

AGREEMENT
BETWEEN
COMMONWEALTH OF PENNSYLVANIA
AND
PENNSYLVANIA STATE RANGERS ASSOCIATION

Effective July 1, 2021 to June 30, 2024

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PREAMBLE

This Agreement entered into by the Pennsylvania State Rangers Association, hereinafter referred to as Union, and the Commonwealth of Pennsylvania, 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 peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1

RECOGNITION

Section 1. The Union is recognized as the exclusive representative for collective bargaining purposes for employees within the classifications included under the certification of the Pennsylvania Labor Relations Board, specifically referred to as PF-R-85-70-E.

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

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

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. Except as modified by this Agreement, 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.

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

- a. The employee shall send a certified letter of resignation (return receipt requested) along with the official membership card of the Union to the President of the Pennsylvania State Rangers Association as well as a copy by regular mail to the department concerned.
- b. The letter shall be postmarked during the 15 day period prior to the expiration date of this Agreement and shall state that the employee is resigning membership in the Union and where applicable is revoking the dues check-off authorization.

ARTICLE 4

DUES DEDUCTION

Section 1. The Employer agrees to deduct the Union biweekly membership dues and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees 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 employee during the term of this Agreement. When revoked by the employee in accordance with Article 3, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Agreement.

Section 2. The employee's written authorization for dues payroll deductions shall contain the employee's name, social security number, work location, Park/Forest District and Union name.

Section 3. Where an employee 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 above, deduct the Union membership dues that are due and owing for the period for which the employee receives back pay.

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

Section 5. The Employer shall provide the Union, on a monthly basis, a list of all employees in the bargaining unit represented by the Union. This list shall contain the employee's name, social security number, home address, class code, work location (Park/Forest District), home phone number (if available) and whether the employee 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 any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 5

HOURS OF WORK

Section 1. All employees are engaged in seven-day operations which are defined as activities for which there is regularly scheduled employment for seven days a week. The work week shall consist of any five days within a consecutive seven calendar-day period. Unless operations dictate otherwise, employees will be scheduled two consecutive days off during each work week.

Section 2. The work day shall consist of eight consecutive hours of work between midnight and midnight of the calendar day. When an employee's work shift overlaps the calendar day, the work day shall be the calendar day in which 50% or more of the work hours fall.

Section 3. During the eight hour workday, the Employer shall attempt to provide an opportunity for employees to eat lunch and take two rest periods of approximately fifteen minutes each. No additional compensation will accrue to employees if the demands of the work are such the employees cannot be provided with an opportunity to eat lunch or take rest periods.

Section 4. Employees shall be scheduled off between shifts a minimum of ten hours. When two shifts are worked with fewer than ten hours off, the employee shall receive a premium payment of one-half the employee's regular hourly rate for each hour worked in the ten hour period beginning with the end of the first shift.

Section 5. Work schedules showing the employees' shifts, work days, and hours shall be posted on applicable departmental bulletin boards or in a manner agreed to at the Park/Forest District level. Except for emergencies, changes shall be posted two weeks in advance. Where changes are made by the Employer for other than emergency reasons, or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules. The meet and discuss requirements would not apply for the period including Memorial Day through Labor Day.

Section 6. Upon request of the employee, the Employer will schedule a total of 12 Saturdays or Sundays off per calendar year for full-time salaried employees. Unless operations dictate otherwise, employees will be scheduled two consecutive days off in the work week in which the Saturday or Sunday off is scheduled.

Employees will notify the Park Manager/District Forester or designee of their desire to be scheduled Saturdays or Sundays off at least two weeks prior to the beginning of the calendar year. An employee who requests to be scheduled Saturdays or Sundays off after the beginning of the calendar year will only be eligible for a number of Saturdays or Sundays off equal to the number of full months remaining in the calendar year. An employee's request for a specific Saturday or Sunday off will be considered subject to operational efficiency.

Additional weekend days off beyond the guarantee provided in this Section may be scheduled at the sole discretion of the Employer.

Section 7. The parties agree local management and union officials may agree to work schedules which may be at variance with the specific provisions of this Agreement provided such work schedules do not:

- a. increase costs of operation
- b. increase current complement
- c. affect the Employer's ability to meet criteria for accreditation and/or certification
- d. adversely impact the efficiency of affected operations, nor standards of service

Failing resolution at the Park/Forest District level, the Union may submit the proposed alternate work schedules for review by the Bureau of State Parks or the Bureau of Forestry.

Nothing herein will impair nor limit the Employer's right to schedule employees as set forth in this Agreement.

All discussions conducted per this Section shall be in accordance with the meet and discuss provisions of this Agreement.

Section 8. There shall be established a scheduling committee comprised of an equal number of members appointed by PSRA and the Commonwealth to examine alternative scheduling systems with the precise objective of maximizing what would be considered premium time (i.e., weekends/holidays) off for members while maintaining the efficiency of providing police services to the patrons of the State Park and Forest Systems.

Section 9. The scheduling of employees shall remain a right reserved to the Employer. However, the Park Manager/District Forester may delegate, at their discretion and in a manner they deem feasible, this responsibility to an employee in the bargaining unit.

Section 10. Management retains the right to determine the length of any seasonal appointment and the ability to adjust the work day and work hours of seasonal employees.

ARTICLE 6

EATING AND SANITARY FACILITIES

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

ARTICLE 7

HOLIDAYS

Section 1. a. Effective July 1, 2021 through December 31, 2021, the following days shall be recognized as paid holidays:

1. New Year's Day - January 1
2. Martin Luther King Jr.'s Birthday - January 15
3. Presidents' Day - 3rd Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - July 4
6. Labor Day - 1st Monday in September
7. Columbus Day - October 12
8. Veterans' Day - November 11
9. Thanksgiving Day
10. Day After Thanksgiving
11. Christmas Day - December 25

The holiday shall be celebrated on the date listed above.

b. Beginning in 2022 and moving forward, the following days shall be recognized as paid holidays, effectively replacing the list outlined in Section 1.a.

1. New Year's Day - January 1
2. Martin Luther King Jr.'s Birthday - January 15
3. Presidents' Day - 3rd Monday in February
4. Memorial Day - Last Monday in May

5. Juneteenth National Freedom Day – June 19
6. Independence Day - July 4
7. Labor Day - 1st Monday in September
8. Columbus Day - October 12
9. Veterans' Day - November 11
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Day - December 25

Section 2. A permanent full-time employee shall be granted one day of paid leave on or in lieu of each of the holidays set forth in Section 1 provided the employee was scheduled to work on that day and the employee was in an active pay status for the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent to the actual holiday. If a holiday occurs while employees are on leave without pay under Article 14, Section 3, they shall be paid for the holiday provided the employees were in active pay status the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent to the leave without pay.

If a holiday is observed while a permanent full-time employee is on sick, annual, or other paid leave status, the employee will receive holiday pay and the day will not be charged against sick, annual, or other paid leave credits. When a holiday occurs on an employee's scheduled day off, the employee shall receive one day of paid leave in lieu of such holiday; provided, however, that whenever the Employer determines that staffing requirements prevent granting paid leave, the employee shall be given an additional day's pay in lieu of a day of paid leave.

Section 3. If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Article, except the day after Thanksgiving, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours worked on said holiday. If a permanent full-time employee works on the day after Thanksgiving, the employee shall be compensated at the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 3 above. Paid time off for time worked outside the employee's regularly scheduled shift shall not be in lieu of such holiday pay.

Section 4. Employees will be permitted to use paid time off awarded for working the holidays listed in Section 1 within 320 days succeeding the designated holiday. Available compensatory time may be used by an employee for an emergency.

Employees may select the date on which they utilize their compensatory time awarded for working the holidays listed in Section 1 provided they have given the Employer three weeks' notice and the Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. If the employee makes no attempt to schedule the earned paid time off within the 320 day period succeeding the holiday, such time will be scheduled by the Employer or

paid for by the Employer at the employee's regular hourly rate of pay.

Section 5. An employee who is scheduled to work on a holiday and is absent for an unauthorized reason on that day shall not be eligible to receive the holiday, holiday pay, or compensatory time off.

Section 6. Permanent part-time employees shall receive holidays on a pro-rata basis. Employees, at the option of the Employer, shall receive either pro-rated paid leave or shall be paid at their regular hourly rate of pay in lieu of such paid leave.

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

Section 7. Any permanent employee separated from the service of the Employer for any reason prior to taking accrued paid time off earned by working the holidays listed in Section 1, shall be compensated in lump sum for any unused paid time off the employee has accumulated up to the time of separation.

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

Section 8. Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all permanent employees who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift, if a full holiday is declared, or up to a pro-rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the employee their regular hourly rate of pay in lieu of such equivalent time off with pay.

Section 9. When an employee's work shift overlaps the calendar day, the first shift of the employee in which fifty percent (50%) or more of the time occurs on the applicable holiday shall be considered in the holiday period.

Section 10. In no event shall an employee be entitled to duplicate holiday payment. Time worked during an employee's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 1 of Article 17 of this Agreement.

Section 11. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

ARTICLE 8

PERSONAL LEAVE DAYS

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

- a. One paid personal leave day will be earned in the employee's first calendar year of employment provided the employee has 160 hours in an active pay status in the calendar year.
- b. Employees in their second calendar year of employment will earn one personal leave day during the first, second and third calendar quarters provided the employee has 160 hours in an active pay status in each one-quarter calendar year.
- c. Employees in their third and subsequent years of employment will earn one paid personal leave day in the first, second and fourth calendar quarters and two personal leave days in the third calendar quarter, provided the employee has 160 hours in an active pay status in each one-quarter calendar year.
- d. Leave service credit earned during all periods of Commonwealth employment will be used to determine whether, for purposes of this Section, an employee is in the first calendar year of employment, the second calendar year of employment, or the third and subsequent years of employment.

Section 2. Personal leave shall be scheduled and granted for periods of time requested by an employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the greatest bargaining unit seniority at the work site shall be given a choice of personal leave in the event of any conflict in selection.

