

AGREEMENT

BETWEEN THE

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA GAME COMMISSION

AND THE

FRATERNAL ORDER OF POLICE, PENNSYLVANIA  
CONSERVATION POLICE OFFICERS LODGE NO. 114

FOR THE

PENNSYLVANIA GAME COMMISSION ACT 111 UNIT

July 1, 2020 to June 30, 2021

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## PREAMBLE

This Agreement entered into by the Fraternal Order of Police, Conservation Police Officers Lodge No. 114, hereinafter referred to as the Union or FOP, and the Commonwealth of Pennsylvania, Pennsylvania Game Commission, hereinafter referred to as the Employer, has as its purpose the promotion of harmonious relations between the Union and the Employer, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE 1 RECOGNITION

Section 1. Pursuant to Act 111 of 1968, the Fraternal Order of Police, Conservation Police Officers Lodge No. 114, is recognized as the exclusive representative for collective bargaining purposes for persons within the classifications included under the certifications of the Pennsylvania Labor Relations Board specifically referred to as PF-R-92-122-E and PF-U-97-35-E.

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

## ARTICLE 2 MANAGEMENT RIGHTS

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

Matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

Section 2. The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

## ARTICLE 3 UNION SECURITY

Section 1. Each officer who, on the effective date of this Agreement, is a member of the Union, and each officer who becomes a member after that date shall maintain membership in the

Union, provided that such officer may resign from the Union, in accordance with the following procedure:

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

Section 2. The Employer shall furnish each new officer with a copy of this Agreement together with an authorization for dues payroll deduction, provided the Union has furnished the Employer with sufficient copies of the Agreement containing the authorization for dues deduction.

Section 3. The Employer will permit a Union representative to address Wildlife Conservation Officer Cadets near the end of their training period. The session shall not exceed one class period and may be monitored by the Employer. The Union representative may be granted up to one day of administrative leave for this purpose. It is understood that the Union representative will not utilize a Commonwealth vehicle nor their Game Commission uniform for this session.

#### ARTICLE 4 DUES DEDUCTION

Section 1. The Employer shall deduct the Union biweekly membership dues and an annual assessment, if any, from the pay of those officers who individually request in writing that such deductions be made. The rate at which dues are to be deducted and the amount of the annual assessment shall be certified to the Employer by the Union, and the Employer shall deduct Union dues at this rate from officers' regular biweekly salary and wages (including retroactive salary/wage payments and lump sum payments made pursuant to Article 16 Salaries and Wages). The aggregate deductions of all officers shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. This authorization shall be irrevocable by the officer during the term of this Agreement. When revoked by the officer in accordance with Article 3, the Commission shall halt the check-off of dues effective the first full pay period following the expiration of this Agreement.

Section 2. The officer's written authorization for dues payroll deductions shall contain the officer's name, social security number, work location (county, district, bureau, etc.), and Union name.

Section 3. Where an officer has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Employer shall, in the manner outlined in Sections 1 and 2 above, deduct the Union membership dues that are due and owing for the period for which the officer receives back pay.

Section 4. The dues deduction provisions of this Article shall continue to pertain and be complied with by the Employer with regard to those officers who are promoted or transferred from one position to another position covered by this Agreement. Dues deductions will be resumed for officers upon their return from leave of absence without pay or recall from furlough.

Section 5. The Employer shall provide the Union, on a quarterly basis, a list of all officers in the bargaining unit represented by the Union. This list shall contain the officer's name, social security number, address, class code, work location and whether the officer is a member or non-member.

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

## ARTICLE 5 CREDIT UNION

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

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

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

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

## ARTICLE 6 HOURS OF WORK

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

Effective 30 calendar days after the date this agreement is signed, management shall not assign Game Land Management Group Supervisors and Game Wildlife Conservation Officer Supervisors to work more than two (2) consecutive weekends in a row except during the months of October, November, and December. During those three months, Game Land Management Group Supervisors and Game Wildlife Conservation Officer Supervisors shall not be assigned more than three (3) consecutive weekends in a row. Management shall not assign weekend workdays in an arbitrary or capricious manner. This will not apply to the officer assigned to the Game Land Management Group Supervisor position at Pymatuning Waterfowl Management Area.

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

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

Effective 30 calendar days from the date this agreement is signed, management shall have the right to schedule officers up to a ten (10) hour shift, within a day, up to ten (10) times per year, for high volume workload periods.

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

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

When an officer is assigned to work one or more ten (10) hour work days in a work week in accordance with Article 6, Section 3 above, the officer will have the discretion to schedule the remaining hours needed to complete a forty (40) hour work week, subject to Section 3 above.

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

- a. Officer-initiated changes - Supervisor may approve or disapprove the requested change and the officer shall work accordingly.
- b. Supervisor-initiated changes - Supervisor-initiated assignments are those assignments directed by a supervisor. Officers will complete these assignments in addition to their pre-approved schedule.

- c. In case of emergency, officers shall work as directed by their supervisor and shall subsequently adjust their schedule so as not to exceed the number of scheduled hours in the pre-approved workweek.

ARTICLE 7  
HOLIDAYS

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

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

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

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

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

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



succeeding the holiday, the officer shall be compensated at the officer's regular rate of pay in lieu of such paid time off.

The following two holidays will be excluded from receiving premium pay under Section 2 of this Article; Martin Luther King Jr.'s Birthday and Veteran's Day. If an officer works on Martin Luther King Jr.'s Birthday and/or Veteran's Day, the officer shall be compensated at the officer's regular hourly rate of pay for up to 8 hours of work on said holiday.

Section 3. Local management and the Union may meet and agree to buy out compensatory time, earned as a result of working on a holiday at the straight time rate prior to the expiration of the 120 day scheduling period. All agreements reached at the local level must be reviewed and approved by the Commission and the FOP. If no agreement is reached or no approvals received, compensatory time will be scheduled in accordance with paragraph 2 Section 2 above.

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

Effective as soon as practically possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All officers who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the officer's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the officer in cash. Amounts in excess of the maximum allowable amount will be paid to the officer in cash.

Section 5. Whenever the Employer declares a special holiday or part holiday for all officers under the Employer's jurisdiction, all permanent officers who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the officer's normal work shift if a full holiday is declared, or up to a pro rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the officers their regular hourly rate of pay in lieu of such equivalent time off with pay.

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

Section 7. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

ARTICLE 8  
LEAVE DONATION PROGRAM

Section 1. The Commonwealth will implement and administer a Leave Donation Program. Permanent employees may donate annual leave to a designated permanent employee in the employee's agency who has used all accrued paid leave and anticipated annual leave for the current leave calendar year. The leave is to be used for the recipient's own catastrophic or severe injury or illness, the catastrophic or severe injury or illness of a family member, or for absences related to an organ donation by the recipient. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Article 11, Section 6.

Section 2. Recipients

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

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

c. An organ donation, catastrophic illness or injury that poses a direct threat to life or to the vital function of major bodily systems or organs, and would cause the employee to take leave without pay or terminate employment, must be documented on a Family and Medical Leave Act Serious Health Condition Certification form. Donated leave may not be used for work-related injuries or illnesses, minor illnesses, injuries, or impairments, sporadic, short-term recurrences of chronic, non-life threatening conditions, short-term absences due to contagious diseases, or short-term recurring medical or therapeutic treatments, except for conditions such as those listed above.

d. An organ donation, severe illness or injury must also be documented on a Medical Condition Certification to Receive Leave Donations Form.

e. Organ donation is defined as a living donor giving an organ (kidney) or part of an organ (liver, lung, intestine) to be transplanted into another person.

f. The absence due to an organ donation, catastrophic or severe illness or injury of the employee or a family member must be for more than 20 workdays in the current leave calendar year. The 20-workday absence may be accumulated on an intermittent basis if properly documented as related to the same organ donation, catastrophic or severe illness or injury. Annual, sick (for employee's own serious health condition), sick family (for the serious health condition of a family member), holiday, compensatory, or unpaid leave may be used during the accumulation period. A separate accumulation period must be met for each organ donation, 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.

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

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

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

h. Up to 12 weeks of donated leave per leave calendar year may be received for all conditions of the employee and family members cumulatively, but donations may not be received in more than two consecutive leave calendar years. Donated leave is added to the recipient's sick leave balance on a biweekly basis. Recipients do not repay the donor for donated leave. Leave usage is monitored closely to ensure that donated leave is used only for absences related to the organ donation or catastrophic or severe illness or injury.

i. The recipient's entitlement to leave under the Family and Medical Leave Act will be reduced by donated leave that is used. Entitlements to sick leave without pay (for an employee's own illness) or family care leave without pay (for a family member's illness) will also be reduced.

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

k. An employee is not eligible to receive donations of leave if, during the previous six months, the employee has been placed on a written leave restriction, or has received a written reprimand or suspension related to attendance.

l. Donated leave that remains unused once the employee is released by the physician for full-time work, when the family member's condition no longer requires the employee's absence, or at the end of the leave calendar year, must be returned to the donors in inverse order of donation. However, if at the end of the year, the absence is expected to continue beyond the greater of 20 workdays or the amount of annual and sick leave that could be earned and used in the following leave calendar year, donated leave may be carried into the next year.

### Section 3. Donors

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

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

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

d. Unused donations are returned to the donor if: the recipient or family member recovers, dies, or separates before the donor's leave is used; or if the recipient does not use the leave by the end of the leave calendar year, and is expected to either return to work within 20 workdays or to have sufficient anticipated leave available in the new year to cover the absence. In accordance with Section 1 above, an employee whose family member dies and who does not have accrued or anticipated sick leave available, may use donated leave as bereavement leave, subject to the limitations in Article 11, Section 6.

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

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

## ARTICLE 9 LEAVES OF ABSENCE

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

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

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

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

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

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

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

ARTICLE 10  
VACATIONS

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

**Leave Service Credit  
(Includes all periods of  
Commonwealth Service)**

**Maximum Annual Leave  
Entitlement Per Year**

Up to 3 Years:

Annual Leave will be  
Earned at the rate of  
4.62% of all Regular  
Hours Paid

40 Hr. Workweek: 96 Hrs. (12 days)

Over 3 Years to 15 Years Inclusive:

Annual Leave will be  
Earned at the rate of  
7.70% of all Regular  
Hours Paid

40 Hr. Workweek: 160 Hrs. (20 days)

Over 15 Years:

Annual Leave will be  
Earned at the rate of  
9.62% of all Regular  
Hours Paid

40 Hr. Workweek: 200 Hrs. (25 days)

b. Officers hired before July 1, 2013 with over 25 years of Commonwealth service are eligible to earn annual leave in accordance with the following schedule.

Over 25 Years:

Annual Leave will be

Earned at the rate of

11.93% of all Regular

Hours Paid

40 Hr. Workweek: 248 Hrs. (31 days)

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

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

e. Officers may be eligible for up to one additional annual leave day to be earned at the beginning of the next leave calendar year provided the requirements of Article 11, Section 11.b. are met. An additional annual day earned by an employee under the provisions of Article 11, Section 11.a. based on no sick leave usage during the current leave calendar year will be converted to an additional annual leave day at the beginning of the subsequent leave calendar year and thereafter be available for use in accordance this Article.

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

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

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

b. Requests for up to four days per year of emergency annual leave shall not be unreasonably denied with the understanding that an officer may be required to substantiate the emergency nature of the request and that further, it may be necessary, in order to accommodate the emergency, to reschedule requests of other officers for holiday, compensatory and/or annual leave

not scheduled during the selection period.

c. Requests for a full day (8 hours) of unscheduled, extraordinary annual leave will be reviewed for approval. Officers will not be required to substantiate the need for the extraordinary absence; however, absence requests may be denied if such absence would create significant or serious operational impacts. Unscheduled, extraordinary annual leave is limited to two days per calendar year (16.0 hours), and the first two days of such unscheduled absences will be recorded as extraordinary annual leave and be deducted from the four days of emergency annual leave permitted in Subsection b. above.

An officer may request and receive approval for extraordinary annual leave for a workday other than an 8 hours shift. In such instance, the entire shift shall be considered as extraordinary annual leave as long as the officer has a sufficient number of hours in his/her 16.0 hour allotment to cover the absence. Use of extraordinary annual leave on workdays for which there is an insufficient number of hours in the allotment to cover the full alternate work schedule shift will be limited to the available number of such hours.

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

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

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

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

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

Section 8. Officers separated from the service of the Employer for any reason prior to taking their vacation, shall be compensated in a lump sum for the unused vacation they have accumulated up to the time of separation.

Effective as soon as practically possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All officers who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the officer's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the officer in cash. Amounts in excess of the maximum allowable amount will be paid to the officer in cash.

Section 9. Unused annual leave shall be carried over from one calendar year to the next provided that in no case shall the amount thus carried over exceed 45 days (360 hours).

