylvania State Troopers Association
David Kennedy, President

APPENDIX A
COMMONWEALTH OF PENNSYLVANIA
STATE POLICE PAY SCHEDULE
EFFECTIVE JULY 1, 2020
PAY SCALE TYPE SP

LONGEVITY RANGE		SP01 TROOPER STEP S	SP01 TROOPER STEP A	SP01 TROOPER STEP B	SP01 TROOPER STEP C	SP01 TROOPER STEP D	SP01 TROOPER STEP E**	SP02 CPRL STEP E	SP04 SRGNT STEP E	SP06 LIEUT STEP E	SP08 CPT STEP E	SP09 MAJOR STEP E	YEARS OF SVC
A	HOURLY	30.37	32.39	34.42	36.45	38.47	40.49	43.73	47.45	51.72	56.37	61.73	YEARS 1
	BIWEEKLY	2,429.60	2,591.20	2,753.60	2,916.00	3,077.60	3,239.20	3,498.40	3,796.00	4,137.60	4,509.60	4,938.40	THROUGH
	ANNUAL*	63,364	67,578	71,814	76,049	80,264	84,478	91,238	99,000	107,909	117,610	128,793	5
B	HOURLY					40.78	42.92	46.35	50.30	54.82	59.75	65.43	START
	BIWEEKLY					3,262.40	3,433.60	3,708.00	4,024.00	4,385.60	4,780.00	5,234.40	OF 6th
	ANNUAL*					85,083	89,548	96,705	104,946	114,376	124,662	136,513	YEAR
C	HOURLY						43.32	46.79	50.77	55.34	60.32	66.05	START
	BIWEEKLY						3,465.60	3,743.20	4,061.60	4,427.20	4,825.60	5,284.00	OF 7th
	ANNUAL*						90,383	97,623	105,927	115,461	125,852	137,807	YEAR
D	HOURLY						43.73	47.23	51.25	55.86	60.88	66.67	START
	BIWEEKLY						3,498.40	3,778.40	4,100.00	4,468.80	4,870.40	5,333.60	OF 8th
	ANNUAL*						91,238	98,541	106,928	116,546	127,020	139,100	YEAR
E	HOURLY						44.13	47.67	51.72	56.37	61.44	67.29	START
	BIWEEKLY						3,530.40	3,813.60	4,137.60	4,509.60	4,915.20	5,383.20	OF 9th
	ANNUAL*						92,073	99,459	107,909	117,610	128,188	140,394	YEAR
F	HOURLY						44.54	48.10	52.20	56.89	62.01	67.90	START
	BIWEEKLY						3,563.20	3,848.00	4,176.00	4,551.20	4,960.80	5,432.00	OF 10th
	ANNUAL*						92,928	100,356	108,910	118,695	129,378	141,667	YEAR
G	HOURLY						44.94	48.54	52.67	57.41	62.57	68.52	START
	BIWEEKLY						3,595.20	3,883.20	4,213.60	4,592.80	5,005.60	5,481.60	OF 11th
	ANNUAL*						93,763	101,274	109,891	119,780	130,546	142,960	YEAR
H	HOURLY						45.35	48.98	53.14	57.93	63.13	69.14	START
	BIWEEKLY						3,628.00	3,918.40	4,251.20	4,634.40	5,050.40	5,531.20	OF 12th
	ANNUAL*						94,618	102,192	110,871	120,865	131,714	144,254	YEAR
I	HOURLY						46.67	49.41	53.62	58.44	63.70	69.75	START
	BIWEEKLY					** Rates from Longevity Range I and above reflect Trooper 1st Class pay differential.	3,733.60	3,952.80	4,289.60	4,675.20	5,096.00	5,580.00	OF 13th
	ANNUAL*						97,372	103,089	111,873	121,929	132,904	145,526	YEAR
J	HOURLY						47.08	49.85	54.09	58.96	64.26	70.37	START
	BIWEEKLY						3,766.40	3,988.00	4,327.20	4,716.80	5,140.80	5,629.60	OF 14th
	ANNUAL*						98,228	104,007	112,853	123,014	134,072	146,820	YEAR
K	HOURLY						47.50	50.29	54.57	59.48	64.83	70.99	START
	BIWEEKLY						3,800.00	4,023.20	4,365.60	4,758.40	5,186.40	5,679.20	OF 15th
	ANNUAL*						99,104	104,925	113,855	124,099	135,261	148,114	YEAR
L	HOURLY						47.91	50.73	55.04	60.00	65.39	71.61	START
	BIWEEKLY						3,832.80	4,058.40	4,403.20	4,800.00	5,231.20	5,728.80	OF 16th
	ANNUAL*						99,959	105,843	114,835	125,184	136,430	149,407	YEAR
M	HOURLY						48.32	51.16	55.52	60.51	65.95	72.22	START
	BIWEEKLY						3,865.60	4,092.80	4,441.60	4,840.80	5,276.00	5,777.60	OF 17th
	ANNUAL*						100,815	106,740	115,837	126,248	137,598	150,680	YEAR