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

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

Section 4. Personal leave days shall be noncumulative from calendar year to calendar year. However, employees will be permitted to carry over personal leave days into the first seven (7) pay periods of the next calendar year. Any days carried over in accordance with this Section which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be lost.

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

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

Section 7. As soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

Section 8. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31. For the purpose of this Article, the calendar quarters shall be defined as beginning with the first full pay period in January through March 31, April 1 through June 30, July 1 through September 30, and October 1 through the last full pay period of the leave calendar year, which is the pay period that includes December 31.

Section 9. Effective with the beginning of the 2023 leave calendar year and the incorporation of personal leave into annual leave, this Article shall expire. An additional personal day earned by an employee under the provisions of Article 11, Section 12 based on no sick leave usage during leave calendar year 2022 will be converted to an additional annual leave day at the beginning of the 2023 leave calendar year and thereafter be available for use in accordance that Article.

ARTICLE 9

LEAVES OF ABSENCE

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

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

Section 3. All requests for leave must be submitted in writing to the Park Manager/District Forester or designee 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 Park Manager/District Forester.

Requests for any type of leave to which an employee is entitled under this Agreement and which is not to exceed one month shall be answered by the Park Manager/District Forester or designee within five days. If the requested leave is in excess of one month, the request shall be answered within 10 days.

Section 4. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

ARTICLE 10

VACATIONS

Section 1. a. Employees 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 2.70% of all Regular Hours Paid

40 Hour Workweek: 56 Hours
(7 days)

Over 3 Years to 15 Years Inclusive:

Annual Leave will be earned at the rate of 5.77% of all Regular Hours Paid

40 Hour Workweek: 120 Hours (15 days)

Over 15 Years:

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

40 Hour Workweek: 160 Hours (20 days)

b. Employees hired before July 1, 2012 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 10% of all Regular Hours Paid

40 Hour Workweek: 208 Hours (26 days)

c. Effective with the beginning of the 2023 leave calendar year, employees 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 4.24% of all Regular Hours Paid

37.5 Hr. Workweek: 82.5 Hrs. (11 days)
40 Hr. Workweek: 88 Hrs. (11 days)

Over 3 Years to 15 Years Inclusive:

Annual Leave will be Earned at the rate of 7.32% of all Regular Hours Paid

37.5 Hr. Workweek: 142.5 Hrs. (19 days)
40 Hr. Workweek: 152 Hrs. (19 days)

Over 15 Years:

Annual Leave will be	37.5 Hr. Workweek: 180 Hrs. (24 days)
Earned at the rate of	40 Hr. Workweek: 192 Hrs. (24 days)
9.24% of all Regular	
Hours Paid	

d. Effective with the beginning of the 2023 leave calendar year, employees hired before July 1, 2012 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	37.5 Hr. Workweek: 225 Hrs. (30 days)
Earned at the rate of	40 Hr. Workweek: 240 Hrs. (30 days)
11.55% of all Regular	
Hours Paid	

e. Regular Hours Paid as used in this Article include all hours paid except overtime, standby time, call-time, and full-time out-service training. Work-related disability time shall be included in regular hours paid as provided in Article 23, Section 3.

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

g. An additional personal day earned by an employee under the provisions of Article 11, Section 12. based on no sick leave usage during leave calendar year 2022 will be converted to an additional annual leave day at the beginning of the 2023 leave calendar year and thereafter be available for use in accordance this Article.

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

Section 3. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest bargaining unit seniority at the work site shall be given the 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 January 1 to March 31 of each year unless there are existing or subsequent Agreements on the selection period at appropriate local levels.

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

Section 5. Employees who become ill during their vacation will not be charged annual leave for the period of illness provided proof of such illness is furnished to the Employer upon return to work.

Section 6. Employees separated from the service of the Employer for any reason prior to taking their vacation, shall be compensated in a lump sum for the unused vacation they have accumulated up to the time of separation. Seasonal employees placed in no-pay status shall be allowed to carry-over up to a maximum of five (5) days from one calendar year to the next to be used after returning to work.

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

Section 7. Unused annual leave for permanent full-time employees only shall be carried over from one calendar year to the next provided that in no case shall the amount thus carried over exceed forty-five (45) days (360 hours). However, employees will be permitted to carry over annual leave in excess of the forty-five day limit into the first seven (7) pay periods of the next calendar year. Any days carried over in accordance with this Section which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be converted to sick leave, subject to the 300 day limitation contained in Article 11, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 8. If an employee is required to return to work after commencement of a prescheduled vacation, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours required to work on the prescheduled vacation day or days off. The employee shall be permitted to reschedule such vacation day or days in accordance with Section 3.

Section 9. The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to a furloughed employee who, during the recall period, returns to the Employer's payroll in a temporary capacity.

Section 10. Employees 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 11. Permanent employees who have one or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing leave privileges.

Permanent employees with less than one year of service since their last date of hire may not anticipate annual leave. Effective with the beginning of the 2023 leave calendar year, permanent employees with less than one year of service may, at the Employer's discretion, anticipate up to one day (7.5 or 8.0 hours) of annual leave before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for leave used but not earned.

Section 12. An employee who is furloughed and is not employed in another position within 14 calendar days of the effective date of furlough will receive a lump sum payment for all earned, unused annual leave unless the employee requests in writing before the end of the 14 calendar days to freeze all earned, unused annual leave.

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

If the employee is reemployed during the furlough recall period, annual leave which was frozen will be reinstated. If the employee is not reemployed prior to the expiration of the furlough recall period, the employee 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 13. The parties recognize the peak workload period is between Memorial Day and Labor Day and also recognize the difficulty in approving paid leave during this period. Therefore, the parties agree the Park Manager will attempt to grant a permanent employee, upon request, five consecutive days of paid leave in conjunction with four regular scheduled days off between Memorial Day and Labor Day. The time when these five consecutive days are scheduled must be approved by the Park Manager. In addition, the Park Manager will entertain requests for additional paid leave beyond the five consecutive days provided for above and the decision of the Park Manager shall be final and binding.

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

ARTICLE 11

SICK LEAVE AND BEREAVEMENT LEAVE

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

**Maximum Sick Leave
Entitlement Per Year**

Sick Leave will be earned at the rate of 4.24% of all Regular Hours Paid:	40 Hour Workweek: 88 Hours (11 days)
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Regular Hours Paid as used in this Article include all hours paid except overtime, standby time, call-time, and full-time out-service training. Work-related disability time shall be included in regular hours paid as provided in Article 23, Section 3.

Section 2. Employees shall earn sick leave from their date of hire and 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 in the opinion of the Employer, the employee has been abusing the sick leave privilege. 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 employee's absence from work, employees may use not more than five (5) days of such sick leave entitlement in each calendar year for that purpose. Immediate family for the purposes of this Section is defined as the following persons: husband, wife, child, foster child, parent, brother or sister of the employee. The Employer may require proof of such family sickness in accordance with Section 3 above.

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

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

Leave Service Credit	Sick Family Allowance
Over 1 year to 3 years	Up to 56 additional hours (7 days)
Over 3 years to 15 years	Up to 120 additional hours (15 days)
Over 15 years to 25 years	Up to 160 additional hours (20 days)
Over 25 years	Up to 208 additional hours (26 days)

b. During the initial 20 days (160 hours) of absence, paid annual and personal leave and/or unpaid leave shall be used and may include leave provided under Section 4 above. The additional sick family leave allowance must be used prospectively, and may not be retroactively charged for any of the initial 20 days (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, foster child, step-child, or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria.

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

Section 7. a. Employees who retire shall be paid for their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in Subsection b.

<u>Days Available at Retirement</u>	<u>Percentage Buy-Out</u>	<u>Maximum Days</u>
0 - 100	30%	30
101 - 200	40%	80
201 - 300	50%	150
over 300 (in last year of employment)	100% of days over 300	11

- b. Eligibility for payment of benefits under Subsection a. is as follows:
- (1) Superannuation retirement with at least five (5) years of credited service in the State and/or Public School Retirement Systems,
 - (2) Disability retirement, which requires at least five (5) years of credited service in the State and/or Public School Retirement Systems, or
 - (3) Other retirement with at least twenty-five (25) years of credited service in the State and/or Public School Retirement Systems.
 - (4) After seven (7) years of service, death prior to retirement or separation of service except as provided in Section 8.
- c. Such payments shall not be made for part days of accumulated sick leave.
- d. No payments under this Section shall be construed to add to the credited service of the retiring member or to the retirement covered compensation of the member.
- e. As soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

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

Section 9. The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. Temporary employees shall begin accruing sick leave in the same manner as full time employees at the beginning of their third year of employment provided they worked 750 regular hours by the end of the last full pay period in each of the preceding two calendar years. It is understood that this Section does not apply to a furloughed employee who, during the recall period, returns to the Employer's payroll in a temporary capacity.

Section 10. Employees 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 11. Permanent employees who have one or more years of service since their last date of hire may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing leave privileges. Permanent employees with less than one year of service since their last date of hire may not anticipate sick leave.

Section 12. Employees who use no sick leave in a leave calendar year shall earn one additional personal leave day to be used in the following leave calendar year. While sick bereavement shall not count for the purposes of this section; all other types of paid sick leave (personal sick leave, SPF sick leave, work-related injury sick leave and sick family), unpaid sick leave used for SPF reasons, and paid and unpaid leave used for work related injuries shall count for such purposes. Upon the conclusion of the 2022 leave calendar year, this paragraph will expire and be replaced by the paragraph immediately below.

Effective the beginning of the 2023 leave calendar year, full-time employees who use no sick leave in the first half (first 13 pay periods) of the leave calendar year shall earn one-half day (4 hours) of annual leave. Permanent, full-time employees who use no sick leave in the second half (last 13 pay periods) of the leave calendar year shall earn one-half day (4 hours) of annual leave. Leave earned will be available for use in the pay period following the pay period in which it was earned. While sick bereavement leave shall not count for the purposes of this provision; all other types of paid sick leave (personal sick leave, work-related injury sick leave and sick family), unpaid sick leave used for FMLA-qualifying reasons, and paid and unpaid leave used for work related injuries shall count for such purposes.