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

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

Section 12. Permanent officers who have one or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the officer has been abusing the leave privilege. Permanent officers with less than one year of service since their last date of hire may not anticipate annual leave. Permanent officers with less than one year of service may, at the Employer's discretion, anticipate up to one day (8.0 hours) of annual leave before it is earned. An officer who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for leave used but not earned.

Section 13. An officer who is furloughed and is not employed in another position within 14 calendar days of the effective date of furlough will receive a lump sum payment for all earned, unused annual leave unless the officer requests in writing before the end of the 14 calendar days to freeze all earned, unused annual leave.

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

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



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

ARTICLE 11  
SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. Officers shall be eligible to use paid sick leave after 30 calendar days of service with the Employer. Officers shall earn sick leave as of their date of hire in accordance with the following schedule:

Maximum Sick Leave Entitlement Per Year:

Sick Leave will be  
earned at the rate of                      40 Hr. Workweek: 88 Hrs. (11 days)  
4.24% of all Regular  
Hours Paid

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

Section 2. Officers may accumulate sick leave up to a maximum of 300 days (2400 hours).

Section 3. A doctor's certificate is required for an absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where the Employer has reason to believe that the officer has been abusing the sick leave privilege. The total circumstances of an officer's use of sick leave rather than a numerical formula shall be the basis upon which the Employer's final determination is made that the officer is abusing sick leave. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

Section 4. Where sickness in the immediate family requires the officer's absence from work, officers may use not more than five days of such sick leave entitlement in each calendar year for that purpose. Immediate family is defined as the following persons: husband, wife, child, step-child, foster child, parent, brother, sister, grandchild, or step-parent of the officer. The Employer may require proof of such family sickness in accordance with Section 3 above.

Section 5. Where a family member's serious health condition requires the officer's absence from work beyond 20 days (160 hours as applicable) in a calendar year, permanent officers with at least one year of service may use accrued sick leave, in addition to that provided by Section 4 above.

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

**Leave Service Credit**

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

**Sick Family Allowance**

Up to 56 additional hours (7 days)  
Up to 120 additional hours (15 days)  
Up to 160 additional hours (20 days)  
Up to 208 additional hours (26 days)

b. During the initial 20 days (160 hours) of absence, paid annual and/or unpaid leave shall be used and may include leave provided under Section 4 above. The additional sick family leave allowance must be used prospectively, and may not be retroactively charged for any of the initial 20 days (160 hours). A separate 20 day (160 hour) requirement must be met for each different serious health condition and/or family member and for each calendar year, even if not all of the additional days were used during the previous calendar year.

c. The initial 20 days (160 hours) of absence may be accumulated and the additional leave may be used on an intermittent basis.

d. Proof of the family member’s serious health condition as defined by the Family and Medical Leave Act must be provided on the Commonwealth’s Serious Health Condition Certification form. Proof may be required for each absence during the 20 day (160 hour) period and subsequent additional sick family leave period.

e. Family member for the purposes of this Section is defined as the following persons: husband, wife, child, step-child, or parent of the officer or any other person qualifying as a dependent under IRS eligibility criteria.

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

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

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

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

a. Superannuation retirement with at least five years of credited service in the State

and/or Public School Retirement Systems,

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

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

Effective as soon as practically possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All officers who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the officer's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the officer in cash. Amounts in excess of the maximum allowable amount will be paid to the officer in cash.

Section 8. If an officer dies as the result of a work-related accident, the Commonwealth will pay 100% of the officer's unused sick leave unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case the Commonwealth will pay 30% of the officer's unused sick leave to 90 days. Such payments shall not be made for part days of accumulated sick leave.

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

Section 10. Permanent officers who have one or more years of service since their last date of hire may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the officer has been abusing the leave privilege. Permanent officers with less than one year of service since their last date of hire may not anticipate sick leave.

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

Section 11. a. Officers who have more than one year of service since their most recent date of hire and who use no sick leave in the first half (first 13 pay periods of the leave calendar year) shall earn one-half day (4.0 hours) of annual leave in addition to those earned under Article 10, Sections 1.c. and 1.d. Officers who have more than one year of service since their most

recent date of hire and use no sick leave in the second half (last 13 pay periods or 14 pay periods depending on the number of pay periods in the leave calendar year) of a leave calendar year shall earn one-half day (4.0 hours) of annual leave in addition to those earned under Article 10, Sections 1.c. and 1.d. Leave earned will be available for use in the pay period following the pay period in which it was earned.

b. Sick bereavement leave used will not be counted; however, all other types of paid sick leave; unpaid sick leave used under Article 14; and paid and unpaid leave used for work-related injuries shall count as sick leave for this section. However, if an officer is off on leave related to a work-related injury for the entire leave calendar year, they will not be eligible for the additional annual leave day.

Section 12. For the purpose of this Article, the calendar year shall be defined as beginning with the officer's first full pay period commencing on or after January 1 and continuing through the end of the officer's pay period that includes December 31.

## ARTICLE 12 CIVIL LEAVE

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

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

or

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

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

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

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

Permanent officers who are subpoenaed as witnesses before the State Civil Service Commission or the Pennsylvania Human Relations Commission shall be granted leave with pay while attending such hearings. Evidence of such duty in the form of a subpoena or other written

notification shall be presented to the officer's immediate supervisor as far in advance as practicable.

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

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

Volunteer participation in fire fighting activities, emergency medical technician activities, civil air patrol activities, emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the agency head. Officers absent from work for reasons under this Section shall be required to obtain a written statement from the fire company, forest unit, emergency management agency, or other organization with which they served, certifying as to their activities during the period of absence.

### ARTICLE 13 MILITARY LEAVE

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

Section 1. Military Reserve

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

Section 2. Pennsylvania National Guard

- a. In accordance with the Military Code as amended by Act 92 of 1975 and Act 174 of 1990, all permanent officers of the Commonwealth who are members of the Pennsylvania National Guard shall be entitled to military leave with compensation for all types of training duty (active and inactive) or other military duty ordered or authorized by the Armed Forces of the United States. Such duty shall include but is not limited to:
  - (1) Annual active duty for training
  - (2) Attendance at service schools
  - (3) Basic training
  - (4) Short tours of active duty for special projects
  - (5) Attendance at military conferences and participation in any command post exercise or maneuver which is separate from annual active duty for training or inactive duty training.
  - (6) Other military duty.
- b. For military training duty or other military duty as provided for in Subsection a. of this Section, the maximum military leave with compensation is 15 working days per calendar year.
- c. Military leaves with compensation shall also be granted to members of the Pennsylvania National Guard on all working days during which, as members of the Pennsylvania National Guard, they shall be engaged in the active service of the Commonwealth as ordered by the Governor when an emergency in the Commonwealth occurs or is threatened, or when tumult, riot or disaster shall exist or is imminent.
- d. The rate of compensation for a military leave day shall be the officer's regular rate of compensation for the officer's regular classification.

Section 3. General

a. Officers of the Commonwealth who leave their jobs for the performance of duty, voluntarily or involuntarily, in any branch of the Armed Forces of the United States, any of its Reserve components or any of its National Guard components, or the commissioned corps of the Public Health Service for the purpose of training or service must be granted military leave without pay. The provisions of Section 3 through Section 6 are consistent with Chapter 43, Part III, of Title 38 United States Code and Military Code, 51 Pa. C.S. §7301 et seq.

b. Officers who are on military leave without pay shall have their duties performed either by remaining officers and their positions kept vacant or by temporary substitutes.

Section 4. Granting, Duration and Expiration

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

- (1) For all active duty (including full-time National Guard duty).
- (2) For initial active duty for training.
- (3) For other active or inactive military training duty. Officers who volunteer for additional duty not required as part of routine training shall provide four weeks' notice if possible to their immediate supervisor prior to the commencement of such duty.

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

c. Military leave without pay shall expire:

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

Section 5. Re-employment

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

- (a) The officer is capable of performing the essential functions of the position.
- (b) For temporary officers, the temporary position has not yet expired.

- (c) For periods of service delineated in Section 4.c.(1) and (4), written application for reemployment is provided to the agency head.

Section 6. Seniority Rights

An officer who returns to employment at the time of or prior to the expiration of military leave shall be given such status in employment as would have been enjoyed if employment had been continuous from the time of entrance into the Armed Forces.

Section 7. Retirement Rights

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

Section 8. Loss of Benefits

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

Section 9. Physical Examination

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

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

ARTICLE 14  
LEAVES OF ABSENCE WITHOUT PAY

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

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



the Union and the Employer.

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

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

1. State FOP Bi-Annual Conference;
2. National FOP Conferences;
3. FOP Lodge 114 Executive Board Meetings;
4. North American Wildlife Officers' Association Conference;
5. State FOP Lodge Secretary and Treasurer Training;
6. State FOP Lodge Training Seminars; and
7. State FOP Lodge Contract and Arbitration Training

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

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

Section 5. Upon the expiration of any approved leave of absence without pay, except as provided in Article 15, Section 3 and in Article 22, Section 6, the officer is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Article 25, Seniority.

## ARTICLE 15 FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

Section 1. General

a. After completing one year of service, an officer shall be granted up to 12 weeks of FMLA leave with benefits, on a rolling twelve month year basis, provided the officer has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. Leave under this Section may be approved on an intermittent, reduced-time, or full-time basis. A permanent part-time officer shall be granted the 12 week entitlement provided by this Subsection if the officer has at least 900 hours of actual work time within the twelve months preceding the commencement of the leave; the entitlement will be pro-rated based on the officer's

percentage of full-time regular hours worked.

b. FMLA leave shall be granted for the following reasons:

- (1) when the illness or disability is due to an officer's serious health condition;
- (2) when attending to the medical needs of a spouse, domestic partner, parent, son or daughter or other person qualifying as a dependent who has a serious health condition;
- (3) when becoming parents through childbirth or formal adoption or placement of a child with an employee for foster care;
- (4) when a qualifying exigency event related to a family member who is a military servicemember occurs; or,
- (5) when an officer attends to the serious injury or illness of a covered servicemember or veteran who is a family member.

Effective with the beginning of the 2022 leave calendar year, FMLA leave may not be used for the medical needs of a domestic partner.

If the leave is for a military caregiver under (5) above, 26 weeks of leave within a single 12 month period is provided and other FMLA leave used does not reduce this entitlement. For FMLA leave due to reasons (1), (2), (3), or (4) above, one aggregate 12 week entitlement is provided.

c. Upon request of a permanent officer, an extension of up to an additional nine months of leave without pay shall be granted for the following reasons:

- (1) officer sickness upon receipt of proof of continuing illness or disability;
- (2) family care reasons upon receipt of proof of continuing illness or disability of the family member and need to care for the family member;
- (3) parental reasons.

The extension shall be with benefits for the first 13 weeks (91 calendar days) and shall be without benefits for the remainder of the extension. Such extensions shall be contiguous to the termination of the 12 week entitlement. It shall not be used on an intermittent or reduced-time basis, except as provided under Section 1.f.

d. Upon request, up to 13 weeks (91 calendar days) of leave without pay with benefits may be granted to a permanent officer with less than one year of employment, provided the absence is at least two consecutive weeks in duration; however, only one occasion within a twelve month rolling year may be approved.

e. This Article shall not apply to a compensable work-related injury. For non-compensable workers' compensation claims, Subsection 1.a. of this Article applies. When the

officer does not meet eligibility requirements for leave under Subsection 1.a. of this Article, up to 13 weeks (91 calendar days) of leave without pay with benefits may be granted.

f. Intermittent or reduced-time FMLA leave may be approved for absences after the 12 week entitlement when due to a catastrophic illness or injury of a permanent officer that poses a direct threat to life or to the vital function of major bodily systems or organs, and would cause the officer to take leave without pay or terminate employment. All accrued and anticipated leave must be used before granting leave without pay under this Subsection. Such leave without pay used will run concurrently with and reduce the entitlement.

## Section 2. Granting Leave

a. An officer shall submit written notification to their immediate supervisor stating the anticipated duration of the leave at least two weeks in advance if circumstances permit, in accordance with the following:

- (1) For an officer with a serious health condition, proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return is required.
- (2) For an officer caring for family members, documentation supporting the need for care is required.
- (3) For an officer who becomes a parent, documentation is required and FMLA leave shall begin whenever the officer requests on or after the birth, adoption or foster care placement; however, it may be used prior to the date of custody or placement when required for adoption or placement to proceed, and no FMLA leave shall be granted beyond one year from the date of birth, of assuming custody of an adopted child or of placement of a foster child.

b. In no case shall an officer be required to commence FMLA leave sooner than he/she requests unless the employee can no longer satisfactorily perform the duties of their position.