COMMONWEALTH OF PENNSYLVANIA
STATE POLICE PAY SCHEDULE
EFFECTIVE JULY 1, 2020
PAY SCALE TYPE SP

LONGEVITY RANGE	SP01 TROOPER STEP S	SP01 TROOPER STEP A	SP01 TROOPER STEP B	SP01 TROOPER STEP C	SP01 TROOPER STEP D	SP01 TROOPER STEP E*	SP02 CPRL STEP E	SP04 SRGNT STEP E	SP06 LIEUT STEP E	SP08 CPT STEP E	SP09 MAJOR STEP E	YEARS OF SVC
N	HOURLY					48.73	51.60	55.99	61.03	66.52	72.84	START
	BIWEEKLY					3,898.40	4,128.00	4,479.20	4,882.40	5,321.60	5,827.20	OF 18th
	ANNUAL*					101,670	107,658	116,818	127,333	138,787	151,973	YEAR
O	HOURLY					49.15	52.04	56.47	61.55	67.08	73.46	START
	BIWEEKLY					3,932.00	4,163.20	4,517.60	4,924.00	5,366.40	5,876.80	OF 19th
	ANNUAL*					102,547	108,576	117,819	128,418	139,956	153,267	YEAR
P	HOURLY					49.56	52.48	56.94	62.06	67.64	74.08	START
	BIWEEKLY					3,964.80	4,198.40	4,555.20	4,964.80	5,411.20	5,926.40	OF 20th
	ANNUAL*					103,402	109,494	118,800	129,482	141,124	154,561	YEAR
Q	HOURLY					49.97	52.91	57.41	62.58	68.21	74.69	START
	BIWEEKLY					3,997.60	4,232.80	4,592.80	5,006.40	5,456.80	5,975.20	OF 21st
	ANNUAL*					104,257	110,391	119,780	130,567	142,313	155,833	YEAR
R	HOURLY					50.39	53.35	57.89	63.10	68.77	75.31	START
	BIWEEKLY					4,031.20	4,268.00	4,631.20	5,048.00	5,501.60	6,024.80	OF 22nd
	ANNUAL*					105,134	111,309	120,782	131,652	143,482	157,127	YEAR
S	HOURLY		** Rates from Longevity Range S and above reflect Master Trooper pay differential.			51.29	53.79	58.36	63.62	69.34	75.93	START
	BIWEEKLY					4,103.20	4,303.20	4,668.80	5,089.60	5,547.20	6,074.40	OF 23rd
	ANNUAL*					107,011	112,227	121,762	132,737	144,671	158,420	YEAR
T	HOURLY					51.71	54.23	58.84	64.13	69.90	76.55	START
	BIWEEKLY					4,136.80	4,338.40	4,707.20	5,130.40	5,592.00	6,124.00	OF 24th
	ANNUAL*					107,888	113,145	122,764	133,801	145,839	159,714	YEAR
U	HOURLY					52.13	54.66	59.31	64.65	70.46	77.16	START
	BIWEEKLY					4,170.40	4,372.80	4,744.80	5,172.00	5,636.80	6,172.80	OF 25th
	ANNUAL*					108,764	114,043	123,744	134,886	147,008	160,987	YEAR
V	HOURLY					52.54	55.10	59.79	65.17	71.03	77.78	START
	BIWEEKLY					4,203.20	4,408.00	4,783.20	5,213.60	5,682.40	6,222.40	OF 26th
	ANNUAL*					109,619	114,961	124,746	135,971	148,197	162,280	YEAR
W	HOURLY					52.96	55.54	60.26	65.68	71.59	78.40	START
	BIWEEKLY					4,236.80	4,443.20	4,820.80	5,254.40	5,727.20	6,272.00	OF 27th
	ANNUAL*					110,496	115,879	125,726	137,035	149,365	163,574	YEAR
X	HOURLY					53.38	55.97	60.74	66.20	72.15	79.01	START
	BIWEEKLY					4,270.40	4,477.60	4,859.20	5,296.00	5,772.00	6,320.80	OF 28th
	ANNUAL*					111,372	116,776	126,728	138,120	150,534	164,846	YEAR