Section 13. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

ARTICLE 12

CIVIL LEAVE

Section 1. Permanent employees who have not volunteered for jury duty and are called for jury duty or are not a party in a civil or criminal court proceeding but are subpoenaed as a witness to attend such a court proceeding, shall be granted leaves with pay while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable.

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

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

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

Section 4. a. Permanent employees, while performing fire-fighting duties, civil air patrol activities or emergency management rescue work during a fire, flood, hurricane or other disaster, may be granted leave with pay.

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

ARTICLE 13

MILITARY LEAVE

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

Section 1. Military Reserve

a. All permanent employees of the Commonwealth who are members of reserve components of the Armed Forces of the United States shall be entitled to military leave with compensation for all types of training duty ordered or authorized by the Armed Forces of the United States. Such training 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 employee's regular rate of compensation for the employee's regular classification.

Section 2. Pennsylvania National Guard

a. In accordance with the Military Code as amended by Act 92 of 1975 and Act 174 of 1990, all permanent employees of the Commonwealth who are members of the Pennsylvania National Guard shall be entitled to military leave with compensation for all types of training duty (active and inactive) 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. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

Section 3. General

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

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

Section 4. Granting, Duration and Expiration

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

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

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

c. Military leave without pay shall expire:

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

Section 5. Re-employment

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

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

Section 6. Seniority Rights

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

Section 7. Retirement Rights

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

Section 8. Loss of Benefits

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

Section 9. Physical Examination

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

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

ARTICLE 14

LEAVES OF ABSENCE WITHOUT PAY

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

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

Section 3. Union officials or elected delegates shall be granted up to six (6) weeks leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official union conventions or conferences.

Commonwealth employees who have been selected, elected or appointed as Union representatives or officials may be granted leave without pay for a maximum of 20 days per calendar year for the purpose of conducting Commonwealth/Union business without loss of seniority credit. Such leave is to be properly requested in advance and will be granted subject to management's responsibility to maintain efficient operations.

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

Section 5. a. After completing one year of service, permanent employees shall be granted, upon written request, up to six months of sick leave without pay with benefits, on a rolling twelve month year basis, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted for less than two consecutive weeks. The request, which shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return.

If requested and properly documented as medically necessary, leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve month year. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks.

b. Employees shall be required to use all accrued paid sick leave upon commencement of sick leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Employees shall not be required to use

annual, personal, compensatory or holiday leave upon the commencement of sick leave without pay. If annual, personal or holiday leave is used, it will not reduce such entitlement, but it must be used at the commencement of the absence.

c. One aggregate six month entitlement of leave without pay with benefits will be provided for sick leave without pay used under this Section, parental leave without pay used under Article 15, Section 1.a., and family care leave without pay used under Article 36, Section 1. Leave used under these Articles will be deducted from the six month entitlement and run concurrently.

d. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Article 15, Section 1.a., and/or Article 36, Section 1, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has 1250 hours of actual work time within the twelve month period preceding commencement of the leave.

e. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 22, Section 3.

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

Section 6. Upon request of the employee, an extension of up to an additional six months of leave without pay shall be granted provided the employee provides proof of continuing illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return. The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits. It shall not be used on an intermittent or reduced-time basis. Upon certification from the employee's doctor that the employee is able to return to work, the employee shall be offered a position in the same classification and 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 employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

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

Section 7. Upon the expiration of any approved leave of absence without pay, except as provided in Section 6 above, Article 15, Section 3, Article 23, Section 7, and Article 36, Section 5, the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Article 26, Seniority.

Section 8. It is understood by both parties that the provisions of Sections 5, 6, and 7 are consistent with the Family and Medical Leave Act of 1993, 29 USC Sections 2601 et seq.

Leave without pay for illness for seasonal employees shall be in accordance with applicable laws.

Section 9. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 21 and 22 will continue for the period of time the employee is on sick leave without pay with benefits under Section 5 of this Article.

Section 10. Effective with the beginning of the 2023 leave calendar year, upon the expiration of any approved leave of absence without pay, except as provided in Article 15, Section 12 and in Article 23, Section 7, the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Article 26, Seniority.

Section 11. Effective with the beginning of the 2023 leave calendar year, Sections 5 through 9 of this Article shall expire, and be replaced by the provisions of Article 15, Sections 10 through 17, except that employees who commenced a leave under this Article prior to that time shall continue to be governed by the provisions of this Article at the time their leave commenced.

ARTICLE 15

PARENTAL LEAVE/FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

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

Section 1. General

a. After completing one year of service, all permanent employees of the Employer who become parents through childbirth or formal adoption or placement of a child with an employee for foster care shall be granted up to six months of parental leave without pay with benefits upon request, on a rolling twelve month year basis, provided the employee 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 or reduced-time basis during the first twelve weeks of absence. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks.

b. One aggregate six month entitlement of leave without pay with benefits will be provided for parental leave without pay used under Section 1.a., sick leave without pay used under Article 14, Section 5.a., and family care leave without pay used under Article 36, Section 1. Leave used under these Articles will be deducted from the six month entitlement and run concurrently.

c. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Article 14, Section 5.a., and/or Article 36, Section 1, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave.

d. Upon request of the employee, an extension of up to an additional six months of leave without pay shall be granted. The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits. It shall not be used on an intermittent or reduced-time basis.

e. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 22, Section 3.

Section 2. Granting Leave

a. An employee shall submit written notification to the immediate supervisor stating the anticipated duration of the leave at least two weeks in advance if circumstances permit. Parental leave shall begin whenever employees request on or after the birth, adoption or foster care placement. However, it may be used prior to the date of custody or placement when required for adoption or placement to proceed. No parental leave shall be granted beyond one year from the date of birth, of assuming custody of an adopted child or of placement of a foster child.

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

c. During the first six months of absence under Section 1.a. of this Article, the duties of the employee's position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a substitute employee.

Section 3. Re-employment

a. During the first six months of absence under Section 1.a. of this Article, an employee shall have the right to return to the same position in the same classification held before going on parental leave, or to an equivalent position with regard to pay and skill.

During any extension period, under Section 1.d. of this Article, the employee, upon written request to return to work, 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 employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

b. The employee's anniversary date shall be extended in accordance with Section 5.24 of the Commonwealth's Personnel Rules (relating to leave without pay).

Section 4. Seniority Rights

Upon return from parental leave, an employee shall retain all seniority and pension rights that had accrued up to the time of leave, but these rights shall not accrue during the approved parental leave without pay.

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

An employee shall be required to use all accrued paid sick leave for the period that she is unable to work as certified by a physician upon commencement of parental leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Employees shall not be required to use annual, personal, compensatory or holiday leave upon the commencement of leave without pay; however, if annual, personal or holiday leave is used, it also will run concurrently with and reduce such entitlement. Unused leave shall be carried over until return. An employee shall not earn annual, personal, and sick leave while on parental leave without pay.

Section 6. Benefits

State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 21 and 22 will continue for the period of time the employee is on parental leave without pay with benefits under Section 1.a. of this Article.

Section 7. Guidelines

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

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

Parental leave benefits for seasonal employees shall be in accordance with applicable laws.

Section 9. Effective with the beginning of the 2023 leave calendar year, Sections 1 through 8 of this Article shall expire and be replaced by the provisions of Sections 10 through 17 of this Article.

Section 10. General

a. After completing one year of service, an employee shall be granted up to 12 weeks of FMLA leave with benefits, on a rolling twelve month year basis, provided the employee 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 employee shall be granted the 12 week entitlement provided by this Subsection if the employee 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 employee'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 employee'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 employee attends to the serious injury or illness of a covered service member or veteran who is a family member.

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 employee, an extension of up to an additional nine months of leave without pay shall be granted for the following reasons:

- (1) employee 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 10.f.

d. Upon request, up to 13 weeks (91 calendar days) of leave without pay with benefits may be granted to a permanent employee 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 noncompensable workers' compensation claims, Subsection 10.a. of this Article applies. When the employee does not meet eligibility requirements for leave under Subsection 10.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 employee 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. 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 11. Granting Leave

a. An employee 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 employee 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 employee caring for family members, documentation supporting the need for care is required.

- (3) For an employee who becomes a parent, documentation is required and FMLA leave shall begin whenever the employee 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 employee 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 12. Re-employment

a. A permanent employee 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 10.a. and the first 14 weeks of leave as described under Section 10.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 employee 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 employee 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 employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee 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 employee's right to reemployment as set forth in this section will be to a position at the work site in which the employee was assigned to work prior to the FMLA leave for absences under Section 10.a., provided that a position in the employee's classification continues to exist at the work site and further provided that the employee is not subject to a transfer or furlough as provided for in Article 26.

c. Employees who use 26 weeks or more of paid leave (12 weeks of leave under Section 10.a. and the first 14 weeks of leave under Section 10.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 10.a. and the first 14 weeks of leave under Section 10.c.) are in accordance with Subsection b.

Section 13. Seniority Rights

Upon return from FMLA leave, a permanent employee 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 10.a., and during the extension period under Section 10.c.

Section 14. Annual, Sick, Compensatory and Holiday Leave

a. An employee 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 employee 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 employee shall not be required to use annual, compensatory or holiday leave upon the commencement of FMLA leave, except as provided for in Subsection 10.f. of this Article. If any paid leave is used, it will run concurrently with and reduce the entitlements under Sections 10.a. and 10.c. of this Article. Unused leave shall be carried over until return. An employee shall not earn annual and sick leave while on leave without pay. Holidays will be earned based on Article 7, Holidays.

b. An employee 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 employee 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 10.c. of this Article.

Section 15. Benefits

a. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 21 and 22 will continue during FMLA leave under Section 10.a. and for the benefit-eligible period of leave under Section 10.c. of this Article.

b. The continuation of benefits under this Article is subject to the employee's payment of any required employee contribution under Article 22, Section 3.

Section 16. 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 employee when the employee was a son or daughter.

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

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 17. 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 10 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, 2021, each DCNR Ranger and DCNR Ranger Supervisor covered by this Agreement will migrate from the October 1, 2020 pay schedule to the pay schedule outlined in Appendix C in accordance with the placement matrix outlined in Appendix B. Also effective July 1, 2021, DCNR Ranger Trainees will be placed at the singular step/pay rate designated for that classification on the pay schedule outlined in Appendix C. Employee pay increases which result

from this migration shall be retroactive to July 1, 2021.