## Section 3. Re-employment

a. A permanent officer shall have the right to return to the same position in the same classification, or to an equivalent position with regard to pay and skill, as the position he/she held before going on leave as described in Section 1.a. and the first 14 weeks of leave as described under Section 1.c.

b. Upon the expiration of the re-employment rights under Subsection a. or Subsection c., and upon written request to return to work, a permanent officer shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the officer shall be offered, during the remainder of the extension period, any position in the same classification, in a

lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the officer refuses an offer of a position in the same classification, the officer's rights under this Section shall terminate. If the officer accepts a position in a lower classification or a position previously held, the officer will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the entitlement in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

In those instances in which a seniority unit includes several work sites, it is understood that an officer's right to reemployment as set forth in this section will be to a position at the work site in which the officer was assigned to work prior to the FMLA leave for absences under Section 10.a., provided that a position in the officer's classification continues to exist at the work site and further provided that the officer is not subject to a transfer or furlough as provided for in Article 29.

c. Officers who use 26 weeks or more of paid leave (12 weeks of leave under Section 1.a. and the first 14 weeks of leave under Section 1.c.) and who return to work before or upon the exhaustion of the paid leave will have the same return rights as described in Subsection a. Return rights after paid leave is exhausted, if the absence is more than 26 weeks (12 weeks of leave under Section 1.a. and the first 14 weeks of leave under Section 1.c.) are in accordance with Subsection b.

#### Section 4. Seniority Rights

Upon return from FMLA leave, a permanent officer shall retain all seniority and pension rights that had accrued up to the time of leave. Seniority shall continue to accrue during FMLA leave under Section 1.a., and during the extension period under Section 1.c.

#### Section 5. Annual, Sick, Compensatory and Holiday Leave

a. An officer using FMLA leave for military exigencies or military caregiving, must use all applicable, accrued paid leave types upon commencement of FMLA leave. For all other FMLA leave, an officer shall be required to use all applicable accrued paid sick leave (sick family or additional sick family for family care reasons) as certified by a health care provider upon commencement of FMLA leave, except as provided in Subsection b. below. An officer shall not be required to use annual, compensatory or holiday leave upon the commencement of FMLA leave, except as provided for in Subsection 1.f. of this Article. If any paid leave is used, it will run concurrently with and reduce the entitlements under Sections 1.a. and 1.c. of this Article. Unused leave shall be carried over until return. An officer shall not earn annual and sick leave while on leave without pay. Holidays will be earned based on Article 7, Holidays.

b. An officer may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used during the 12 week entitlement as certified by a physician; such sick leave used will run concurrently with and reduce the entitlement. Days saved and requested for intermittent or

reduced-time absences for periods less than two consecutive weeks after the first 12 week entitlement will be reviewed for approval under the provisions of Article 11; such use will not be counted against the FMLA entitlement.

c. An officer who has accrued more than 12 weeks of paid leave is not limited to 12 weeks of FMLA leave. Leave in excess of 12 weeks will run concurrently with and reduce the entitlement under Section 1.c. of this Article.

#### Section 6. Benefits

a. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 20 and 21 will continue during FMLA leave under Section 1.a. and for the benefit-eligible period of leave under Section 1.c. of this Article.

b. The continuation of benefits under this Article is subject to the officer's payment of any required employee contribution under Article 21, Section 3.

#### Section 7. Definitions

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

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

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

Effective with the beginning of the 2022 leave calendar year, the definition of a son or daughter shall not include a biological or adopted child of the employee's domestic partner.

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

#### Section 8. Guidelines

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

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

c. Should the Patient Protection and Affordable Care Act of 2010, 42 USC § 18001 *et seq.*, or its regulations be modified or interpreted to not provide an additional 91 calendar days of benefits as described in Section 1 of this Article, it is agreed that the health and life insurance entitlements outlined in this Article will not be diminished.

## ARTICLE 16 SALARIES AND WAGES

Section 1. Effective July 1, 2020, each officer covered by this Agreement shall receive a general pay increase of two and one-half percent (2.5%). This increase is reflective in the Pay Schedules in Appendix A.

Section 2. Promotion, transfer, and demotion actions between classes represented in this unit shall result in the officer moving to the same pay step in the applicable pay range of the new classification.

Section 3. A permanent salaried officer whose salary exceeds the maximum of the officer's applicable pay range when the general pay increases outlined in Section 1 is effective shall receive the annual amount of the general pay increase in the form of a one-time cash payment rounded to the nearest dollar. The cash payment shall be paid no later than the next payday after the general pay increase is reflected in the paychecks of officers who are not above the maximum.

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

Section 4. a. An employee covered by this Agreement who has been employed continuously by the Commonwealth since January 31, 2020 will be eligible to receive a one step service or longevity increment effective on the first day of the first full pay period in January 2021.

b. Notwithstanding the above language, officers (a) shall not be placed at a longevity level higher than their length of service in the bargaining unit and (b) shall not move on the longevity or step increment schedule except as stated above.

Section 5. During the term of this Agreement, officers who are at or above the maximum step of their pay range at the time they become eligible for the one step service increment or longevity level as outlined in Subsection 4.a. above, shall receive the annual amount of a two and one-quarter percent (2.25%) increase in the form of a one-time cash payment rounded to the nearest dollar.

Section 6. The cash payments provided for in this Article shall not be added to the officer's base salary. The cash payments will be subject to dues deductions where applicable.

Section 7. An officer in an inactive pay status shall, upon return to active pay status, be entitled to a one step service increments or longevity levels outlined in Section 4, or the cash payment outlined in Section 5, where applicable.

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

Section 9. If an Act 111 Interest Arbitration Panel orders a pay range revision for a classification covered by this Agreement, the policies and procedures related to such revisions contained in the Commonwealth's Personnel Rules shall apply.

Section 10. All employees will be required to sign up for direct deposit of paychecks and travel expense reimbursements.

Section 11. Each employee in the bargaining unit who is assigned to conduct formalized training sessions on the topics listed below for other bargaining unit employees shall receive an annual payment of \$200 per year per category above his/her regular rate of pay in effect at the time the assignment for conducting a training session is performed. Employees will submit a class roster for each training session to their Regional Office to document that the training was performed. The trainings for the year must be completed no later than October 15th and the rosters must be submitted to the Regional Office no later than fifteen (15) days after the completion of the training. This payment will be paid on the first pay date in December of the year the training was completed. If an employee due payment for conducting training separates from the Pennsylvania Game Commission prior to the first pay date in December, any payment due will be processed upon their separation.

Employees who conduct these formalized training sessions shall receive two hours of overtime to be banked and used at the officer's discretion, for each occasion that a training is completed. The banked overtime must be used within the calendar year in which it is earned, and no banked overtime will roll over into the next year.

The training sessions to which these provisions apply are limited to the following categories based on the unique nature of these training sessions and their specific correlation to game law enforcement and the duties of the members of the bargaining unit: Firearms training; defensive tactics training; legal update training and CPR training.

This payment shall not apply to any training provided to Cadets or Trainees or any other training.

ARTICLE 17  
OVERTIME

Section 1. For officers (Wildlife Conservation Officers, Game Land Management Group Supervisors, and Wildlife Conservation Officer Supervisors, Wildlife Conservation Officer Law Enforcement Coordinators, and Wildlife Conservation Officer Special Investigators), one and one-half of the officer's regular hourly rate of pay shall be paid for work under the following conditions:

- a. For work performed in excess of eight (8) hours in a work day when supervisor-initiated or assigned, but not when officer-initiated or scheduled or, effective 30 calendar days from the date this agreement is signed, when supervisor initiated in accordance with Article 6, Section 3 wherein, management has the right to schedule officers for up to ten (10) hours in a work shift within a day, up to ten (10) times per year for high volume workload periods.
- b. For work performed over 40 hours in a work week.
- c. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsections a. and/or b. of this Section.

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

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

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

An officer who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked, provided the officer is in an active pay status on each of the five regularly scheduled work days of the associated work week. Double time is only available when the Officer is required by the Employer to work on the specified days, not when the work is initiated by the officer.



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

Section 5. When the need for overtime occurs in a Wildlife Conservation District, the Wildlife Conservation Officer in charge of that district shall first be offered all overtime work that is considered a district function and that management wants performed within that district. Each Wildlife Conservation Officer's district shall constitute an overtime equalization unit. In the event that the officer is not available to perform the needed overtime work, the Employer shall have the right to assign such work as it deems appropriate.

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

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

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

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

Section 6. Payment for overtime is to be made the payday of the first pay period following the pay period in which the overtime is worked. For the purpose of this Section, and in the

determination of this time, pay periods will be considered as after-the-fact.

Section 7. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked. Time worked on holidays during an officer's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of this Article.

Section 8. When permanent full-time officers who normally perform a certain type of work within a seniority unit are on furlough, the Employer will not schedule other officers within the seniority unit to perform the same type of work on an overtime basis where such furloughed officers have the skill and experience to perform such work if the overtime involves full shifts and is expected to extend on a regular basis, for a period of four or more weeks.

Section 9. Effective as soon as practically possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All officers who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the officer's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the officer in cash. Amounts in excess of the maximum allowable amount will be paid to the officer in cash.

## ARTICLE 18 CALL TIME

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

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

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

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

ARTICLE 19  
STANDBY TIME

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

ARTICLE 20  
LIFE INSURANCE

Section 1. The Employer shall continue to assume the entire cost of the insurance coverage for eligible officers as set forth in the currently existing life insurance plan as modified by Section 2. The amount of insurance is based on the officer's annual pay rate in effect on the preceding January 1, rounded to the nearest \$1,000, but not to exceed \$40,000. The amount will be reduced to 65% on the date the insured individual reaches age 70 and to 50% on the date the insured individual reaches age 75.

Section 2. Permanent officers who are granted sick leave without pay or parental leave without pay will continue to receive 100% State-paid coverage under the current life insurance plan for up to twelve (12) weeks. Permanent officers who are on sick or parental leave without pay for longer than twelve (12) weeks may remain in the program for an additional nine (9) month period by paying the entire premium. Permanent officers who are granted family care leave will continue to receive 100% State-paid coverage under the current life insurance plan for up to twelve (12) weeks. Permanent officers who are granted injury leave (paid and unpaid) will continue to receive 100% State-paid coverage under the current life insurance plan for up to nine (9) months or, if only paid leave is used, beyond nine (9) months until the paid leave is exhausted.

Permanent officers who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental, family care, or injury leave for longer than one full pay period may remain in the program for up to one year by paying the entire premium.

Section 3. The Employer shall continue to provide each officer who is covered under the currently existing life insurance plan with fully paid accidental death benefits for work-related accidental deaths. The amount of coverage is \$10,000 unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

ARTICLE 21  
HEALTH BENEFITS

Section 1. Pennsylvania Employees Benefit Trust Fund

a. A jointly administered, multi-union, health and welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between the Union and the Employer.

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

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

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

c. The Employer shall contribute to the Fund the amounts indicated below on behalf of each permanent full-time employee eligible for benefits and covered by this Agreement effective on the first pay date in July for the fiscal years specified below:

July 1, 2020 – June 30, 2021	\$502.00 biweekly per employee
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d. The Fund shall maintain a reserve sufficient to pay on a cash basis the three (3) next succeeding months of projected claims and expenses. Reserve is calculated as the ending fund balance, meaning the net amount of funds on hand as of the close of any given month. Fund revenues are to be adjusted to reflect the relevant cash amounts that should have been or are to be received or collected by the Fund under the agreement. Fund expenses are to be adjusted for any expense which should have been paid for the period. At each bi-monthly meeting of the Board of Trustees, the Fund's actuary will present their financial projection to the Finance Committee including a report that will show the projected reserve level at the end of the succeeding 24 months, or through the end of the current agreement if this latter period is less than 24 months. The report will concisely state the assumptions and factors used in making these projections.

The report will be available to all trustees of the Fund. If the average amount of the projected reserve for any future quarter (e.g. July-September) is less than a three (3) month reserve as defined above, the actions below will be triggered:

1. The first day of the quarter during which the average reserve would be less than three (3) months will be considered the “target date” for additional funding;
2. At least six (6) months prior to the target date, the Fund’s actuary will review the projection and confirm that a funding adjustment is needed and the amount of such adjustment. If the need for a funding adjustment occurs in the first nine (9) months, this subparagraph shall not apply;
3. Should the Commonwealth not dispute the finding by the Fund’s actuary that an adjustment is necessary, the Commonwealth will implement the funding adjustment at least ten (10) calendar days prior to the target date.
4. If either the Chairman of the Board, Secretary of the Board, any four (4) management or any four (4) union Trustees of the Board dispute the findings of Fund’s actuary, the Chairman and the Secretary of the Board of Trustees will select a neutral actuary within five (5) business days to resolve the dispute and will forward their respective positions and any supporting documentation to the neutral actuary within five (5) business days of such selection. The neutral actuary may communicate and ask questions of the Fund’s actuary provided, however, if such communications occurs, the Finance Committee will have access to the discussions.
5. The neutral actuary shall render a decision within 30 calendar days of the receipt of said positions/documentation, which decision will be final and binding on the parties and must be implemented within ten (10) business days of its receipt by the parties.
6. The adjustment must be sufficiently large so as to restore the size of the reserve to a minimum of three months within 30 days following the target date.
7. Once the reserve exceeds the three (3) month equivalent, the contribution rate shall be reduced to the amount provided under this Section unless the parties agree that a new rate is necessary to maintain a three (3) month reserve.
8. It is understood and agreed to by the parties that the process outlined above is designed to ensure adequate funding for the PEBTF and not intended to place the financial status of the Fund in jeopardy.