* Annual rates listed on this schedule are approximate.

APPENDIX B

Members of the Pennsylvania State Police must be morally and ethically above reproach at all times regardless of duty status. All members shall respect the sanctity of the law and shall be committed to holding themselves to the highest standard of accountability. No member shall depart from standards of professional conduct or disobey the law.

Members should be subject to disciplinary action only for “just cause.” The following standards shall govern the elements of “just cause” for the misconduct described below and these standards shall constitute a “clean slate” relating to the twelve terminable offenses described below in that they shall supersede and replace all prior standards, agreements, past practices, and arbitration awards on the same subjects.

Certain conduct immediately and absolutely threatens the integrity of the Department’s public duty and responsibility. In the following circumstances, the proper level of discipline is termination of employment, notwithstanding any mitigating circumstances. Such conduct includes, but is not limited to, the following:

[1] Engaging in any action that constitutes the commission of a felony or a misdemeanor which carries a potential sentence of more than one (1) year, or in any action that constitutes the commission of an equivalent offense in another jurisdiction, state, or territory. Neither a criminal conviction nor the pendency of criminal charges is necessary for disciplinary action in such circumstances. In addition, a declination of prosecution shall not preclude disciplinary action.

[2] Engaging in domestic violence involving physical abuse of any victim; or engaging in activity which would cause a reasonable person to be in fear of bodily injury to the extent the member’s conduct falls under subsection [1] above.

[3] Any use of a firearm to threaten another except as appropriate in the scope of employment (whether or not a specific, officially assigned, duty) or in the defense of self or others. This includes the use of a loaded or unloaded firearm to threaten another, regardless whether as a joke or in horseplay.

[4] Engaging in sexual misconduct, as defined in AR 4-25; or engaging in sexual harassment as defined in AR 4-26 which is of a serious nature, including use of position to obtain or attempt to obtain sexual favors; or engaging in conduct which constitutes sexual harassment, as defined in AR 4-26, subsequent to disciplinary action for prior serious sexual harassment.

[5] The commission of a serious act of deception during a criminal, civil or administrative investigation or proceeding, when under a specific, official obligation to be truthful, involving intentional (1) lying; (2) fabrication; (3) misleading acts or words; (4) civil or criminal fraud; or (5) perjury.

Notwithstanding anything to the contrary in this Agreement, no member may be subject to disciplinary charges for violating this subsection in regard to a statement or statements the member made in a Departmental disciplinary investigation involving another member before the allegations involving the underlying investigation of that other member have been either dismissed by the Department or sustained or dismissed by an arbitrator as provided herein.

[6] Any activity that constitutes an intentional violation of Chapter 39 of the Crimes Code (relating to Theft and Related Offenses).