The differential between the hourly rates for Steps A through F of Longevity Range 6 for the DCNR Ranger and the DCNR Ranger Supervisor salary schedules will be 4.3%.

Section 2. Effective July 1, 2022 the Step A hourly rate for Longevity Range 6 will be increased 1.0% for the DCNR Ranger and the DCNR Ranger Supervisor salary schedule. (The differential remains standardized at 4.3%). This increase is reflected in the Pay Schedule in Appendix D.

Section 3. Effective July 1, 2023, the Step A hourly rate for Longevity Range 6 will be increased 1.0% for the DCNR Ranger and the DCNR Ranger Supervisor salary schedule. (The differential remains standardized at 4.3%). This increase is reflected in the Pay Schedule in Appendix E.

Section 4. A permanent salaried employee whose salary exceeds the maximum of the employee's applicable pay range when the general pay increases outlined in Sections 2, and 3 are effective shall receive the annual amount of the general pay increase, based on the employee's pay rate in effect on the date prior to the general pay increase, in the form of a one-time cash payment rounded to the nearest dollar. The cash payment shall be paid no later than the next payday after the general pay increase is reflected in the paychecks of employees who are not above the maximum.

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

Section 5. a. All employees whose salary is below the maximum of their applicable pay range (Step F) shall receive an increment of one step effective the first day of the first full pay period in the month in which their anniversary date falls in fiscal years 2021-2022, 2022-2023 and 2023-2024.

b. The anniversary date for seasonal employees hired on or after July 1, 2007 shall be one year from the date of hire.

Section 6. a. In addition to the base salary, employees shall be entitled to longevity in the table in Appendix A.

b. All permanent full-time employees whose salary is above the maximum (Step F) of the base range for their applicable pay range shall receive one longevity step increase effective the first day of the first full pay period in the month in which their longevity date falls in fiscal years 2021-2022, 2022-2023 and 2023-2024.

A permanent full-time employee who is at Step F of the base range will receive the first longevity increase, effective the first day of the first full pay period in their longevity month on or

after the July following attainment of 6 years of service. Such employees will move to the next longevity step following the attainment of one additional year of service.

Notwithstanding the above language, employees shall not be placed at a Longevity Level higher than their length of service in the bargaining unit.

Employees who have had periods of leave without pay shall have their longevity dates adjusted in accordance with existing policies for adjustments to longevity dates.

c. A seasonal employee who is at Step F of the base range will receive the first longevity increase, effective the first day of the first full pay period in their longevity month on or after the July following attainment of 12,481 hours. For the purposes of this Subsection, a seasonal employee's longevity month will be the month in which they attain 12,481 hours. Such employees will move to the next longevity step effective the first day of the first full pay period in which they attain an additional 2080 hours of service.

Notwithstanding the above language, employees shall not be placed at a Longevity Level higher than their length of service in the bargaining unit.

For the purpose of determining the hours requirement above, seasonal employees will be credited with a year of service for each 2080 regular hours worked as a Park Ranger 2, Park Ranger Supervisor, DCNR Ranger and DCNR Ranger Supervisor.

Regular hours worked shall include all hours paid except overtime, standby time, call time, and full-time out-service training. Work-related disability shall be included in regular hours paid as provided for in Article 23.

Section 7. a. All permanent full-time employees shall have their years of service as seasonal Park Rangers 2, Park Ranger Supervisors, DCNR Rangers and DCNR Ranger Supervisors count toward longevity as provided in Section 6.

b. Seasonal employees who transfer to permanent full-time positions after July 10, 1993, shall have their years of service as seasonal Park Rangers 2 and DCNR Rangers count toward longevity as provided in Section 6.

Section 8. When an employee covered by this Agreement is promoted, demoted or transferred to another classification assigned to the same or a different pay range the employee will move to the same pay step and longevity range (step to step) in the appropriate pay range of the new classification.

Section 9. The cash payments provided for in this Article shall not be added to the employee's base salary. The cash payments will be subject to dues deductions where applicable.

Section 10. An employee in an inactive pay status shall, upon return to active status, be entitled to the above general pay increases outlined in Sections 2 and 3, the cash payments outlined in Section 4

where applicable and the increments outlined in Section 5 where applicable.

Section 11. The salaries of employees shall be paid biweekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

Section 12. The policies regarding pay range revisions contained in Commonwealth of Pennsylvania's Personnel Rules shall continue.

Section 13. All employees must sign up for direct deposit of their earnings.

Section 14. Effective July 1, 2021, there shall be Steps denoted as First Class and Master Class. Employees shall advance to First Class after eight (8) years of service within the bargaining unit. The differential rate for First Class shall be 1.5% above the base rate (Step F) rate upon commencement of their ninth (9th) year of credited service within the bargaining unit. The appropriate longevity increment based on total years of service shall then be applied to that rate.

The Master Class differential shall be an additional .5% above the base rate (Step F) rate upon commencement of an employee's nineteenth (19th) year of credited service within the bargaining unit. The appropriate longevity increment based on total years of service shall then be applied to that rate.

Section 15. The time spent commuting by a DCNR Ranger Trainee between their residence and the Academy, or between their residence and DCNR-provided housing, or between DCNR-provided housing and the Academy shall not be considered time worked for any purpose, including compensation and/or overtime.

ARTICLE 17

OVERTIME

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

- a. For any work performed in excess of eight hours in any work day or in excess of 40 hours in any work week.
- b. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsection a. 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, except 1) Where the Employer exercises its option to pay for a holiday which occurs on an employee's day off in lieu of granting time off with pay or the employee consents to forego a day of paid leave. 2) Where the employee is paid for compensatory time earned as a result of working a holiday.
- c. Annual leave.
- d. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- e. Personal leave day.
- f. Sick leave.
- g. Civil leave.
- h. Administrative leave.

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

Employees on a five-day-per-week schedule shall be paid double time for hours worked on the second scheduled day off in the work week provided the employees are in an active pay status on their five (5) regularly scheduled work days and work their first scheduled day off in the work week. If such employees are in an active pay status their next five (5) regularly scheduled work days and work their next scheduled day off or their next two (2) scheduled days off, they shall be paid double time for hours worked on those days.

Section 4. By mutual agreement between the Employer and the employee 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. The compensatory time off shall be scheduled for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the compensatory time is not granted within this time period, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off. By mutual consent of the Employer and employee involved, such scheduling period may be extended an additional 60 calendar days.

Section 5. The Employer will attempt to equalize overtime during each one-half calendar year between or among the employees within the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work among those employees who have stated a willingness to work overtime. In the event that there is an insufficient number of volunteers, the Employer shall have the right to assign such work on a

non-volunteer basis beginning with the least senior of those employees who has had the least assigned overtime on a non-volunteer basis during that period. Nothing in this Section shall require the Employer to accept as a volunteer or to assign overtime to employees where they would be entitled to double time for such overtime work.

An employee declining overtime shall be credited with the overtime worked by the employee accepting or assigned to the overtime for equalization purposes. Employees may be passed over in order to comply with the equalization requirements.

An employee submitting a written statement of willingness to work overtime or withdrawing the written statement of willingness to work overtime after the beginning of a six-month equalization period shall be credited for equalization purposes with an amount of overtime equal to the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time of submitting or withdrawing the statement. This paragraph shall be superseded by any existing or subsequent procedure mutually agreed upon in writing by the Employer and the Union at the agency or Park/Forest District level.

Lists showing accumulations of overtime within each equalization unit during the preceding six-month period shall be posted every six months unless otherwise agreed to at the Park/Forest District level.

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 labor-management meetings 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 department or agency. After a period of forty-five (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 member selected by the Union, one staff member of the Employer, and one impartial arbitrator jointly selected by the parties.

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

Section 6. Payment for overtime is to be made on the pay day of the first pay period following the pay period in which the overtime is worked. For the purpose of this Section, and in the determination of this time, pay periods will be considered as after-the-fact.

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 employee's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of this Article.

Section 8. As practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

ARTICLE 18

SHIFT DIFFERENTIAL

Section 1. An employee whose work shift consisting of 8 work hours on a scheduled work day begins before 6:00 a.m. or at or after 3:00 p.m. will be paid a shift differential of \$1.25 per hour for all such hours worked on that shift

Section 2. Employees who work overtime on their shift as described in Section 1 or who work not less than a full 8 hour shift which begins before 6:00 a.m. or at or after 3:00 p.m. on a day other than a scheduled work day will receive the shift differential for each non-premium hour worked and will have the shift differential described in Section 1 included in the base rate for the purpose of computing the appropriate overtime premium rate. An employee who works overtime after or before a scheduled shift for which shift differential is not applicable, whether or not the overtime work is for a full 8 hour shift, shall not receive shift differential or have it included in the base rate for computing the overtime premium rate.

ARTICLE 19

CALL TIME

Section 1. Employees who have been called into work outside of their regular shift schedule shall be guaranteed a minimum of four (4) hours' work. Call time pay begins when the employee reports to the assigned work site ready for work. There shall be no duplication of hours.

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

ARTICLE 20

STANDBY TIME

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

ARTICLE 21

LIFE INSURANCE

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

Section 2. a. Permanent employees who are granted sick leave without pay, parental leave without pay, or family care leave without pay will continue to receive 100% state-paid coverage under the current life insurance plan for up to six months. Permanent employees who are on sick, parental, or family care leave without pay for longer than six months may remain in the program for an additional six month period by paying the entire premium.

b. Except as provided in c. below, those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental or family care leave for longer than one full pay period may remain in the program for up to one year by paying the entire premium.

c. Permanent employees 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 100% state-paid coverage for the period they are on leave. If the leave extends beyond the regular leave period, employees may remain in the program for up to one year by paying the entire premium.