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

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

g. No dispute over eligibility for benefits or over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any collective bargaining agreement, except as otherwise specifically provided within this Article.

h. It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be hereby charged with any responsibility in any manner connected with the determination of liability to any employee claiming any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Fund shall be limited to the contributions indicated under Subsections c. and d. above.

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

Section 3. The Fund shall continue to provide each permanent full-time active employee medical plan benefits, supplemental benefits, and other benefits as determined and extended by the Fund. In addition, it shall provide dependency coverage where the dependents of the employee qualify. The Fund shall continue to provide permanent part-time employees who are expected to be in active pay status at least 50% of the time every pay period medical plan benefits, supplemental benefits, and other benefits as determined and extended by the Fund. In addition, it shall provide 50% dependency coverage where the dependents of the employee qualify. Such employees shall contribute an amount determined by the Fund's Trustees toward the cost of coverage. Enrollment and continued coverage in fund benefits is further subject to the following conditions:

a. Subject to the provisions of Section 3.b., employees will contribute a percentage of their biweekly gross base salary toward the cost of coverage as provided below:

July 2020 – June 2021	2.5%
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Employee contributions shall be effective the first full pay period in July as of the period specified above. Biweekly gross base salary as used throughout this Article excludes premium or supplemental payments such as overtime, higher class pay, etc.

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

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

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

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

c. The parties agreed to an evaluation process with respect to the reserve levels of the Fund to determine if an employee contribution is necessary. Under this process, if the Fund's actuary certifies that a three (3) month reserve of projected claims and expenses has been achieved and will be maintained for at least six (6) months, the Trustees will evaluate whether employee cost sharing for employees hired before August 1, 2003, can be reduced or eliminated, provided that at no time shall any such reduction or elimination of cost sharing result in the reserve being reduced below the three (3) months of total projected claims and expenses. Should the Trustees, after evaluating the employee cost sharing, decide that contributions by employees hired before August 1, 2003 will be reduced or eliminated, the reserve will be reviewed on a six (6) month basis by the Fund's actuary. If the actuary certifies that the amount of the reserve has dropped below the three (3) month level, such contributions will resume immediately at the levels established in this Agreement, without any action on the part of the parties or the PEBTF Board of Trustees. This Subsection shall be read and administered in a manner consistent with Section 1.d. of this Article.

d. (1) For the first six (6) months of employment, the employee will be offered single coverage in the least costly medical plan offered and available in his/her area, with no supplemental benefits. The employee may opt to purchase medical coverage for the employee's qualifying dependents in the same medical plan as the employee, and/or may opt to purchase a more costly plan in the area by paying the difference in cost between the least costly and the more costly plan, in addition to the employee contribution required under Section 3.a.

(2) After completing six (6) months of employment, the employee and his/her qualifying dependents will be eligible for coverage under the Fund's supplemental benefits, and the employee will be permitted to cover his/her qualifying dependents under the least costly medical plan at no additional cost. If a more costly medical plan is selected, the employee will be required to pay the cost difference between the least costly and more costly plan, in addition to the employee contribution required under Section 3.a.

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

e. Only employees who elect to enroll for PEBTF coverage, including those who enroll only for supplemental benefits, are subject to the employee contributions in this Article.

An employee who is only enrolled as a spouse of another PEBTF covered employee is not subject to any required employee contributions.

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

Section 4. a. Permanent employees who are granted leave without pay in accordance with Article 14, Article 15, or Article 22 may continue to receive benefits as described in those articles and as determined and extended by the Fund.

b. Except as provided in c. below, permanent part-time employees and those permanent full-time employees who are placed on suspension or who are granted leave without pay for any reason other than leave without pay in accordance with the articles specified in a. above for longer than one full pay period or who are on leave longer than the applicable period specified in a. above, will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

c. Permanent full-time employees and permanent part-time employees who are eligible for benefits and who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive benefits as determined and extended by the Fund for the period they are on leave. If the leave extends beyond the regular leave period, employees will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

d. The Employer shall continue to make full contributions to the Fund for permanent full-time employees for the period of time for which they are entitled to benefits under Subsection a. or c. and 50% contributions for permanent part-time employees for the period of time for which they are entitled to benefits under Subsection a. or c.

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

Section 5. Spousal Eligibility

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

b. For employees hired before August 1, 2003: If the spouse of an employee covered by any PEBTF health plan also is eligible for coverage under another employer's



plan(s), the spouse shall be required to enroll in each such plan, provided that the plan in question does not require an employee contribution by the spouse or the spouse's employer does not offer an incentive to the spouse not to enroll. Once covered by another employer's plan, that plan will be the spouse's primary coverage, and the PEBTF plan will be secondary.

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

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

b. Employees who retire on or after July 1, 2008, and who elect REHP coverage, shall be eligible for the medical and prescription benefits in effect for active employees, provided that the Employer will modify the REHP plan of benefits from time-to-time to conform to the medical and prescription benefits in effect for the active employees. Retirees who are eligible for Medicare will participate in Medicare supplemental medical plans, and those retirees who are eligible to enroll in Medicare Part B will not receive benefits through the REHP for benefits which are provided by Medicare Part B. It is understood that the REHP plan of benefits may be amended or modified by the Employer from time-to-time.

c. Employees who retire on or after July 1, 2008, and elect REHP coverage shall be required to contribute to the cost of coverage. The annual retiree contribution rate shall be a percentage of the employee's final annual gross salary at the time of retirement from State service equal to the active employee contribution rate in effect on the date of retirement and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate.

The annual retiree contribution rate during the term of this agreement for employees who retire on or after January 1, 2013 shall be three percent (3%) of the employee's final average salary at the time of retirement, as determined by the methodology utilized by the State Employees' Retirement System to calculate pension benefits, and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate. The methodology utilized by the State Employees' Retirement System to calculate pension benefits will also be applied to determine the annual retiree contribution rate for employees who retired on or after July 1, 2008 through June 30, 2012 in those situations where said methodology results in a lower retiree contribution rate than results from the use of final gross annual salary; in situations where use of final gross annual salary yields a lower contribution rate for such former employees, it shall continue to be used. Further, the annual retiree contribution rate for all present and future Medicare eligible retirees who have a contribution rate of three percent (3%) will be reduced to one and-one-half percent (1.5%) of the appropriate base (final gross annual salary or final average salary) when a retiree becomes eligible for Medicare coverage, and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate.

d. The REHP is developed and administered in a cost effective and beneficial manner by the Fund, subject only to the prior approval of the Office of Administration and in

accordance with the terms and conditions of the REHP Participation Agreement between the Employer and the Fund.

e. The Employer shall continue to pay the cost of coverage, subject to the required retiree contribution rates, for employees who retire under (1), (2), (3), (4) or (5) below and who have elected REHP coverage:

- (1) Retirement at or after superannuation age with at least 20 years of credited service, except that
  - (a) an employee who leaves State employment prior to superannuation age and subsequently retires at or after superannuation age must have 25 years of credited service,
  - (b) an employee who is furloughed prior to superannuation age and subsequently retires at or after superannuation age during the recall period must have 20 or more years of credited service,
  - (c) an employee who leaves State employment prior to superannuation age and is subsequently rehired and then retires at or after superannuation age must have 20 or more years of credited service with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply,
  - (d) an employee who leaves State employment subsequent to superannuation age and is subsequently rehired and then retires must have 20 or more years of credited service with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.
- (2) Disability retirement, which requires at least five years of credited service, except that, if an employee had previously qualified based on an approved disability retirement, then returns and retires under a normal or early retirement, he or she must retire at or after superannuation age with 20 or more years of credited service or 25 years of credited service.

For State Employees Defined Contribution Plan participants, the disability retirement application must be approved by the Office of Administration using the

same criteria as the State Employees' Retirement System.

- (3) Other retirement with at least 25 years of credited service, except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.
- (4) For purposes of eligibility for REHP coverage under this Section, credited service earned on or after July 1, 2007, will be limited to service as a Commonwealth employee which otherwise counts as credited service under the retirement systems' rules in effect from time to time. Employees hired on or after July 1, 2007 who have earned credited service under the retirement systems' rules with another employer will not have that service counted for purposes of eligibility for REHP coverage, unless they were employed by the Commonwealth prior to July 1, 2007. If it is determined by the retirement system that a Commonwealth employee is eligible for additional credited service for military service, such credited service will be included in the determination of eligibility for REHP coverage. For State Employees Defined Contribution Plan participants, the Office of Administration will determine if a Commonwealth employee is eligible for additional credited service for military service using the same criteria as the State Employees' Retirement System. The phrase "Commonwealth employee" shall be limited to service earned through an employing agency eligible to participate in the Commonwealth's Life Insurance Program.

Section 7. When an employee dies as a result of a work-related accident, the Fund shall continue to provide medical plan benefits and supplemental benefits, as determined and extended by the Fund, to the spouse and eligible dependents of the employee until the spouse remarries or becomes eligible for coverage under another employer's health plan. Annual certification of non-coverage will be required. The medical plan benefits and supplemental benefits will be converted to the REHP at the time when the employee would have reached age 60.

Section 8. The parties will evaluate the health plans offered under the Fund, and take action as necessary, in order to ensure that a tax and/or penalty is not assessed against the Commonwealth pursuant to the Affordable Health Care Act as a result of the impact upon employees of any such plans.

ARTICLE 22  
WORK-RELATED INJURIES

Section 1. a. An officer who sustains a work-related injury, during the period of this Agreement, as the result of which the officer is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Program, shall be entitled to use accumulated sick, annual, or injury leave without pay. While using accumulated leave, the officer will be paid a supplement to workers' compensation of full pay reduced by an amount that yields a net pay, including workers' compensation and social security disability benefits, that is equal to the officer's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, social security, and retirement contributions. One full day of accumulated leave (8 hours) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of nine (9) months (274 calendar days) or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond nine (9) months (274 calendar days) until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of nine (9) months (274 calendar days) extend beyond three years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 10 may apply.

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

b. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 20 and 21 will continue for the period of time that the officer is on leave under Sections 1.a. and 10 and for the first 13 weeks (91 calendar days) after leave under Sections 1.a. and 10 expires if the officer remains disabled, provided that the officer's right of return under Section 6 has not expired.

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

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

Section 4. At the expiration of the leave under Section 1.a., if an officer continues to receive workers compensation, the officer will be placed on leave without pay in accordance with Section 6 below and will not be entitled to receive state-paid coverage for life insurance and state payments toward coverage for health benefits.

Section 5. An officer is required to refund to the Employer the amount of any overpayment. In no case shall an officer be entitled to full pay and workers' compensation and/or social security for the same period. The Employer shall recover any amount in excess of the paid supplement to workers' compensation as described in Section 1.a. Failure to apply for or report social security or other applicable disability benefits to the Employer will result in the termination of the leave under

Section 1.a.

Section 6. An officer has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the officer is fully capable of performing the duties of that position, subject to the furlough provisions of Article 25, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three-year period and the officer does not return to work immediately or if the officer retires or otherwise terminates employment. During the period of time between the end of the leave under Section 1.a. or Section 10, where applicable, and the end of the guarantee in this Section, the officer will be on leave without pay.

During the three-year period, officers who are not fully capable of performing the duties of their position shall have, upon request, a right to return to an available position in a lower classification, within the same geographical/organizational limitation as the seniority unit, to which there are no seniority claims and which the agency intends to fill, provided the officer meets the minimum requirements and qualifications essential to the work of the classification and the officer is fully capable of performing the duties of the position. If an officer returns to a position in a lower classification, the officer will be demoted in accordance with the Commonwealth's Personnel Rules, but shall maintain the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred, provided the officer is fully capable of performing the duties of that position, subject to the furlough provisions of Article 25, Seniority.

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

Section 7. The compensation for disability retirement arising out of work-related injuries shall be in accordance with the State Employees' Retirement Code.

Section 8. An officer who sustains a work-related injury, during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use sick or annual leave for the purpose of continued medical treatment of the work-related injury in accordance with Articles 8, 10 and 11. If no paid leave is available, an officer may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Officers shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This Section is not applicable to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Section 1 shall apply.

Section 9. The Commonwealth agrees to the use of modified duty where the officer is able to work only in a limited capacity and the prognosis for the injury indicates that the officer will be

able to resume all of the duties of the officer's classification in a reasonable period of time. The Employer may terminate a modified duty assignment when it becomes apparent that the officer will not be able to resume the full duties of the officer's classification within a reasonable period of time.