[7] Any use of any illegal substances, prohibited under 35 P.S. § 780-101 et seq., (Controlled Substance, Drug, Device and Cosmetic Act), or any substance use that constitutes the commission of an offense under Federal law or in any other jurisdiction, state, or territory, either on or off duty; or any use of controlled substances obtained by illegal means, either on or off duty.

[8] Positive drug test result under FR 3-5.

[9] “Driving under the influence” pleas, convictions or ARD under one of the following circumstances:

- (a) Second or subsequent DUI offense while employed by the Commonwealth (regardless of whether on or off duty); or
- (b) Involving a hit and run of a vehicle or property; or
- (c) While operating a state-owned vehicle.

[10] Any restriction mandated by statute or court order for 180 days or more under one of the following circumstances:

- (a) Loss of Pennsylvania operating privileges, except for recall or suspension of operating privileges of any person whose incompetency has been established under Title 75 Pa. C.S. § 1519 (Motor Vehicle Code).
- (b) Loss of firearm privileges.

[11] Fighting or the use of other physical violence on the job, other than as reasonably necessary in the strict performance of a member’s duties as a law enforcement officer.

[12] Any period of incarceration for a misdemeanor conviction that results in the member being disqualified from accessing information from the CLEAN system in accordance with the FBI Criminal Justice Information Security (CJIS) Policy.

This list is not all-inclusive and termination of employment may be the proper level of discipline in other situations as well.

A criminal standard of proof shall not be applied to the review of any termination decision.

The above provisions are effective for discipline arising out of any conduct occurring, in full or in part, on or after January 1, 2005. These provisions supersede any prior disciplinary penalties imposed for the twelve (12) offenses specifically set forth herein, by either the Department, Commonwealth, or any arbitrator, and no such prior penalties may be used as precedent in cases involving the above twelve (12) offenses.

APPENDIX C
KEY

<u>NO.</u>	<u>ARBITRATOR</u>	<u>DATE OF AWARD/AGREEMENT</u>	<u>EFFECTIVE DATE</u>
1	Galfand	12/21/70	7/1/71
2	Gershenfeld	12/28/71	7/1/72
3	By Agreement	9/27/72	7/1/73
4	Gershenfeld	12/27/73	7/1/74
5	Unterberger	12/27/74	7/1/75
5a	Letter of Agreement	5/10/75	1/1/76
5b	By Agreement	5/21/75	1/1/76
6	By Agreement	11/12/75	7/1/76
7	Loewenberg	12/23/76	7/1/77
8	McDermott	3/24/78	7/1/78
9	Powell	12/21/78	7/1/79
10	By Agreement	11/15/79	7/1/80
10A	By Agreement (to clarify language)	6/13/80	7/1/80
11	Weinstein	5/7/81	7/1/81
12	By Agreement	12/14/81	7/1/82
12a	Side Letter of Agreement	3/2/82	2/1/82
12b	Side Letter of Agreement	7/1/83	1/1/82
13	Herring	9/15/83	7/1/83
14	Kasher	3/22/84	7/1/84
14a	Side Letter of Agreement	3/15/84	7/1/84
14b	Side Letter of Agreement	4/13/84	4/13/84
15	Pereles	12/14/84	7/1/85
16	By Agreement	10/15/85	7/1/86
17	DiLauro	2/17/88	7/1/88
17a	Side Letter of Agreement	2/26/88	7/1/88
17b	Side Letter of Agreement	8/29/89	8/29/89
18	By Agreement	12/1/89	7/1/90
18a	Side Letters of Agreement	5/10/90	7/1/90
18b	Side Letter of Agreement	5/25/90	7/1/90