Section 3. The Employer shall assume the entire cost of life insurance coverage for seasonal employees during their period of active employment provided they worked at least six months (1040 hours) in the prior calendar year. The amount of insurance is based on the employee's base

pay received during the prior calendar year, 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 4. The Employer shall continue to provide each employee who is covered under the currently existing life insurance plan with fully paid accidental death benefits for work-related accidental deaths. The amount of coverage is \$10,000, unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

ARTICLE 22

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 AFSCME Council 13, American Federation of State, County and Municipal Employees, AFL-CIO and the Employer. This jointly administered Fund is known as the Pennsylvania Employees Benefit Trust Fund (hereinafter 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 of each fiscal year specified below:

July 2021 – June 2022	\$519 biweekly per employee
July 2022 – June 2024	\$536 biweekly per employee

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

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 bimonthly 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 or any combination of four (4) management or 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.

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 Subsection c. above.

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

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

a. 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 2021 – June 2024	2.5%
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Employee contributions shall be effective the first full pay period in July of the periods 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 2021 – June 2024	2.5%	2.5%	5.0%

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

c. (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 in 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 in Section 3.a.

d. Only employees who elect to enroll for PEBTF coverage, including those who enroll only for supplemental benefits, are subject to the employee contributions as described in Section 3.a. and b. of this Article. An employee who is only enrolled as a spouse of another PEBTF covered employee is not subject to any required employee contributions.

e. Employee contributions as described in Section 3.a. and b. of 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 sick leave without pay (Article 14), parental leave without pay (Article 15) or family care leave without pay (Article 36) may continue to receive benefits as determined and extended by the Fund for up to six months.

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

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

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

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

Section 5. Spousal Eligibility

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

b. For employees hired before August 1, 2003: Effective October 1, 2003, if the spouse of an employee covered by any PEBTF health plan also is eligible for coverage under another employer's plan(s), the spouse shall be required to enroll in each such plan, provided that

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

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

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

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

c. Employees hired after July 1, 2011 who elect REHP coverage upon retirement shall be required to contribute to the cost of coverage. The annual retiree contribution rate during the term of this agreement shall be three (3) percent 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 annual retiree contribution rate for Medicare eligible retirees will be reduced to one-and-one-half (1.5) percent of the employee's 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. Employees hired on or before July 1, 2011, who retire during the term of this agreement, shall continue to have no contribution in retirement.

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, for annuitants who retire under (1), (2), or (3) below and who have elected REHP coverage.

(1) Retirement at or after superannuation age with 20 years of credited service in the State and/or Public School Retirement Systems, except that

(a) an employee who leaves State employment prior to superannuation age and subsequently retires at or after superannuation age must have 25 years

of credited service in the State and/or Public School Retirement Systems,

(b) an employee who is furloughed prior to superannuation age and subsequently retires at or after superannuation age during the recall period must have 20 or more years of credited service in the State and/or Public School Retirement Systems,

(c) an employee who leaves State employment prior to superannuation age and is subsequently rehired and then retires at or after superannuation age must have 20 or more years of credited service in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.

(d) an employee who leaves State employment subsequent to superannuation age and is subsequently rehired and then retires must have 20 or more years of credited service in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.

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

the most recent rehire period, this three year requirement will not apply.

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. a. Seasonal employees shall be given the option to buy the medical plan benefits and supplemental benefits, as determined and extended by the Fund, for themselves and eligible dependents from the PEBTF. Each seasonal employee who elects this option will be billed by the PEBTF an amount equal to the direct pay rates approved by the trustees of the PEBTF and in accordance with the policies established by them for direct pay subscribers.

Employees who, as of July 1, 1999, were purchasing either medical plan benefits or supplemental benefits will be able to continue to purchase these benefits separately.

b. Seasonal employees who work 1,040 regular hours or more in a contract year shall be reimbursed, to a maximum of 50% of the annual contribution provided for in Section 1.c. above for actual verified, out-of-pocket premium costs as follows:

For medical plan benefits, prescription drug benefits and supplemental benefits:

50% of:

\$519 biweekly	July 1, 2021 – June 30, 2022
\$536 biweekly	July 1, 2022 – June 30, 2024

For medical plan benefits only, prescription drug benefits only, or for supplemental benefits only, seasonal employees shall be reimbursed for actual verified, out-of-pocket premium costs, to a maximum of 50% of that portion of the Employer's annual contribution attributable either to medical plan benefits, prescription drug benefits, or to supplemental benefits, as applicable. The PEBTF will determine the portion of the Employer's contribution set forth in Subsection 1.c. attributable to medical plan benefits, prescription drug benefits, and supplemental benefits, respectively, in each year, based on the proportion of actual expenses incurred in the preceding year.

c. The reimbursement outlined in Subsection b. shall be calculated at the end of the contract year in which the hours are completed and reimbursement shall be made to the employee within 90 days thereafter.

d. For purposes of this Section, regular hours worked shall include all hours paid except overtime, standby time, call-time and full-time out-service training. Work-related disability shall be included in regular hours paid as provided for in Article 23. Annual leave buy out shall not be included as hours worked.

Section 9. Bargaining unit members will receive health benefits which are equal to any other unit subject to PEBTF.

Section 10. The parties shall meet and discuss over the health benefits and employee contributions for full-time and seasonal employees pursuant to the implementation of the Affordable Health Care Act.

ARTICLE 23

WORK-RELATED INJURIES

Section 1. An employee who sustains a work-related injury, during the period of this Agreement, as the result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Insurance Program, shall be entitled to work-related disability leave. Work-related disability leave is a leave of absence for which the employee will be paid full pay reduced by an amount that yields a net pay, including workers' compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding and social security and retirement contributions. Work-related disability leave shall be payable for an aggregate of 12 months or for the duration of the disability, whichever is the lesser. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred.

Section 2. There shall be no reduction in credited service under the State Employees' Retirement Code during the period of time that the employee is on work-related disability leave.

Section 3. An employee who qualifies for work-related disability leave shall not be entitled to use sick, annual or personal leave during the period of eligibility. An employee who sustains a work-related injury during the period of this Agreement shall earn sick leave and annual leave on 34% of the work-related disability leave hours used. Personal leave shall not be earned during work-related disability leave.

Section 4. At the expiration of the period of eligibility, if an employee continues to receive workers' compensation, the employee may elect to continue the amount of pay provided in Section 1 by using accumulated sick leave. One full day of sick leave (8 hours) will be charged for each day that the amount of pay provided in Section 1 continues. Employees will not be permitted to use partial sick days. Except as provided herein, sick leave or other paid leave may not be used when workers' compensation is payable.

An employee who does not elect to use accumulated sick leave at the expiration of the period of eligibility as provided above, will be placed on leave without pay in accordance with Section 7 below and will not be entitled to receive state-paid life insurance or state payments toward coverage for health benefits. The employee election to use or not use sick leave under this Section cannot be changed more than once.

Section 5. An employee is required to refund to the Employer the amount of overpayment of pay if an overpayment results because a claim denial is issued under the operation of the Workers' Compensation Insurance Program. In no case shall an employee be entitled to full pay and workers' compensation and/or social security for the period of eligibility. The Employer shall recover any amount in excess of the employee's work-related disability leave amount. Failure to apply for or report social security or other applicable disability benefits to the Employer will result in the termination of work-related disability leave.

Section 6. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 21 and 22, will continue for the period of time that the employee is on work-related disability leave under Section 1 and using sick leave after the expiration of the period of eligibility in accordance with Section 4.

Section 7. An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Article 26, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the work-related disability leave and the end of the guarantee in this Section, the employee will be on leave without pay unless the employee is using sick leave in accordance with Section 4 of this Article.

Section 8. The compensation for disability retirement arising out of work-related injuries shall be 70% of the final average salary less workers' compensation and Federal social security benefits.

Section 9. The Commonwealth agrees to the use of modified duty where operationally feasible, where the employee is able to work only in a limited capacity and the prognosis for the injury indicates that the employee will be able to resume all of the duties of the employee's classification in a reasonable period of time. The decision to assign employees to modified duties shall be made on a case-by-case basis, and shall be made with the goal of returning the employee to normal duties as soon as possible. The Employer may terminate a modified duty assignment for legitimate operational reasons or when it becomes apparent that the employee will not be able to resume the full duties of the employee's classification within a reasonable period of time.

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

The Union may appeal modified duty assignments that they feel are at variance with this provision through the grievance procedure outlined in Article 33 of this Agreement.

Section 10. This Article shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

ARTICLE 24

CLASSIFICATION

Section 1. The position classification plan, as established and maintained by the Employer, consists of a schedule of classification titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the work of the classification. If employees consider their positions to be improperly classified, the employees may process an appeal for a reallocation of their position through the grievance procedure as set forth below.

When employees submit a grievance, they shall attach to the grievance a description of the job on a properly completed OA-370.

If a determination is made by the Employer in the course of an employee appeal that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing.

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

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

Step 1. The employee or Association Representative, as appropriate may, present the grievance to the Office of Administration, Bureau of Organization Management, preferably via email to the Office of Administration's Classification Grievances resource account (RA-OAClassGrievances@pa.gov). The employee or the Association, as appropriate shall attach to the grievance a description of the job and all other relevant documents. The Grievance and Arbitration Division shall have 15 working days to contact the employee or Association, as appropriate to schedule a hearing. In the case of grievances involving a downward reclassification or a temporary working out of classification assignment under Section 3 of this Article, the employee shall present the grievance within

15 working days of the date of the occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of this occurrence. The employee and an Association representative may be present at the hearing. The 15-working day period may, however, be modified by mutual agreement. Within 60 days of the completion of the audit and hearing, the Grievance and Arbitration Division will issue a grievance response to the employee or the Association, as appropriate.

Step 2. In the event the grievance has not been satisfactorily resolved at Step 1, the Association may file a written notice of its intent to proceed to arbitration to the Office of Administration, Bureau of Organization Management, preferably via email to the Office of Administration's Classification Grievances resource account (RA-OAClassGrievances@pa.gov), within 15 working days after the response from Step 1 is issued or due. Such appeals will be reviewed by a panel which shall consist of three (3) members; one member appointed by the Employer, one member appointed by the Union, and a third member selected by the parties jointly from a list of five names to be mutually agreed upon by the Employer and the Union. The third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth and must be knowledgeable in the field of position classification.