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

Section 10. An officer who is disabled due to a recurrence of a work-related injury after three years from the date the injury occurred, or before three years if the leave entitlement in Section 1 has been depleted, shall be entitled to use accumulated leave and injury leave without pay while disabled for a period of up to 12 weeks. To be eligible to use injury leave without pay, the officer must have been at work at least 1250 hours within the previous 12 months. The 12-week period will be reduced by any other leave used within the previous 12 months that was designated as leave under the provisions of the Family and Medical Leave Act. If only accumulated leave is used, it may be used beyond 12 weeks until exhausted or until the disability ceases, whichever occurs sooner. While using accumulated leave, the leave will be charged and paid in accordance with Section 1.a.

Section 11. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, U.S.C. Section 2601, et seq. and that leave granted in accordance with Sections 1 and 1210 shall be designated as leave under the provisions of the Act.

Section 12. It is understood by both parties that the provisions of this Article are consistent with the Americans with Disabilities Act.

Section 13. Should the Patient Protection and Affordable Care Act of 2010, 42 USC, § 18001 et seq. or its regulations be modified or interpreted to not provide an additional 91 calendar days of benefits, as described in Section 1.b. of this Article, it is agreed that the health and life insurance entitlements outlined in this Article will not be diminished.

## ARTICLE 23 CLASSIFICATION

Section 1. The position classification plan, as established and maintained by the Employer, consists of a schedule of classification titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the work of the classification. If officers consider their

permanent position to be improperly classified, the officers may process an appeal for a reallocation of their position through the Expedited Classification Grievance Procedure as follows:

**STEP 1:** The Employee or the Union will present the grievance to the agency Human Resource Director or his or her designee. The Employee or Union will also provide an informational copy of the grievance to their institutional, regional or district Human Resources Office where applicable. The Employee or the Union shall attach to the grievance a description of the job. The Employer will respond in writing within 45 working days of receipt of the grievance.

**STEP 2:** In the event that the grievance is not satisfactorily resolved at Step 1, the Employee or the Union may submit a written appeal to the Office of Administration, Classification and Pay Division within 15 working days after the Employer's Step 1 response is due. The Office of Administration will then have 45 working days to respond in writing to the grievance appeal at this level. Decisions made prior to Step 2 may be reversed by the Office of Administration.

If a final determination is made by the Employer in the course of an officer appeal or an employer-initiated classification review that a position should be downgraded, the officer shall be demoted to the proper classification and pay range at the nearest step not greater than the officer's current salary. If the officer's salary is greater than the maximum step of the lower pay range, there shall be no reduction in salary. The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

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

Section 2. The Union, in response to an unfavorable decision at Step 2 may submit classification appeals to an arbitration panel, within 45 working days after the Office of Administration's response is due. The panel shall consist of three members; one member appointed by the Employer, one member appointed by the Union, and a third member selected by the parties jointly from a list of five names to be mutually agreed upon by the Employer and the Union. The third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth and must be knowledgeable in the field of position classification. The parties agree to select arbitrators and agree upon hearing dates as expeditiously as possible. Grievances that are not scheduled for an arbitration hearing within two years of the notice of intent to proceed to arbitration will be considered to have been withdrawn. It is understood that the two year time limit refers to the Union proposing selection of an arbitrator and a hearing date for the case, rather than the actual conduct of the hearing.

The panel shall neither add to, subtract from nor modify the provisions of this Article nor recommend any alterations or revisions to the Commonwealth's classification and compensation plans. The panel shall be confined to deciding the proper classification in the then existing classification plan for the position in dispute.

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

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

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

Whenever an officer temporarily is charged to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those of the officer's own position for a period of any five full cumulative days in a calendar quarter, the officer shall be compensated at an amount equal to four and one-half percent of the officer's current rate of pay, or at the starting rate of the pay range for the higher class, whichever is greater. Officers who are charged to perform higher class work for a full day and who take leave for a portion of that day will be compensated, in increments of 1/4 hour, for the partial day worked in the higher class after the five full day threshold has been met. An officer while temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the officer is charged to perform the higher level duties on the officer's scheduled workday immediately before and immediately after such holiday and is paid at the higher rate on those days. The holiday shall not count toward the requirement for five full cumulative days in a quarter. Once the requirement for the five full cumulative day threshold has been met, payment will be included in the biweekly paycheck. If the position is filled permanently by other than the officer temporarily filling the position, the officer temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits for such increments to which they would have been entitled had they remained in their normal assignment. An officer or officers shall not be temporarily assigned to perform in general the duties and responsibilities of a position in a higher rated classification for more than nine continuous months or the length of the leave of absence of the officer being replaced, whichever is greater.

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

Grievances arising from Sections 3 and 4 of this Article shall be submitted in writing and the officer shall attempt to include the dates on which the alleged out of class work occurred and a description of the alleged higher level work performed. The failure of the officer to provide the



required information will not affect the validity of the grievance. Grievances pertaining to this Section shall be processed in accordance with the grievance and arbitration procedure delineated in Sections 1 and 2 of this Article. The decision of the arbitration panel shall be final and binding.

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

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

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

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

## ARTICLE 24

### DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge, or take any disciplinary action against an officer without just cause. The Union shall be notified promptly by the Employer of any suspension, discharge, or demotion of an officer. The failure of the Employer to comply with the preceding notification requirements will not affect the validity of the action, but will suspend the time period set forth above until the notification is sent.

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

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

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

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

Section 6. An officer who is the subject of an Inspector General investigation will be notified when the investigation is concluded. The officer who is not being subject to disciplinary action will be notified at the conclusion of the investigation that the allegations were either "unfounded" or "unsubstantiated". An officer shall be deemed a subject of an investigation when the officer has been accorded a "subject interview".

Section 7. The parties agree to continue the use of the alternative forms of discipline program and to expand its use in accordance with the side letter dated March 20, 2018, found in Appendix E.

## ARTICLE 25 SENIORITY

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

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

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

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

Applicable periods are as follows:

- (1) Persian Gulf – August 2, 1990-August 31, 1991
- (2) War on Terrorism, September 11, 2001 to date determined by the Adjutant General (Department of Military and Veterans Affairs) pursuant to 51 Pa.C.S. 7101.

d. Seniority credit for each officer is maintained as a total number of days. Officers will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly pay period plus the number of hours of military leave without pay; leave without pay for union business in accordance with Article 14, Section 3; leave without pay for work-related injuries in accordance with Article 22, Section 8; and FMLA leave without pay in accordance with Article 15, Section 4 will be accumulated. This total number of hours will be divided by 8 and rounded up to the next higher day. The result will be added to the officer's accumulated total.

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

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

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

Section 3. Seniority lists shall be prepared for each seniority group and revised where necessary every six months. Appropriate service information shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards. Seniority lists shall be provided to the local Union President upon request not more than

once every six months. Grievances alleging a violation of this Section may be appealed directly to the State Committee level of the grievance procedure.

Section 4. When the Game Commission determines to fill a vacant district in this Unit, the Game Commission will send notice of such intent to the graduates of the Ross Leffler School of Conservation. Officers will have 15 calendar days from the date of the notice to express an interest in a lateral transfer or voluntary demotion into the vacant district. The Game Commission will award the district to the employee with the greatest Game Act 111 seniority who possesses the requisite skill and ability and who has expressed an interest in the position. An effective date of the transfer or demotion will be established.

When the Game Commission determines a need to post a vacancy for a period of less than 15 days, it will provide notification to the entire unit via email seven (7) days in advance of the actual posting. This will allow officers who are not available for the posting period of less than 15 days, due to scheduled vacation time, to submit a bid in advance of the posting. If the posting is not executed within 30 days of the Game Commission's notice, any early bids received will be considered null and void.

The seniority preference recognized in this Section does not apply to lateral transfers and voluntary demotions for positions in the Special Investigations Unit, Bureau of Wildlife Protection.

The officer will have 15 calendar days from the date of notification to provide written notice of acceptance or rejection of the transfer/demotion offer. Upon acceptance or at the expiration of the 15 calendar day consideration period, the transfer/demotion becomes non-revocable by the officer. Officers who accept transfer/demotion utilizing this bidding process may not express interest in another vacant district for two (2) years from the date of their transfer. Vacant districts created by an officer utilizing this seniority bidding process will be filled by the Game Commission in its sole discretion. This system of posting will only be utilized up to 15 calendar days prior to the graduation of a Cadet Class.

Officers placed in Districts upon graduation from the Ross Leffler School of Conservation may not utilize seniority for a transfer for two (2) years after their graduation date. Such officers may express an interest in transferring, but it is the Game Commission's discretion to allow the transfer.

Management will accept electronic bids (email) for all postings covered by this Agreement.

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

Section 6. When the Employer determines that a furlough is necessary within a seniority unit, officers will be furloughed in the inverse order of classification seniority. Officers affected by

furlough who have the requisite classification seniority and skill and ability shall bump laterally or down in the following manner:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. The probationary period for promotions shall be six (6) months in length and the provisions of Article 24, Section 1 shall not be applicable if an officer is demoted within that time for failure to successfully complete the probationary period. In such case, officers shall have the right to return to their former classification during this period. Periods of leave without pay and periods of time during which an officer is using paid leave to supplement workers' compensation shall not count toward the probationary period.

Section 10. For the purpose of furlough, the number of union trustees and chair officers of the Union local agreed to by the parties to have superseniority is eleven (11). The Union shall provide the Employer a list of the officers who are to be granted superseniority in accordance with the provisions of this Section. The list shall contain the officer's name, union title, bargaining unit, work location and local union number.

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

Section 11. Seniority units for this Game Act 111 Unit shall be statewide for purposes of furlough and promotion.

Section 12. Arbitration of grievances relating to Sections 4, 5, 6, 7, and 8, of this Article shall be conducted by a panel of three Members--one to be appointed by the Office of Administration, one to be appointed by the Union and the third to be selected by the Employer from a list of five names to be mutually agreed upon by the Employer and the Union. Such third member shall not

be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth of Pennsylvania.

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

Section 13. When in the exercise of seniority rights provided hereunder, two or more officers are deemed relatively equal in skill and ability and have the same seniority, preferential rights shall be determined by lot.

Section 14. In the event of a furlough, Commonwealth employees who occupy positions not represented by FOP may utilize their accrued seniority in classifications now covered by this Unit to bump into Game Act 111 Unit classes previously held.

## ARTICLE 26 UNIFORMS, CLOTHING AND EQUIPMENT

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

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

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

Section 3. Each uniformed officer in the bargaining unit shall be entitled to an annual uniform allowance payment in the amount of \$250. The allowance provided herein shall be payable no later than September 30 of each contract year. If an employee has been in active pay status for an

aggregate of less than 200 working days during the preceding contract year, the allowance will be prorated.

ARTICLE 27  
DISCRIMINATION/OFFICER TREATMENT

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

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

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

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

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

ARTICLE 28  
UNION BUSINESS

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

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



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

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

## ARTICLE 29 PEACE AND STABILITY

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

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

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

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

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

## ARTICLE 30 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Section 7. Reimbursement of travel and subsistence expenses shall be provided in accordance with the Commonwealth's Travel Regulations (Management Directive 230.10 and Manual 230.1) except as modified below:

For Wildlife Conservation Officers and Game Land Management Group Supervisors only, each officer whose residence is not owned by the Commonwealth shall be paid \$55.00 per month which will compensate the officer for office space in the officer's place of residence and \$70.00 in lieu of subsistence expenses for officers not in overnight travel status now provided by Section 4 of Commonwealth Travel Procedures Manual 230.1. In addition, officers assigned to duties outside of their district for a period of not less than 12 consecutive work hours are entitled to subsistence expenses in the amount actually expended, not to exceed \$8.00. An officer whose residence is owned by the Commonwealth and who pays for such residence according to a maintenance schedule rather than a rental amount based on fair market value shall receive \$70.00 per month for the above subsistence expenses and, in addition, shall not reimburse the Commonwealth for maintenance charges for the room required to be utilized by the officer as an office for the conduct of Commonwealth business.

For Wildlife Conservation Officers and Game Land Management Group Supervisors only, each officer whose residence is not owned by the Commonwealth and who must regularly securely store sedatives issued by the Game Commission for use in game control, confiscated narcotics or firearms, a bear trap or similarly sized large animal trap, or a boat, in the employee's place of

residence shall be paid \$75.00 per month which will compensate the officer for office space and said storage. Officers who do not regularly securely store sedatives issued by the Game Commission for use in game control, confiscated narcotics or firearms, a bear trap or similarly sized large animal trap, or a boat, shall be paid a total of \$55.00 per month, which shall compensate the officer for office space in the officer's place of residence.