<u>NO.</u>	<u>ARBITRATOR</u>	<u>DATE OF AWARD/AGREEMENT</u>	<u>EFFECTIVE DATE</u>
18c	Side Letter of Agreement	9/13/90	10/1/90
19	DiLauro	6/15/92	7/1/92
19a	Letter of Agreement	1/26/93	7/1/92
19A	By Agreement	11/24/92	7/1/94
19b	Letter of Agreement	6/16/93	8/15/93
19c	Letter of Agreement	6/23/93	6/23/93
19d	Letter of Agreement	1/11/94	1/1/94
20	Schwartz	7/11/95	7/1/95
20a	Side Letter of Agreement	5/16/96	5/16/96
20b	Side Letter of Agreement	6/12/96	6/12/96
20c	Side Letter of Agreement	5/5/97	5/5/97
20d	Side Letter of Agreement	5/28/97	6/28/97
20e	Side Letter of Agreement	11/5/97	11/5/97
20f	Side Letter of Agreement	12/11/97	12/11/97
20g	Side Letter of Agreement	1/6/98	1/6/98
20h	Side Letter of Agreement	1/26/98	1/26/98
20A	Schwartz	8/29/97	12/29/97
21	By Agreement	10/7/97	7/1/98
22	By Agreement	1/7/00	7/1/00
22A	Side Letter of Agreement	8/31/00	7/1/00
23	Colflesh	12/22/04	7/1/04
24	Skonier	12/24/08	7/1/08
25	Side Letter of Agreement	3/25/11	3/25/11
26	Talarico	06/27/13	7/1/12

<u>NO.</u>	<u>ARBITRATOR</u>	<u>DATE OF AWARD/AGREEMENT</u>	<u>EFFECTIVE DATE</u>
27	Side Letter of Agreement	11/26/14	7/1/14
28	By Agreement	10/10/17	7/1/17
29	By Agreement	06/25/2020	7/1/2020

**INDEX OF REFERENCES TO ARBITRATION
AWARDS AND AGREEMENTS**

Recognition.....10A
Prior Arbitration Awards
& Agreements
Section 1.....3,4,6,7,11,12
Section 2.....9,12
Distribution of Booklet.....4,10A,12
Salaries
Section 1.....23,28,29
Section 2.....23,28
Section 3.....23,28
Section 4.....23,28
Section 5.....17,18a,28
Section 6.....1,2,3,4,6,8,15,16,18,19,20, 24
Section 7.....5a,10A, 26
Section 8.....11,14a,22A
Section 9.....1,10A,20f,22A
Section 10.....23, 26
Section 11.....24
Union Security & Assessments
Section 1.....2,8,9,13,17b
Section 2.....17b
Section 3.....17b
Section 4.....10
Scheduling
Section 1.....9,17b
Section 2.....9,13,20,22A
Section 3.....9,11,20, 26
Section 4.....8,20
Section 5.....4
Section 6.....17,23
Section 7.....17,22A
Section 8.....23
Overtime
Section 1.....1,10A
Section 2.....4
Section 3.....5,10A
Shift Differential
Section 1.....5,5a,6,15,23
Section 2.....5a
Section 3.....23, 24
Call Time.....3,10A,19,19a,20, 26

Alert Time	
Section 1.....	2,10A
Section 2.....	1,10A
Holidays	
Section 1.....	3,10A,11,12,13, 26
Section 2.....	3
Section 3.....	3
Section 4.....	4,9,10,10A,14b,20
Personal Days	
Section 1.....	4,9,10A,12,13,16,18,19,19a,20,20b,22A, 26,28
Section 2.....	10A,20,23
Section 3.....	20b
Vacations	
Section 1.....	2,4,10A,12b,16,18,19, 19a, 20,22A
Section 2.....	1,7,10A,12,12b,19,19a,20,22A
Section 3.....	9,10A
Section 4.....	8,10A
Section 5.....	4,8,10A,20
Section 6.....	8
Section 7.....	12
Section 8.....	20b
Sick Leave	
Section 1.....	1,10A,12b,20
Section 2.....	1,9,10,12,12b,13,14,15,16,17,19,20
Section 3.....	4,10A, 24
Section 4.....	8,13, 24
Section 5.....	6,9,10,12,12a,13,14,15,16,17,20
Section 6.....	17
Section 7.....	18b
Section 8.....	20b
Medical Leave Extension	
Section 1.....	7,8,10A,19d,20f,20g,23
Section 2.....	12,19d,23
Section 3.....	7,8,10A,19d,20g
Section 4.....	20f
Life Insurance.....	1,2,10A,23
Survivor Benefits - PSTA Scholarship Fund	
Section 1.....	8,13,19,19c,22A,23
Section 2.....	17,18a, 19c, 25
Disability Benefits	
Section 1.....	2,10A,22A
Section 2.....	7,22A
Hospital & Medical Insurance...	1,2,3,7,10,11,12,13,16,17, 24, 26,28
Prescription Drug Plan.....	5a,5b,10,22A,23,24,26,28