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

The findings of the panel shall be submitted to the parties within thirty (30) days after the hearing or receipt of transcript when taken. The determination of the panel shall be advisory only as to the Employer.

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

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

Section 3. Management recognizes that the primary duty and responsibility of an employee in this unit is visitor services and protection. The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee temporarily is charged to perform in general the duties and responsibilities of a higher classification that are separate and distinct from those of the employee's own classification for a period of any five (5) full cumulative days in a calendar quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to four and one-half percent of the employee's current rate of pay, or at the starting rate of the pay range for

the higher class, whichever is greater. An employee while temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher level duties on the 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 (5) full cumulative days in a quarter. Once the requirement for the five full cumulative day threshold has been met, payment shall be included in the biweekly pay check. If the position is filled permanently by other than the person temporarily filling the position, the person temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits for such increments to which they would have been entitled had they remained in their normal assignment. An employee or employees shall not be temporarily assigned to perform in general the duties and responsibilities of a higher classification for more than nine (9) continuous months or the length of the leave of absence of the employee being replaced, whichever is greater.

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

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

Section 4. Under Section 2 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 by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 5. The Employer and the Union agree to create a Job Evaluation Committee to review the creation of new classifications and the modification of existing classifications.

Any dispute over job specification content or pay range will be submitted to an arbitration panel within 45 days of the submission of the issue to the Job Evaluation Committee. The arbitration panel shall be composed of three members; one appointed by the Union, one appointed by the Employer and the third to be mutually agreed upon or selected from a list of arbitrators supplied by the Pennsylvania Bureau of Mediation. The decision of the panel shall be advisory to the parties to this Agreement.

Section 6. Agency management and the Union will meet and discuss on the development of job descriptions, and enforcement philosophy and practice. They will also meet and discuss with respect to supervision.

Section 7. For purposes of dealing with the public and other law enforcement agencies, DCNR Ranger Supervisors shall be referred to as Chief Rangers.

ARTICLE 25

DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a disciplinary demotion, suspension, or discharge beginning at the third step of the grievance procedure, within fifteen (15) working days of the date of its occurrence, and subject to any conditions set forth in the grievance procedure under Article 33. The President of the Association and the Association legal counsel shall be provided a copy of the disciplinary letter sent to the employee. The failure of the Employer to comply with the preceding notification requirements will not affect the validity of the action, but will suspend the time period set forth in Step III of Section 2 of Article 33, Grievances and Arbitration, until the notification is sent.

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

Section 3. a. The provisions of Section I shall not apply during the initial 365 calendar days of probationary employment of a newly hired DCNR Ranger Trainee, or in the case of seasonal employees, during the first 2080 regular straight-time hours of employment.

b. The provisions of Section I shall not apply during the initial 180 calendar days of probationary employment of a newly hired DCNR Ranger.

c. The probationary employment periods referenced in a. and b. above can be extended by written agreement between the Employer and the Union for an additional period, during which time Section I shall not apply. The Union shall advise the Employer of its representative for purposes of this Section.

d. The contractual probationary period shall be cumulative; periods of leave without pay and work-related disability leave shall not count toward the initial probationary period or any extension period, except that a seasonal DCNR Ranger Trainee on leave without pay status shall receive credit towards the contractual probationary period for Act 120 training or other required training taken during the period of leave without pay. A seasonal DCNR Ranger Trainee who takes

training during a leave without pay period shall not be granted seniority credit for time spent in such training.

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

Section 5. The Employer and the Union agree to continue the alternative forms of discipline in lieu of suspension actions program in accordance with the sideletter dated December 18, 1997.

ARTICLE 26

SENIORITY

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

a. Classification seniority standing for the purpose of promotion shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in the employee's current classification. Service under this Subsection also shall include unbroken service in the Forest Ranger classification.

b. Bargaining Unit seniority standing for the purpose of furlough shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in classifications covered by this Agreement. Service under this Subsection also shall include unbroken service in the Forest Ranger classification.

c. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following procedure: The number of regular hours paid (all hours except overtime, standby time, and call-time) 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; and leave without pay for work-related injuries in accordance with Article 23, Section 7 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 employee's accumulated total.

d. Employees who served in the Armed Forces of the United States during periods of war in which the United States was or is engaged as listed below shall be responsible for providing proof of military service to their human resource officer within sixty (60) days of their first day of work in order to receive seniority credit in accordance with the Preference in Public Employment Act of 1945, P.L. 837. When the Employer determines that a furlough is necessary and there is no proof

of military service in an employee's personnel file, the Employer shall not be held liable for any pay or benefits for any affected employees for a period of 30 days after the notice has been provided.

e. Applicable periods of war are as follows:

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

Section 2. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report within ten (10) consecutive working days of recall, expiration of recall period, failure to report after leave and acceptance of other permanent employment while on leave. This shall not restrict the Employer's right to take whatever personnel action it deems warranted for any of the above. If service is broken by any of the above, the employee shall lose Bargaining Unit and Classification seniority. If an employee is returned within one (1) year after such break in service, the employee 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.

Section 3. Seniority lists shall be prepared for each seniority group and revised where necessary every six (6) months. Appropriate seniority dates 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 President of the Union upon request not more than once every six (6) months.

Section 4. The Employer agrees to post all vacancies, which are to be filled within the seniority unit at appropriate work locations for at least fifteen (15) calendar days prior to filling, unless an emergency requires a lesser period of time.

Section 5. a. Whenever the Employer deems it necessary to fill a permanent, full-time DCNR Ranger vacancy, existing DCNR Rangers may bid on the vacancy provided the following criteria are met:

- (1) The absence of any discipline above the level of a written reprimand during the 12 months preceding the closing date of the posting; and
- (2) The absence of an overall rating of “unsatisfactory” or “needs improvement” in their current performance evaluation.

Seasonal employees wishing to bid on the vacancy must also meet the following additional criteria:

(3) Successful completion of training in accordance with Article 38 as of the closing date of the posting.

b. Where skill and ability are equal among permanent full-time DCNR Rangers seeking a lateral transfer to a vacant permanent full-time DCNR Ranger position, management may fill the vacancy by selecting either:

(1) The bidding permanent full-time DCNR Ranger with the greatest bargaining unit seniority on a statewide basis; or

(2) Any bidding DCNR Ranger (permanent or temporary/seasonal) on a statewide basis whose bargaining unit seniority is at least 50% of that of the employee referenced in (1) above.

Where there is no eligible bidder under subsection (1) above, or if the position is not filled under subsection (2) above, then management may fill the position by selecting:

(3) Any bidding seasonal DCNR Ranger who is/are employed by the Park/Park Complex of Forest District where the vacancy exists and who:

i. Has worked at least 2080 hours as a Park Ranger 2, Forest Ranger and/or DCNR Ranger as of the closing date of this posting; and,

ii. Is within the highest pay step of bidding employees, provided that a minimum of six (6) bidding employees are within the highest step. If less than six bidding employees are within this step, all bidding employees within the next lower pay step will be included. If the minimum of six eligible bidding employees is still not reached, all bidding employees in the next lower pay step will be included, until the minimum of six bidding employees is reached.

c. If the vacancy cannot be filled in accordance with the procedure outlined in Section 5.b. above, it shall be filled in accordance with the Pennsylvania Civil Service Act.

d. The procedure provided in subsection 5.b. above shall be followed except in the following instances:

(1) Where it is necessary to comply with the provisions of applicable law and rules relating to the Commonwealth's Equal Employment Opportunity Program.

- (2) Where the job involved requires highly specialized skill, training and expertise and there are no employees in the classification immediately below the vacancy who possess such qualifications.
 - (3) Whenever a position is reclassified upward to correct an improper classification or to reflect an accretion of duties or reorganization of duties, then the incumbent shall be awarded the higher position.
- e. For purposes of this Section, the seniority unit shall be state-wide.

Section 6. a. Whenever the Employer deems it necessary to fill a permanent, DCNR Ranger Supervisor vacancy, existing employees may bid on the vacancy provided the following criteria are met:

- (1) The absence of any discipline above the level of a written reprimand during the 12 months preceding the closing date of the posting; and,
 - (2) The absence of an overall rating of “unsatisfactory” or “needs improvement” in their current performance evaluation.
- b. Where skill and ability are equal among employees seeking a vacant permanent full-time DCNR Ranger Supervisor position, management may fill the vacancy by selecting either:
- (1) The bidding full-time DCNR Ranger Supervisor with the greatest bargaining unit seniority on a statewide basis in accordance with management’s discretion as outlined Section 11 of this Article; or,
 - (2) Any bidding DCNR Rangers who are employed by the Park/Park Complex or Forest District where the vacancy exists with equal or greater bargaining unit seniority than the most senior bidding DCNR Ranger Supervisor under subsection (1) above; or,
 - (3) Any bidding DCNR Rangers statewide may be selected under the following procedure:

When a vacancy is to be filled with a DCNR Ranger, those DCNR Rangers who wish to bid on the vacancy shall submit their name to the Employer on a bidding form available from an agency office specified on the posting. Bids must be submitted within the time period specified on the posting.

Those bidding employees who meet the following criteria and who meet the minimum experience and training requirements for the DCNR Ranger Supervisor classification will be interviewed for the vacancy:

Must be within the highest pay step of bidding employees, provided that a minimum of six (6) bidding employees are within the highest step. If less than six bidding employees are within this step, all bidding employees within the next lower pay step will be included. If the minimum of six eligible bidding employees is still not reached, all bidding employees in the next lower pay step will be included, until the minimum of six bidding employees is reached.

In addition, all bidding salaried employees who are employed by the Park/Park Complex or Forest District where the vacancy exists and who meet the minimum experience and training requirements for the DCNR Ranger Supervisor classification will be interviewed for the vacancy.

After interviewing the candidates, management will select the person to fill the vacancy.