Officers shall receive \$70.00 per month subsistence allowance in lieu of reimbursement on a daily basis for lunch expenses and subsistence expenses including meals now provided by Section 4 of the Commonwealth Travel Procedures Manual 230.1 while the officer is working in their division or region. In addition, an officer assigned to duties outside his division or region for a period of not less than 12 consecutive work hours is entitled to subsistence expenses in an amount actually expended, not to exceed \$8.00.

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

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

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

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

Section 11. There shall be an electronic official personnel file for each officer. The contents of an officer's personnel file, excluding pre-employment information, will be available for examination by the officer within a reasonable period of time after the officer's request, if they do not have access to the electronic official personnel file via their Commonwealth issued computers. Such examination shall be at the location where the personnel file is maintained and shall be conducted in the presence of the human resource officer or designee. Material shall not be removed from or added to the folder nor shall its contents be altered in any way. Officers are entitled to have a representative with them while reviewing their own file. If there is any disagreement as to the contents of the personnel file, an officer shall have the right to submit a

statement concerning any materials in the officer's file and any such statement shall then become part of the personnel file. If comments are placed in the file during an exit interview, the officer shall have the right to submit a statement concerning those comments which shall then become a part of the personnel file. After a period of two years, a written reprimand or reference to an oral reprimand shall be removed from the officer's official personnel folder if no intervening incidents of the same or a similar nature have occurred.

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

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

Section 14. All letters of agreement between the Employer and the FOP shall remain in effect if applicable to this Unit.

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

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

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

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

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

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

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

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

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

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

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

Section 20. Effective July 1, 2012 to include the 2013 graduating cadet class, all officers must reside and maintain a home office within 5 miles of their District/Group boundary line as measured by the shortest regularly traveled route. All current officers who reside more than 5 miles outside their District/Group boundary line by the shortest regularly traveled route and maintain an office within their District/Group will be grandfathered and permitted to continue this arrangement; however, upon their transfer, reassignment, promotion, demotion or other move to another District/Group they must comply with the aforementioned residency/home

office requirements.

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

Section 21. The Employer shall have the right to establish drug and alcohol testing programs that provide for reasonable suspicion, return-to-duty and/or follow-up testing of officers. The scope of testing and cut-off levels shall conform to those established by the U.S. Department of Health and Human Services in the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

### ARTICLE 31 EQUAL EMPLOYMENT OPPORTUNITY

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

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

### ARTICLE 32 GRIEVANCES AND ARBITRATION

Section 1. Where an officer has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission, either the contract grievance procedure shall cease, if the officer has submitted a contract grievance, or the officer shall not be entitled to institute proceedings under the contract grievance procedure. If the appeal to the Commission is withdrawn by the officer or not accepted by the Commission within 15 working days of the date of the occurrence of the action giving rise to the grievance, the processing of a contract grievance filed within the time limits set forth in Section 2 shall be permitted.

Section 2. Any grievance or dispute which may arise during the term of this Agreement, concerning the application, meaning, or interpretation of this Agreement, except for grievances alleging a violation of Article 23, (Classification) shall be processed in the following manner:

**STEP 1.** The officer, either alone, or accompanied by an FOP Lodge #114 Representative, or the FOP Representative, where entitled, shall present the grievance in

writing to the Game Commission's Labor Relations Coordinator within 15 working days of the date of the occurrence giving rise to the dispute, or when the officer knew or by reasonable diligence should have known of the occurrence.

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

The parties agree that the Game Commission Labor Relations Coordinator or his designee and the FOP counterpart must schedule and meet on a monthly Step 1 basis, if necessary, in order to attempt to resolve all outstanding grievances. The location of the Step 1 meetings will be determined by the parties each month, but will generally be held at one of the Regional Offices of the Game Commission or in Harrisburg. At the Step 1 meeting, the parties will advise each other of all of the then-known facts, including witnesses, and furnish copies of relevant reports or investigations upon which the party will rely in proving and/or supporting its respective position.

Any agreed upon final settlement of a grievance reached at Step 1 shall be reduced to writing and signed by the FOP and the Game Commission Labor Relations Coordinator. Decisions at Step 1 shall not be used as precedent for any subsequent case unless the parties agree in writing as part of a Step 1 grievance settlement.

After the Step 1 meeting has been held and the then-known information the parties intend to rely on to support their respective positions has been discussed and exchanged, the respective Game Commission Labor Relations Coordinator must, if the case is not settled at this point, make a written disposition of the matter to the FOP within 15 working days from the date of the Step 1 meeting.

**STEP 2.** If the Step 1 response is not satisfactory or a response has not been received by the FOP within 15 working days of the Step 1 meeting, the FOP shall have 15 working days after the Commonwealth's response is received or due to appeal the decision by filing its grievance with the Joint Pennsylvania State Committee. The FOP shall file the grievance in writing to the Office of Administration, Bureau of Employee Relations (404 Finance Building, Harrisburg, PA 17120) in accordance with established procedures. The Bureau of Employee Relations will officially "docket" all grievances submitted by the FOP and will furnish official notice confirming the docketing of all cases scheduled to be heard by the Joint State Committee, along with the date, place, and time of the scheduled meeting. Dockets will be sent to the Pennsylvania Game Commission and to the FOP, Conservation Police Officers Lodge #114.

Failure of the FOP to submit grievances to the Pennsylvania Joint State Committee within the 15 day appeal period specified above shall be cause for the Commonwealth to consider the matter "settled and withdrawn." Any later discovered or developed evidence, not previously disclosed to the other party at the Step 1 meeting, must be submitted to the other side as soon as practical after discovery and/or development, but in no event later than 48

hours (excluding holidays and Saturdays/Sundays) before the Step 2 Committee hearing. (See Rule 4, Section 3 of Appendix C for exceptions.)

The Step 2 State Committee shall have the right to hear testimony from both parties, investigate all relevant facts, and render a final and binding decision. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. Decisions of the Joint Pennsylvania State Committee shall not operate as precedent, unless the parties agree in writing as a part of a Step 2 decision.

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

**STEP 3.** An appeal from a deadlocked decision at Step 2 may be initiated by the FOP by written notice of the intent to proceed to arbitration. This notice must be sent within 15 working days after the deadlocked decision from Step 2 to the Office of Administration, Bureau of Employee Relations, (404 Finance Building, Harrisburg, PA 17120).

The FOP and the Commonwealth agree to discuss expediting the schedule as needed. The parties also agree to schedule the Step 2 State Committee meeting every other month.

### Arbitration

The impartial arbitrator is to be selected by agreement between the respective Co-Chairpersons of the Joint Pennsylvania State Committee within 15 working days after the notice has been given. If the parties fail to agree on an impartial arbitrator, either party may request the American Arbitration Association to submit a list of seven possible arbitrators to the respective Co-Chairpersons.

The Co-Chairpersons shall, within 15 working days of the receipt of said list, select the arbitrator by alternately striking one name from the list until one name remains. The Commonwealth Chairperson shall strike the first name.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

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

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



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

Arbitration of grievances alleging a violation of Article 25, Sections 4, 5, 6, 7, and 8, will be conducted by an Arbitration Panel as described in Article 25, Section 12.

### Time Limits

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

### Costs

Each party shall bear the costs of preparing and presenting its own case. All fees and expenses of the arbitrator shall be divided equally between the parties, except where one of the parties to this Agreement requests a postponement of a previously scheduled arbitration hearing which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance, in which event the postponement charge shall be divided equally by the parties.

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

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

Section 3. An officer shall be permitted to have a representative of the FOP present at each Step of the grievance procedure, up to and including Step 2. Upon request by an FOP representative, a Step 1 grievance meeting will be postponed or rescheduled, if necessary, if an FOP representative is temporarily unavailable to the officer. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

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

### Lost Time

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

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

#### State/Agency Wide Grievances

The FOP may present grievances concerning agency-wide actions or state-wide actions directly to Step 2 within 15 working days of the date of the occurrence giving rise to the dispute or the date when the FOP knew, or by reasonable diligence should have known, of its occurrence. However, the FOP will meet with the Game Commission and Office of Administration designee for Commonwealth AGP grievances, prior to any hearing on such grievances, in order to resolve any factual disputes relating to such agency-wide or state-wide grievances.

Section 4. The Joint Pennsylvania State Committee will function under the attached Rules of the Accelerated Grievance Procedure, which are contained in the attached Appendix C.

### ARTICLE 33 SAFETY AND HEALTH

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

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

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

Section 4. The Employer will not assign officers to any work area in any building owned or leased by the Commonwealth while there is a clear and present danger to their safety and such a

danger is not an anticipated part of the normal and expected responsibilities and risks of the job in question.

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

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

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

#### ARTICLE 34 SUCCESSORS

In the event the Employer sells, leases, transfers or assigns any of its facilities to other political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff, furlough or termination of officers covered by this bargaining agreement, the Employer shall attempt in good faith to arrange for the placement of such officers with the new Employer. The Employer shall notify the Union in writing at least 30 days in advance of any such sale, lease, transfer, or assignment.

#### ARTICLE 35 POLITICAL ACTION COMMITTEE DEDUCTIONS

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

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

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

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

ARTICLE 36  
PRESERVATION OF BARGAINING UNIT WORK

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

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

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

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

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

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

Section 5. At each site where a proposed contract/assignment of Game Act 111 unit work is to occur and provided the work is included within the scope of Section 1 and meets the conditions set forth in Sections 2.a. and 3.a., local labor/management committees shall meet and discuss over the reasons for the contract/assignment. At this meeting the Employer shall provide to the union all information it has to support a claim of (a) reasonable cost saving or improved service, (b) of

legitimate operational reasons resulting from technological changes, (c) that there are insufficient numbers of available, competent officers on layoff on the applicable recall list within the agency to perform the required work, or (d) that the duration of the contract/assignment is not expected to exceed 12 consecutive months duration. The Union shall have the opportunity to provide alternative methods to attaining the Employer's desired result. In the event that the parties at the local level are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of FOP, the Commission and the Office of Administration. Should the parties be unable to resolve the issue, the Union shall notify the Office of Administration in writing of its intent to submit the matter to the grievance procedure.

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

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

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

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

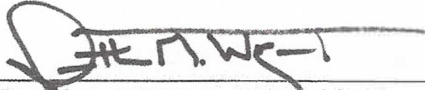
## ARTICLE 37 TERMINATION

This Agreement shall be effective July 1, 2020 except where specifically provided that a particular provision will be effective on another date. This Agreement shall continue in full force and effect up to and including June 30, 2021. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under Act 111.


October 13, 2020

Date

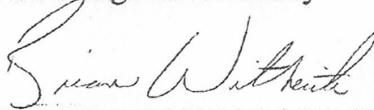
**Conservation Police Officer's  
Lodge 114, Fraternal Order of Police**



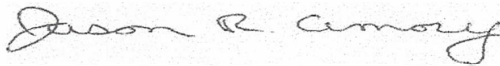
Jonathan M. Wyant, President  
Conservation Police Officer's Lodge 114



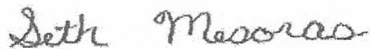
Anthony M. Caputo, Esquire  
FOP Lodge 114 Attorney



Brian Witherite  
FOP Lodge 114 Committee Chair



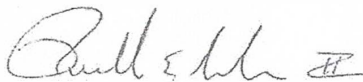
Jason Amory  
FOP Lodge 114 Northwest



Seth Mesoras  
FOP Lodge 114 Southwest



Colleen Shannon (GLMGS-Retired)  
FOP Lodge 114 Northcentral




Rick Macklem II  
FOP Lodge 114 Southcentral

**Commonwealth of Pennsylvania**



Michael Newsome, Secretary  
Office of Administration



Darren Heffner  
Commonwealth Chief Negotiator

*Kevin G. Moran Jr*

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Kevin Moran  
FOP Lodge 114 Northeast

*Ray Madden*

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Ray Madden  
FOP Lodge 114 Southeast

*Chris Skipper*

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Chris Skipper  
FOP Lodge 114 Game Land Management Group Supervisor (statewide)

*Brian C. Singer*

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Brian Singer  
FOP Lodge 114 Law Enforcement Supervisor (statewide)

**APPENDIX A**

<p><b>COMMONWEALTH OF PENNSYLVANIA</b>  <b>40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE</b>  <b>EFFECTIVE JULY 1, 2020</b>  <b>PAY SCALE TYPE GO</b></p>
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**Wildlife Conservation Officer**  
**Pay Scale Group G001**