Vision Care Plan.....	7,10,11,12,17,19,22A,28
Dental Care Plan.....	4,5,10,13,22A, 24,28
Doctor Office Visit Plan/ Health Reimbursement Arrangement.....	13,22A,23,24,26,28
Emergency Counseling Plan	
Section 1.....	10,12,17a,18,19
Section 2.....	10,17a,18,19,20,20a
Retirement.....	3,4,8,9,10A,12,17,20,20h,22A,23
Discipline	
Section 1.....	19b
Section 2.....	19b,23,28
Section 3.....	19b,20e,28
Section 4.....	19b
Section 5.....	19b,20,23
Section 6.....	19b,20
Section 7.....	19b,20,23, 26,28
Section 8.....	19b,20
Section 9.....	19b,20,23
Section 10.....	19b,28
Section 11.....	19b
Section 12.....	23,29
Legal Counsel	
Section 1.....	5,7, 24
Section 2.....	7,10A,13, 24
Section 3.....	7
Section 4.....	24
Grievance Procedure	
Section 1.....	19b,23
Section 2.....	19b,20,28
Section 3.....	19b,22A,28
Sections 4-7.....	19b,28
Section 8.....	23
Section 9.....	23
Section 10.....	23
Section 11.....	19b
Section 12.....	23
Sections 13-16.....	19b
Section 17.....	23,28
Administrative Leave	
Section 1.....	4,10,10A
Section 2.....	9,20, 24
Section 3.....	5a,8
Section 4.....	4,8
Union Business.....	10, 24

Personnel Files.....	6
Clothing Maintenance.....	4,6,8,10,11,12,18, 24
Outside Employment	
Section 1.....	2,4
Section 2.....	5,11
Reduction in Force	
Section 1.....	8
Section 2.....	8,10A
Member Treatment	
Section 1.....	18c
Section 2.....	18c
Temporary Assignment.....	9,10A
Specialized Positions and Training	
Sections 1-3.....	17,18a,20A, 26, 27,28
Section 4.....	23, 26, 27
Sections 5-8.....	17,18a,20A, 26, 27
Section 9.....	20A,20f, 26, 27,28
Section 10.....	20A, 26, 27
Section 11.....	20f
Section 12.....	23
Transfers	
Section 1.....	9,11,18,20
Section 2.....	9
Section 3.....	9,18, 26, 27
Badge, Retirement ID, Honorable Discharge Upon Retirement....	10,12,19,22A, 24, 26
Car Utilization Study.....	11,12
Health Care Cost Containment Committee.....	15,16,18a,28
Special Committee - Promotion System.....	16,18a
Side Letters.....	10A,11,13
Physical Fitness Committee	
Sections 1-7.....	17
Section 8.....	23
Family Care Leave	
Section 1-3.....	19d
Section 4.....	20f
Section 5.....	20b
Limited Duty.....	26
Section 1.....	26
Section 2.....	26

Political Action Committee Deductions
Sections 1-4.....20c, 24
Leave Donation Program.....23, 24, 25, 26
Civilianization.....24
Tobacco Use.....24
Health Care Shop Around...24
Term of Award and Agreement...23,28,29