- c. If the vacancy cannot be filled in accordance with the procedure outlined above, it shall be filled in accordance with the Pennsylvania Civil Service Act.
- d. The procedure provided above shall be followed except in the following instances:
 - (1) Where it is necessary to comply with the provisions of applicable law and rules relating to the Commonwealth's Equal Employment Opportunity Program.
 - (2) Where the job involved requires highly specialized skill, training and expertise and there are no employees in the classification immediately below the vacancy who possess such qualifications.
 - (3) Whenever a position is reclassified upward to correct an improper classification or to reflect an accretion of duties or reorganization of duties, then the incumbent shall be awarded the higher position.
- e. For purposes of this Section, the seniority unit shall be state-wide.

Section 7. When the Employer determines a furlough is necessary within a seniority unit, the following procedure will be utilized:

- a. A DCNR Ranger Supervisor who is affected by the furlough will bump the least senior, permanent, full-time DCNR Ranger Supervisor within the seniority unit provided the DCNR Ranger Supervisor has more seniority than the least senior DCNR Ranger Supervisor. If such a bump is not available, the DCNR Ranger Supervisor will bump the least senior permanent, full-time DCNR Ranger within the seniority

unit provided the DCNR Ranger Supervisor has more seniority than the least senior permanent, full-time DCNR Ranger. If such a bump is not available, the DCNR Ranger Supervisor shall bump the least senior seasonal DCNR Ranger. If such a bump is not available, the DCNR Ranger Supervisor will be furloughed.

- b. A permanent, full-time DCNR Ranger who is affected by the furlough will bump the least senior, permanent, full-time DCNR Ranger within the seniority unit provided the DCNR Ranger has more seniority than the least senior permanent, full-time DCNR Ranger. If such a bump is not available, the permanent, full-time DCNR Ranger will bump the least senior seasonal DCNR Ranger within the seniority unit. If such a bump is not available, the permanent, full-time DCNR Ranger will be furloughed.
- c. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.
- d. Seniority units for purposes of this Section are listed in Appendix L.

Section 8. Where skill and ability are equal among seasonal DCNR Rangers seeking a lateral transfer to a seasonal DCNR Ranger position, the vacancy shall be filled by the bidding employee with the greatest bargaining unit seniority on a statewide basis provided the following criteria are met: The absence of any discipline above the level of a written reprimand during the 12 months preceding the closing date of the posting, and the absence of an overall rating lower than “satisfactory” in their current performance evaluation.

Section 9. Before any furlough is implemented in a classification in the classified service in a seniority unit, all emergency employees will be separated before any temporary employees; temporary employees will be separated before any provisional employees; and all provisional employees will be separated before any probationary employees or any regular status members of the classified service are furloughed.

Section 10. The Employer shall establish a recall list using the same geographical and organizational limitation as the seniority unit in which the furlough occurred for those employees furloughed under Section 8 of this Article in the inverse order of seniority.

a. DCNR Ranger Supervisors shall have recall rights to DCNR Ranger Supervisor positions or to permanent, full-time DCNR Ranger positions within the seniority unit. Permanent, full-time DCNR Rangers shall have recall rights to permanent, full-time DCNR Ranger positions within the seniority unit.

b. Recall lists will remain in effect for a furloughed employee for a period of three (3) years after the effective date of the furlough.

c. In the event an employee on a recall list refuses an offer of employment in a lower classification for which the employee has seniority rights, the employee shall forfeit recall rights to

such a classification; if the employee refuses an offer of employment to the classification from which the employee was initially furloughed, the employee shall forfeit all recall rights.

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

Section 11. DCNR Ranger Supervisors desiring to transfer to other positions covered by this Agreement shall submit a written request to their immediate supervisor stating the reasons for the requested transfer. If the Employer in its sole discretion agrees to such transfer, the employee shall be entitled to maintain whatever seniority rights that are appropriate. When the employee is denied a lateral transfer, the Employer shall give reason for the denial in writing to the affected employee.

Section 12. In making shift assignments to shift openings preference shall be granted on a seniority basis unless the Employer feels it is necessary to assign otherwise in order to protect the efficiency of operation. Seniority status in this regard shall be Classification seniority.

Section 13. The probationary period for promotions shall be 180 calendar days in length and the provisions of Article 25, Section 1 shall not be applicable if an employee is demoted within that time for failure to successfully complete the probationary period. In such case, employees shall have the right to return to their former classification during this period. Periods of leave without pay, including periods during which the employee is receiving workers' compensation, shall not count toward the promotional probationary period or any extension period.

Section 14. For the purpose of furlough only, the president, vice-president, secretary, treasurer, three members of the executive board and union stewards shall have super-seniority. It is clearly understood and agreed that this Section shall not become effective until the Employer and the Union have reached agreement as to the number of union stewards who will be granted the privilege of this Section. Within 30 days of the date of agreement on the number of stewards, the Union shall provide the Employer with a list of all employees who have been granted super-seniority in accordance with the provisions of this Section. The list shall contain the employee's name, Union title and work location. If Union elections result in a change to the list, the Union shall immediately notify the Employer. However, changes which have not been received by the Employer within 15 days of the effective date of a furlough will not affect the list in existence prior to the announcement of the furlough.

Section 15. Grievances relating to the interpretation, application and implementation of Sections 5, 6, 7, 8, 9 and 11 of this Article shall be filed at the third step. Arbitration of grievances relating to these Sections shall be conducted by a panel of three members--one to be appointed by the Office of Administration, one to be appointed by the Union and the third to be selected by the Employer, from a list of five (5) 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 to this Agreement. The panel shall meet as necessary for the purpose of

adjusting grievances under this Section.

Section 16. When in the exercise of seniority rights provided hereunder, two or more employees are deemed relatively equal in skill and ability and have the same seniority, preferential rights shall be determined by lot.

Section 17. a. When the Employer determines it is necessary to place seasonal employees in leave without pay status, such action shall be taken in inverse order of seniority standing at each Park/Park Complex or Forest District.

b. When the Employer determines it is necessary to return seasonal employees from leave without pay status, such recall shall be made in seniority order beginning with the most senior seasonal employee at the affected Park/Park Complex or Forest District. The most senior seasonal employee will be called back to work available hours up to a full week, before calling back the next seasonal employee as long as hours do not conflict. If overtime is involved, the Employer, at its discretion, may call back the next senior employee.

c. Where specialized skills are required from a less senior employee, that less senior employee may be returned to complete the specific task.

Section 18. If an employee is unable to execute a bump as provided by Article 26, Section 8, and is placed on a furlough list, the Commonwealth will attempt to place the employee in a budgeted, available, uncommitted vacancy in a classification covered by this Agreement to which there are no seniority claims in the following manner:

- a. Placement will be made to positions in classifications covered by this Agreement to which an employee has bumping rights provided the employee possesses the requisite skill and ability.
- b. Employees placed in vacancies which are not in the classification or classification series which an employee previously held will serve a six month probationary period during which time the provisions of Article 25, Section 1 shall not apply. Employees who are terminated for failure to successfully complete the probationary period shall retain recall rights under Section 11 of this Article.
- c. Geographic limitations for the application of this Section will be designated by the employee by completing a placement questionnaire. The employee may choose up to ten counties in which the employee would be available for employment or a statewide availability. In addition, the employee will complete an "Availability for Temporary Employment" questionnaire.
- d. Placement will be made in order of Bargaining Unit seniority; however, employees with an earlier furlough date will be placed in vacancies before employees with a later furlough date.

- e. Employees will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Section cease. The furloughed employee shall retain recall rights as outlined in Article 26, Section 11.
- f. If an employee accepts an offer of placement under this Section, any other placement rights to which an employee may be entitled under this Section cease.
- g. Employees placed in vacancies in the same classification from which furloughed will lose recall rights outlined by Article 26, Section 11. Those employees placed in a classification in a lower pay range will retain their recall rights under Article 26, Section 11.
- h. The provisions of this Section will be implemented at the time the employee's completed placement questionnaires are received by the central human resource office of the Department of Conservation and Natural Resources and will continue for six months after the employee has been furloughed. When the six month period has expired, an employee's rights under this Section cease. However, the employee will retain recall rights under Article 26, Section 11, except as provided in Subsection g. The provisions of this Section will not be implemented on behalf of employees who do not return completed placement questionnaires.

Section 19. In the event of a furlough affecting employees who formerly occupied classifications covered by this Agreement, and who are not now in bargaining units represented by other employee organizations, such employees shall first bump laterally or downward into the classification occupied immediately prior to leaving the bargaining unit, or if such a bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit as the furlough is occurring and provided that the employee has more Bargaining Unit seniority than the employee with the least amount of Bargaining Unit seniority in that classification, and has the requisite skill and ability and provided that the employee has not had a break in service as defined in Article 26, Section 2, since leaving the bargaining unit. Bargaining Unit and Classification seniority previously earned shall accrue to the employee upon return to the bargaining unit. Seniority earned by the employee while outside the bargaining unit shall not accrue to the employee upon movement back to the bargaining unit.

ARTICLE 27

UNIFORMS, CLOTHING AND EQUIPMENT

Section 1. The Employer shall provide any device, apparel, or equipment necessary to protect employees from injury in accordance with the practice now prevailing. Where the Employer requires the use of special equipment, materials, devices, or apparel the Employer agrees to supply the same

as well as any necessary protective equipment or clothing related to the use of such special equipment, material or devices.