Years of Service	Longevity Level		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
0-8	8	Hourly	21.40	21.89	22.36	22.85	23.39	23.90	24.47	24.99
		Biweekly	1,712.00	1,751.20	1,788.80	1,828.00	1,871.20	1,912.00	1,957.60	1,999.20
		Annual*	44,649	45,671	46,652	47,674	48,801	49,865	51,054	52,139
8-9	9	Hourly								25.53
		Biweekly								2,042.40
		Annual*								53,266
9-10	10	Hourly								26.12
		Biweekly								2,089.60
		Annual*								54,497
10-11	11	Hourly								26.70
		Biweekly								2,136.00
		Annual*								55,707
11-12	12	Hourly								27.32
		Biweekly								2,185.60
		Annual*								57,000
12-13	13	Hourly								27.89
		Biweekly								2,231.20
		Annual*								58,190
13-14	14	Hourly								28.53
		Biweekly								2,282.40
		Annual*								59,525
14-15	15	Hourly								29.15
		Biweekly								2,332.00
		Annual*								60,819
15-16	16	Hourly								29.83
		Biweekly								2,386.40
		Annual*								62,237
16-17	17	Hourly								30.48
		Biweekly								2,438.40
		Annual*								63,593
17-18	18	Hourly								31.17
		Biweekly								2,493.60
		Annual*								65,033
18-19	19	Hourly								31.85
		Biweekly								2,548.00
		Annual*								66,452
19-20	20	Hourly								32.52
		Biweekly								2,601.60
		Annual*								67,850
20-21	21	Hourly								33.30
		Biweekly								2,664.00
		Annual*								69,477
21+	22	Hourly								34.04
		Biweekly								2,723.20
		Annual*								71,021



**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE**  
**EFFECTIVE JULY 1, 2020**  
**PAY SCALE TYPE GO**

**Game Land Management Group Supervisor**  
**Pay Scale Group GO02**

Years of Service	Longevity Level		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
0-8	8	Hourly	22.85	23.39	23.90	24.47	24.99	25.53	26.12	26.70
		Biweekly	1,828.00	1,871.20	1,912.00	1,957.60	1,999.20	2,042.40	2,089.60	2,136.00
		Annual*	47,674	48,801	49,865	51,054	52,139	53,266	54,497	55,707
8-9	9	Hourly								27.32
		Biweekly								2,185.60
		Annual*								57,000
9-10	10	Hourly								27.89
		Biweekly								2,231.20
		Annual*								58,190
10-11	11	Hourly								28.53
		Biweekly								2,282.40
		Annual*								59,525
11-12	12	Hourly								29.15
		Biweekly								2,332.00
		Annual*								60,819
12-13	13	Hourly								29.83
		Biweekly								2,386.40
		Annual*								62,237
13-14	14	Hourly								30.48
		Biweekly								2,438.40
		Annual*								63,593
14-15	15	Hourly								31.17
		Biweekly								2,493.60
		Annual*								65,033
15-16	16	Hourly								31.85
		Biweekly								2,548.00
		Annual*								66,452
16-17	17	Hourly								32.52
		Biweekly								2,601.60
		Annual*								67,850
17-18	18	Hourly								33.30
		Biweekly								2,664.00
		Annual*								69,477
18-19	19	Hourly								34.04
		Biweekly								2,723.20
		Annual*								71,021
19-20	20	Hourly								34.80
		Biweekly								2,784.00
		Annual*								72,607
20-21	21	Hourly								35.56
		Biweekly								2,844.80
		Annual*								74,192
21+	22	Hourly								36.36
		Biweekly								2,908.80
		Annual*								75,862

**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE**  
**EFFECTIVE JULY 1, 2020**  
**PAY SCALE TYPE GO**

Game Conservation Officer Supervisor  
Wildlife Conservation Officer Training Coordinator  
Pay Scale Group G003

Years of Service	Longevity Level		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
0-8	8	Hourly	24.99	25.53	26.12	26.70	27.32	27.89	28.53	29.15
		Biweekly	1,999.20	2,042.40	2,089.60	2,136.00	2,185.60	2,231.20	2,282.40	2,332.00
		Annual*	52,139	53,266	54,497	55,707	57,000	58,190	59,525	60,819
8-9	9	Hourly								29.83
		Biweekly								2,386.40
		Annual*								62,237
9-10	10	Hourly								30.48
		Biweekly								2,438.40
		Annual*								63,593
10-11	11	Hourly								31.17
		Biweekly								2,493.60
		Annual*								65,033
11-12	12	Hourly								31.85
		Biweekly								2,548.00
		Annual*								66,452
12-13	13	Hourly								32.52
		Biweekly								2,601.60
		Annual*								67,850
13-14	14	Hourly								33.30
		Biweekly								2,664.00
		Annual*								69,477
14-15	15	Hourly								34.04
		Biweekly								2,723.20
		Annual*								71,021
15-16	16	Hourly								34.80
		Biweekly								2,784.00
		Annual*								72,607
16-17	17	Hourly								35.56
		Biweekly								2,844.80
		Annual*								74,192
17-18	18	Hourly								36.36
		Biweekly								2,908.80
		Annual*								75,862
18-19	19	Hourly								37.14
		Biweekly								2,971.20
		Annual*								77,489
19-20	20	Hourly								37.99
		Biweekly								3,039.20
		Annual*								79,262
20-21	21	Hourly								38.82
		Biweekly								3,105.60
		Annual*								80,994
21+	22	Hourly								39.67
		Biweekly								3,173.60
		Annual*								82,767

**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR GAME CONSERVATION OFFICER PAY SCHEDULE**  
**EFFECTIVE JULY 1, 2020**  
**PAY SCALE TYPE GO**

Wildlife Conservation Officer Law Enforcement Coordinator  
Pay Scale Group GO04

Years of Service	Longevity Level		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
0-8	8	Hourly	27.32	27.89	28.53	29.15	29.83	30.48	31.17	31.85
		Biweekly	2,185.60	2,231.20	2,282.40	2,332.00	2,386.40	2,438.40	2,493.60	2,548.00
		Annual*	57,000	58,190	59,525	60,819	62,237	63,593	65,033	66,452
8-9	9	Hourly								32.52
		Biweekly								2,601.60
		Annual*								67,850
9-10	10	Hourly								33.30
		Biweekly								2,664.00
		Annual*								69,477
10-11	11	Hourly								34.04
		Biweekly								2,723.20
		Annual*								71,021
11-12	12	Hourly								34.80
		Biweekly								2,784.00
		Annual*								72,607
12-13	13	Hourly								35.56
		Biweekly								2,844.80
		Annual*								74,192
13-14	14	Hourly								36.36
		Biweekly								2,908.80
		Annual*								75,862
14-15	15	Hourly								37.14
		Biweekly								2,971.20
		Annual*								77,489
15-16	16	Hourly								37.99
		Biweekly								3,039.20
		Annual*								79,262
16-17	17	Hourly								38.82
		Biweekly								3,105.60
		Annual*								80,994
17-18	18	Hourly								39.67
		Biweekly								3,173.60
		Annual*								82,767
18-19	19	Hourly								40.57
		Biweekly								3,245.60
		Annual*								84,645
19-20	20	Hourly								41.49
		Biweekly								3,319.20
		Annual*								86,565
20-21	21	Hourly								42.40
		Biweekly								3,392.00
		Annual*								88,463
21+	22	Hourly								43.35
		Biweekly								3,468.00
		Annual*								90,445

**APPENDIX B**

ORGANIZATIONAL SENIORITY UNITS  
GAME ACT 111 BARGAINING UNIT

Furloughs:

Statewide Seniority Unit

## APPENDIX C

### RULES OF THE ACCELERATED GRIEVANCE PROCEDURE

#### RULE 1 - THE JOINT PENNSYLVANIA STATE COMMITTEE

##### Section 1.     Function

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

##### Section 2.     Composition

The Joint Pennsylvania State Committee shall be made up of an equal number of representatives selected by the respective parties, with half being designated by the FOP and half designated by the Commonwealth, from persons not directly involved in the case. Each Committee Panel will consist of a total of six (6) members, three (3) appointed by the Commonwealth and three (3) appointed by the FOP. In addition, each party shall designate one of its Committee representatives as a Co-Chairperson for the purpose of ensuring the orderly execution of the established procedures.

#### RULE 2 - MEETING DOCKETS

A docket indicating the cases scheduled to be heard at each Joint State Committee meeting will be furnished by the Office of Administration, Bureau of Employee Relations at least 10 days prior to the date of each meeting. Copies are to be provided to the FOP and the Game Commission.

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

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

#### RULE 3 - PROCEDURES ON GRIEVANCES

##### Section 1.     Filing of Grievances

A grievance shall be reduced to writing by the FOP and filed with the Pennsylvania

Game Commission Labor Relations Coordinator.

Section 2. Selection of Panel

The FOP and the Commonwealth will select their respective Co-Chairpersons. The position of Acting Chairperson for each Joint State Committee meeting will be alternately filled by each side. Each Co-Chairperson shall select his/her panel members to hear each case on the docket. Any Joint State Committee panel hearing a case shall consist of three representatives designated by each party, and at all times shall consist of an equal number of Commonwealth and FOP representatives.

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

No representative of either side who participated in the prior hearing of the case at Step 1 shall be permitted to act as a member of the panel hearing the case at Step 2.

Section 3. Settlements

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

Section 4. Postponement of Cases

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

Section 5. Default

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

## RULE 4 - OPERATION OF JOINT PENNSYLVANIA STATE COMMITTEE

### Section 1. Rules

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

### Section 2. Order of Cases

Docketed discharge cases will normally be heard first during the time period scheduled for the Joint State Committee. All other cases will be heard by the Joint State Committee in the order they appear on the docket unless the Chairpersons mutually agree otherwise.

### Section 3. Hearings

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

"The following statement is being given by me freely and without coercion for official Commonwealth business and will be considered for all purposes, including actions under the statutes of this Commonwealth, just as though it had been sworn or affirmed before a court of law or formal arbitration panel."

**All evidence to be presented must be made known to the other party within a reasonable time prior to the hearing and no later than 48 hours prior to the scheduled meeting of the Joint State Committee. The following are the only permissible exceptions: bargaining history, precedent-setting arbitration awards, precedent-setting settlements, court decisions, and labor board decisions.** Failure to comply with this rule by either party shall constitute grounds for the Committee to refuse to consider the evidence in question if an objection to its introduction is raised. During the hearing, only panel members, alternate members of the Joint State Committee, the parties presenting the case, and those directly involved in the specific case being heard, shall be allowed to sit in the immediate area where the hearing is being conducted. Other members of the Joint State Committee, except for the designated panel hearing the case, shall not participate in the presentation, the discussion, or the questioning.

In discharge, involuntary demotion, suspension, and reprimand cases, the Commonwealth must present its evidence first; in all other cases, the FOP will present its evidence first. Each party shall declare, prior to the presentation of its case, whether there will be a co-presenter on

the respective case. The number of co-presenters shall be limited to two individuals, and a co-presenter shall only supplement the presentation of the case. Both sides will have an opportunity to summarize and rebut; however, when co-presenters are used, only one (1) of the co-presenters may respond during the summation and rebuttal portion of the presentation. After each party has presented its case and its official rebuttal information, the panel members will be free to ask questions of the parties. Each party will then briefly summarize its respective case, if necessary. The panel of the Joint State Committee will then retire to executive session and will vote, and thereby render its decision. The voting will be conducted by secret ballot if requested by any member of the committee; otherwise, voting by a show of hands will be deemed to be sufficient. When the panel goes into executive session in order to decide the case, all others must retire from the room. After a decision has been reached by a majority vote of the panel, the decision shall be reduced to writing and provided to the parties in a manner agreed upon by the respective Joint State Committee.

#### Section 4. Recess

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

#### Section 5. Minutes

The Commonwealth Co-Chair shall prepare written minutes of each committee meeting, briefly outlining the facts and the decision reached by the Committee in each case heard. Copies of all such minutes and decisions shall be provided to the FOP and the Game Commission. Minutes for the Joint State Committee will be approved at the next meeting of the Committee and will form the official record of the Committee action.

#### Section 6. Meeting Time

The Joint Pennsylvania State Committee shall meet on every other month, unless otherwise mutually agreed.



## APPENDIX D

### **Pennsylvania Game Commission and Fish & Boat Commission HEART AND LUNG BENEFIT PROCEDURES**

#### **Scope.**

These procedures apply to employees who hold the following job classifications and are injured at work. Disputes concerning the application, meaning, or interpretation of the procedures shall remain subject to the procedures set forth in Article 32 of the Collective Bargaining Agreement, except as modified herein. Disputes concerning or relating to entitlement to benefits under Act of June 28, 1935, P.L. 477, No. 193, *as amended*, 53 P.S. §§ 637-638 (the “Heart and Lung Act” or “Act”), including both the initial eligibility for benefits and the continuing eligibility for benefits, shall be governed by the procedures set forth herein, and shall become effective December 26, 2016.

List groups of employees. (Game Commission Classifications Covered: Wildlife Conservation Officer, Game Land Management Group Supervisor, Game Conservation Officer Supervisor, Wildlife Conservation Officer Training Coordinator and Wildlife Conservation Officer Law Enforcement Coordinator) (Fish and Boat Commission Classifications Covered: Waterway Conservation Officer and Assistant Regional Supervisor).

#### **Initial Claims.**

1. Employees shall report all work-related injuries to his/her supervisor as soon as possible after an injury occurs.

2. Supervisors will provide the employee with a list of designated health care providers for the treatment of the injury and the employee will select a healthcare provider from the list to treat with for the first 90 days of the work-related injury.

3. Supervisors will promptly enter the injury data to the commonwealth’s electronic reporting system within SAP under Supervisor Self Service.

4. The employee must submit to the commonwealth any signed authorizations/releases necessary for the commonwealth to obtain medical reports, medical records, medical bills, employment records or any other records, documents or information that are relevant to the claim. This is in addition to any release(s) that may be requested by the Commonwealth’s claims administrator.

5. The Human Resources Director or designee will review the injury information for applicability under the Heart and Lung Act and either approve or deny the claim for Heart and Lung Act benefits within twenty-one (21) calendar days of receipt of the initial claim. If the claim should be denied, the employee will have the right to appeal the denial of the claim as provided herein.

a. Conditional denials will be issued when the commonwealth does not have sufficient information to accept or deny the claim or is not provided with requested information, forms, and medical information. The conditional denial will be reconsidered once all relevant information is obtained.

b. An employee's failure to provide information, after being notified by the commonwealth of the need for additional information, shall stay the commonwealth's obligation to respond to the claim until such information is received. Failure to submit requested information within thirty (30) calendar days of the request shall result in a denial of the claim.

c. In the event the commonwealth denies or conditionally denies a claim, a "Notice of Denial" will be mailed to the employee at his/her address of record and the FOP 114 contact as designated/provided by the union. Such notice will advise the employee of the right to file an appeal.

6. The commonwealth shall have the right to have an employee examined by a physician of the commonwealth's choosing prior to accepting a claim. This initial medical examination shall be scheduled within twenty-one (21) calendar days following the claim for benefits, and it shall in no way prejudice the commonwealth's right to require additional medical examinations. If an examination is conducted, the approval or denial of the claim will not be issued until after the examination results are received. However, if the results of the examination are not provided to the commonwealth within thirty (30) calendar days of the examination, the commonwealth will issue a formal denial, which may be reconsidered when the report is received.

## **Modifications, Terminations, and Other Changes.**

1. The commonwealth shall have the right to an independent medical examination(s) of the employee by a health care provider of the commonwealth's choice upon reasonable notice to the employee. Said examination(s) shall only be conducted once every six (6) months or when information indicates that the condition may have changed and one prior to arbitration. Upon receipt of the examination report, the commonwealth shall provide the employee with a copy of the report and any other document issued by the health care provider.

2. The commonwealth shall have the right to monitor an employee's absence and medical treatment while receiving Heart and Lung Act benefits, which includes requiring medical documentation for each absence.

3. Despite a grant or award of initial benefits, the commonwealth retains the right to periodically review an employee's continued eligibility for Heart and Lung benefits, in whole or in part, including but not limited to modification of benefits, suspension of benefits, reinstatement of benefits, termination of benefits, review of benefits, or any matter relating to medical examinations or medical treatment, reasonableness or relatedness of medical treatment, discovery of evidence or the meaning or application of the Act.

4. Benefits conferred pursuant to the Heart and Lung Act shall not be modified, changed, or terminated without either the consent of the employee or an award or order of an arbitrator selected under the process provided herein. The commonwealth shall notify an employee of any intended modification, change or termination of benefits. If the employee does not agree to the modification, change or termination of benefits, the employee may file an appeal as provided herein.

## **Appeals.**

1. Upon receipt of a notice of denial, modification, or termination of benefits with which the employee does not agree, the employee shall have thirty (30) calendar days to appeal the determination. All appeals shall be made in writing to the Human Resources Director. When an appeal is not made within this timeframe, the employee will be deemed to have agreed to the denial, modification, or termination of benefits.

2. When an appeal is received, it will be considered a “grievance” within the meaning of Article 32 and shall be resolved by the utilization of the procedure beginning at Step 3, arbitration.

a. If the selected arbitrator cannot hear the appeal within ninety (90) calendar days, the parties agree to select another arbitrator using the same procedures identified above.

b. All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

3. The commonwealth agrees that up to the date of the scheduled arbitration the employee shall have the right to request reconsideration of a denial, termination or modification of benefits and submit additional information including, but not limited to, updated medical reports.

## **Arbitration Hearing.**

1. It is the intent of both parties to provide a hearing within ninety (90) calendar days of the filing of any appeal or petition and that all evidence be presented at such hearing unless either party requests an extension to leave the record upon for submission of additional medical reports and/or testimony.

2. All witnesses shall testify under oath administered by the arbitrator.

3. At the request of either party, a stenographic record will be kept of all arbitration hearings and depositions. The parties shall pay for their own copies of any requested transcripts and split the fee for the arbitrator's copy.

### **Subpoenas.**

1. Either party may request that the assigned arbitrator issue a subpoena to compel the attendance of a witness or require the production of any documents, records, or items relevant to the proceeding at a scheduled hearing or deposition.

2. The arbitrator may, upon the filing of written objections by any person served with a subpoena or any party in interest within fourteen (14) calendar days of the service of a subpoena, and upon due notice to all parties in interest and an opportunity to be heard, quash, or limit the scope of any subpoena issued or served.

### **Evidence.**

1. Any party who intends to offer the following documents in evidence must give the other party fourteen (14) calendar days-notice of such intent accompanied by a copy of the document:

a. bills, records, and reports of medical providers, including but not limited to, records of hospital, doctors, dentists, registered nurses, licensed practical nurses and physical therapists or other licensed health care providers;

b. bills for drugs, medical appliances, and prescriptions;

c. salary and absence records.

2. The above documents are presumed admissible without the need for additional testimony unless an objection to the document's admissibility is made. A party may object, in writing to the opposing party and the arbitrator, to the use of any of the above documents seven (7) calendar days prior to the hearing. The arbitrator shall rule on any objection and, if necessary, provide the offering party an opportunity to present a witness to testify regarding such document(s).

### **Medical Reports and Depositions/Testimony.**

1. The parties may agree to use medical reports in lieu of live testimony. Any party may, but is not required to, take the oral deposition of any medical expert, or treating physician at any time subsequent to the initiation of proceedings hereunder in order to establish any disputed issue regarding any pending claim. The party taking the deposition shall solely be responsible for the costs/fees of the deposition. Notice of the intent to take such depositions shall occur at least twenty-one (21) calendar days prior to the deposition date or another time period

mutually agreed to by the parties. Any party may, but is not required to, present medical testimony at the arbitration hearing.

2. Any party may object to the oral deposition, or use of live medical testimony at a hearing at least fourteen (14) calendar days prior to the scheduled date of the deposition or the arbitration, respectively.

a. The objection must be in writing, set forth the grounds for the objection and be served upon the arbitrator and opposing party.

b. The arbitrator shall, after giving the parties due notice and opportunity to be heard, rule on the objection prior to the deposition or hearing.

c. The arbitrator is not required to hold a hearing on the objection, but instead may require that all arguments and responses be submitted in writing. The arbitrator may also, at his discretion, schedule a phone conference to rule on any disputes regarding depositions or live testimony.

d. Service of the objection to a deposition or live testimony shall stay the deposition or live testimony until such time, as it is ordered by an arbitrator to be held.

3. Transcripts of oral depositions will be presumed admissible unless the opposing party objects in writing prior to the hearing.

## **Briefs.**

1. The arbitrator may require and the parties may submit proposed findings of fact, conclusions of law and legal briefs or memoranda to the arbitrator for review and consideration.

2. If the arbitrator requires submissions referred to in paragraph (1), such submissions should be made within twenty (20) calendar days following the completion of the evidentiary portion of the case unless the arbitrator grants an extension of time.

## **Authority of the Arbitrator.**

1. The arbitrator shall have the authority to grant, deny, or modify any appeal for benefits. The arbitrator shall have the additional authority to terminate, suspend or modify benefits, rule on the reasonableness and necessity of medical treatment, compel the production of documents, compel the submission to medical examinations, or to order any other action deemed necessary to expedite a fair and final resolution of any claim or petition. The arbitrator's authority to award economic remedies is limited to the remedies available under the Act.

2. The arbitrator shall neither add to, subtract from, nor modify the provisions of the Collective Bargaining Agreement or these procedures. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration, i.e. the employee's eligibility for

benefits (including but not limited to modification of benefits, suspension of benefits, reinstatement of benefits, termination of benefits, review of benefits, or any matter relating to medical examinations or medical treatment, reasonableness or relatedness of medical treatment, discovery of evidence or the meaning or application of the Act to a member of the FOP).

3. The decision of the arbitrator shall be final and binding on both parties and the arbitrator shall be bound by judicial opinions interpreting the Act unless contrary to the terms of the collective bargaining agreement. The arbitrator shall be requested to issue the decision within thirty (30) calendar days after the hearing or receipt of the transcript of the hearing or date briefs were submitted, whichever is later.

4. Following the conclusion of the case, the arbitrator shall issue a written decision and supporting opinion as expeditiously as possible. It shall contain findings of fact, conclusions of law, and an appropriate order based upon the evidence of record. The arbitrator shall provide reasons for any credibility findings or rulings.

### **Time Limits.**

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

**FOP 114 Heart and Lung Arbitration Appeal Form**

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

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

3. Phone Number (\_\_\_\_) \_\_\_\_\_

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

5. Describe your injury (including the date, time, and location it occurred).

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6. Describe why you believe your injury entitles you to benefits.

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**7. Describe why you believe your injury disables you from working.**

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**8. List any and all witnesses to your injury.**

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

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10. Have you returned to work? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, on what date? \_\_\_\_\_

If so, to what type of duty? Modified \_\_\_\_\_ Full \_\_\_\_\_

If released to work with restrictions, please identify the restrictions.

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\_\_\_\_\_  
**CLAIMANT**

\_\_\_\_\_  
**DATE**

## APPENDIX E



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ADMINISTRATION

March 20, 2018

Jonathan M. Wyant, President  
Conservation Police Officer's Lodge 114  
457 Quail Ln  
Cogan Station, PA 17728

RE: Alternative Discipline Program

Dear Mr. Wyant:

As agreed to between the parties and in accordance with the provisions of Article 24, Section 7, the Conservation Police Officer's Lodge 114 and the Commonwealth agree to expand the Alternative Discipline Program. It is understood that the tenets of Article 24, Section 1, regarding just cause will continue to apply. Appeal procedures will not be affected by the Alternative Discipline Program.

Effective 30 calendar days from the signing of this side letter, the Alternative Discipline Program will encompass discipline for other infractions beyond those related to time and attendance, work performance, and failure to pay Corporate Card bill after reimbursement of eligible expenses has been made by the Commonwealth.

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

1. Level 1 Letter: Signed by the Agency Head or designee, this letter will identify the employee's alleged misconduct, alert the employee that continuation of this problem will result in more severe disciplinary action, and identify the employee's appeal rights.

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

2. Level 2 Letter: This letter, signed by the Agency Head or designee, will identify the employee's alleged misconduct, alert the employee that this is his/her final notice and that failure to correct this problem will result in termination, and identify the employee's appeal rights.

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

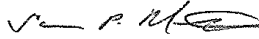
Additionally, copies of all Level 1 and Level 2 letters issued to employees covered by this program shall be sent to the Conservation Police Officer's Lodge 114.

The parties also recognize that special or unusual situations could develop which do not readily lend themselves to the Alternative Discipline Program. These situations could include, among others, occasions where the circumstances of alleged conduct are such as to require the employee's immediate removal from the workplace, situations where an employee is suspended without pay pending investigation of suspected misconduct, or where the serious and/or egregious nature of the offense warrants a traditional suspension without pay. Consequently, if the Commonwealth deems circumstances warrant it, a traditional suspension without pay could be imposed in lieu of the Level 1 or Level 2 letters. In such circumstances, advance notification shall be given to the Union.

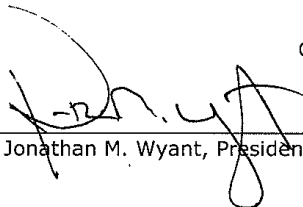
It is the understanding of the parties that the expansion of the program is not intended to alter or in any way modify existing progressions of discipline that may exist in the agency. The parties intend for this side letter of agreement to be incorporated into the collective bargaining agreement as an appendix.

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

Sincerely,



Sharon P. Minnich, Secretary  
Governor's Office of Administration



Mr. Jonathan M. Wyant, President

3/26/18  
Date

copy: V. Reid Walsh, Deputy Secretary for Human Resources and Management, OA  
John P. Gasdaska, Director, Office of Employee Relations and Workforce Support, OA  
Christine Worley, PA Game Commission, Human Resource Director