Section 2. a. Employees will be required to wear the uniform selected and authorized by the Employer while on duty. Employees shall not be permitted to carry optional equipment or alter the uniform unless authorized by the Employer.

b. The Employer agrees the uniform will be designed to distinguish employees from other personnel employed at State Parks/Forest Districts.

c. The Employer shall furnish each permanent, full-time employee with the initial uniform allotment in accordance with the existing practices. In addition, the Employer agrees to continue the existing practice of a yearly uniform allowance of \$225.00 per permanent, full-time employee to be used to purchase approved optional equipment and the replacement of uniform parts necessitated by normal wear and tear. Permanent full-time employees may carry over any portion of the \$225.00 yearly uniform allowance which has not been used in the year provided, however, that in no case will more than \$225.00 be carried over from year to year.

d. The Employer shall provide seasonal employees with a uniform, including rain gear. Short-term (less than 5 months) seasonal employees shall receive their initial issue of footwear during their second season of employment. Long-term (5 months or more) seasonal employees shall receive their initial issue of footwear during their first season of employment. Uniforms provided to seasonal employees will be returned to the Employer at the expiration of the seasonal appointment. The yearly uniform allowance shall be \$125.00. Short-term seasonal employees will have their yearly uniform allowance increased by \$30 starting in the calendar year following their initial or last issue of footwear not charged against their yearly uniform allowance. Long-term seasonal employees will have their yearly uniform allowance increased by \$45 starting in the calendar year following their initial or last issue of footwear not charged against their yearly uniform allowance. It is understood that the cost of the initial issue of footwear will not count against the yearly uniform allowance. Once a seasonal employee begins receiving the \$30 or \$45 increase to their yearly uniform allowance, the cost of footwear will be deducted from their yearly uniform allowance.

e. The Employer shall furnish each employee with three traditional police style badges. The style of the badge will be determined by the Employer after discussion with the Union and the badge selected shall be worn by all employees.

f. If any part of the uniform is damaged, torn or destroyed while on duty, the Employer shall replace the damaged part or parts. Such replacement shall not be charged to the \$225.00 yearly uniform allowance provided the damage to the uniform is not due to the employee's own negligence.

g. Employees in the Bureau of Forestry will be issued the same uniform as employees in the Bureau of State Parks. The provisions of this Section shall not be applicable to an employee until the January following the issuance of the new uniform. Until the new uniform is issued, the current practices in the Bureau of Forestry concerning uniforms, footwear and equipment shall continue. In

addition, employees in the Bureau of Forestry will continue to have a maintenance uniform. The uniform will be worn and replaced in accordance with the current practice.

Section 3. In the event a suspect, arrestee or Park patron/Forest visitor damages or destroys items of clothing or personal property which are worn by an employee and which are necessary for the performance of such employee's work, the Employer shall reimburse the employee for the value of such clothing or personal property. In addition, where the employee demonstrates that items of clothing, which were not being worn by the employee, are destroyed by a suspect, arrestee or Park patron/Forest visitor, the Employer shall reimburse the employee for the value of such clothing. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not be due to the employee's own negligence. The Employer shall take prompt and timely action in the disposition of claims for damaged personal effects.

Section 4. The Employer agrees to establish a committee comprised of an equal number of Employer and Union representatives for the purpose of reviewing the Employer's policies regarding the following:

- the design of the uniform
- the initial uniform allotment
- optional uniform equipment
- required and optional training
- vehicles to be used by employees
- firearms

The Employer agrees to notify the Union prior to implementing any change in policy regarding the items listed above. Upon request of the Union, the Employer shall meet and discuss regarding the proposed change prior to implementation.

Section 5. a. The uniform maintenance allowance will be \$150.00 per contract year. Employees with at least 320 regular hours in an active pay status per fiscal year shall be eligible to receive the uniform maintenance allowance. This allowance is payable after the end of each fiscal year.

b. Effective July 1, 2017, subsection a. above shall expire and shall be replaced with the following:

The uniform maintenance allowance will be \$200.00 per contract year. Employees with at least 320 regular hours in an active pay status per fiscal year shall be eligible to receive the uniform maintenance allowance. This allowance is payable after the end of each fiscal year.

Section 6. The Agency Management and the Union will meet and discuss on radio communication concerns.

Section 7. The Employer, at its discretion, shall either provide or reimburse the cost of a new ballistics vest up to \$500 for each employee who requests the equipment and who has not previously been reimbursed for a vest. These ballistics vests and those previously purchased with Employer reimbursement shall be replaced (either provided or reimbursed) the earlier of five (5) years from the date of purchase or issue or the expiration of the manufacturer's warranty. Employees who use this benefit must wear their ballistics vest pursuant to current policy.

ARTICLE 28

DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, religious creed, color, ancestry, sex, marital status, age, national origin, gender identity or expression, non-job-related handicap or disability, union membership, AIDS/HIV status or political affiliation in the application of this Agreement.

ARTICLE 29

UNION BUSINESS

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

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 Park Manager/District Forester. 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 employee of the Employer, the employee shall request from the immediate supervisor reasonable time off from regular duties to process such grievances. The Employer will provide a reasonable number of employees with time off, if required, to attend negotiating meetings.

Section 3. Where the Union and the Commonwealth agree to meet for labor-related matters, the Commonwealth shall allow for the adjustment of work schedules for those affected Union representatives to attend said meetings during work hours up to the employee's full shift. Travel time shall count as work hours.

ARTICLE 30

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

Section 3. The Employer reserves the right to demote, suspend, and discipline, up to and including discharge, any employee or employees who violate the provisions of Section 1 of this Article. An arbitrator's authority shall be limited to determining whether employees engaged in a strike prohibited by Section 1 and the Arbitrator shall have no authority to rule on the appropriateness of the penalty as determined by the Employer.

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

ARTICLE 31

MISCELLANEOUS PROVISIONS

Section 1. In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties, however, shall, at the request of either, meet and discuss 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 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. Where the term meet and discuss is used in this Agreement, it will be deemed to have the meaning of that term as defined and applied under the Public Employee Relations Act.

Section 4. Ratings shall be completed by supervisors who are familiar with the work performance of the employee. This shall in no way affect review procedures.

Section 5. Employee benefits and working conditions now existing and not in conflict with the Agreement shall remain in effect subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights reserved to it under Article 2 of this Agreement.

Section 6. Travel expenses shall be paid in accordance with the Commonwealth's Travel Expense Regulations as amended by the Employer. The mileage allowance shall be the General Services Administration rate. If the General Service Administration of the Federal Government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for employees under this Agreement will be increased or decreased on the effective date of the General Services Administration change. In the event the General Services Administration changes its present policy of paying a flat automobile mileage allowance, the parties agree to negotiate concerning changes to the mileage allowance under this Section.

Section 7. 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 discussions.

Section 8. There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information, are available for examination by the employee within a reasonable period of time after the employee's request. Such examination shall be at the location where the personnel file is maintained and shall be conducted in the presence of the human resource officer or designee. Material shall not be removed from or added to the folder nor shall its contents be altered in any way. Employees 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 employee shall have the right to submit a statement concerning any materials in the employee's file and any such statement shall then become part of the personnel file.

Section 9. a. Requests for out-service training shall be processed in accordance with Management Directive 535.3, amended January 16, 1999 or as subsequently amended by the Employer.

b. Employees who are not required to complete statutorily prescribed training may process requests for such training utilizing the process provided for in a. above.

Section 10. An employee who is the subject of a complaint investigation by Central Office or the Regional Office will be notified when the investigation is concluded. The employee who is not being subject to disciplinary action will be notified in writing at the conclusion of the investigation that the allegations were either unfounded or unsubstantiated.

It is understood that this section shall apply in all cases where an employee is being investigated for possible workplace or work-related misconduct.

Section 11. The Employer and the Union agree to meet and discuss concerning the law enforcement chain of command.

Section 12. The Commonwealth and the Union agree to treat smokeless tobacco and electronic smoking devices in the same manner in which other tobacco usage at the worksite is treated.

Section 13. Effective February 1, 2017, the Commonwealth shall have the right to establish a drug and alcohol testing program for (1) reasonable suspicion testing; and (2) return to duty/follow up testing after a period of absence resulting from positive drug testing. The scope of testing and cut-off levels shall be those established by the US Department of Health and Human Services in the Mandatory Guidelines for Federal Workplace Drug Testing Program.

ARTICLE 32

EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 33

GRIEVANCES AND ARBITRATION

Section 1. Where an employee has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the

Commission, either the contract grievance procedure shall cease, if the employee has submitted a contract grievance, or the employee shall not be entitled to institute proceedings under the contract grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within 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 concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP I. The employee, either alone or accompanied by the Union representative or the Union where entitled, shall present the grievance orally or in writing to the Park Manager/District Forester within fifteen (15) working days of the date of its occurrence, or when the employee knew or by reasonable diligence should have known of its occurrence. The Park Manager/District Forester shall attempt to resolve the matter and report their decision to the employee, orally or in writing, within fifteen (15) working days of its presentation.

STEP II. In the event the grievance is not settled at Step I, the appeal must be presented in writing by the employee or Union representative to the Director of the Bureau of State Parks/Director of the Bureau of Forestry within fifteen (15) working days after the supervisor's response is due. The Director of the Bureau of State Parks/Director of the Bureau of Forestry or a designated representative, shall respond in writing to the employee and the Union representative within fifteen (15) working days after receipt of the appeal.

STEP III. An appeal from an unfavorable decision at Step II shall be presented by the employee or Union representative to the agency head, within fifteen (15) working days after the response from Step II is due. At the request of the Union the agency head or designated representative will meet with the Union to discuss the grievance. The agency head, or a designated representative shall respond in writing to the employee and Union representative within fifteen (15) working days after receipt of the appeal.

STEP IV. In the event the grievance has not been satisfactorily resolved in Step III, written appeal may be made by the employee or Union representative within fifteen (15) working days of the Step III decision to the Bureau of Labor Relations, Office of Administration, and shall contain a copy of the Step II and Step III decisions. The Bureau of Labor Relations, Office of Administration, shall issue a decision in writing to the Union within fifteen (15) working days after receipt of the appeal.

STEP V. An appeal from an unfavorable decision at Step IV may be initiated by the Union serving upon the Employer a notice in writing of the intent to proceed to arbitration within thirty (30) working days after the response from Step IV is due. Said notice shall identify the provisions of the Agreement, the Bureau, the employee involved, and a copy of the original grievance.

The arbitrator is to be selected by the parties jointly within seven working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the American Arbitration Association to submit a list of seven possible arbitrators.

The parties shall, within seven days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Employer 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 decision at Steps I, II, and III shall not be used as a precedent for any subsequent case.

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

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation, in which case it shall be binding only if such legislation is enacted. The arbitrator shall be requested to issue the decision within thirty (30) days after the hearing or receipt of the transcript of the hearing.

All of the time limits contained in this Section may be extended by mutual Agreement. The granting of any extension at any step shall not be deemed to establish precedence.

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.

Section 3. An employee, upon request, shall be permitted to have a representative of the Union present at each step of the grievance procedure up to and including Step IV.

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

A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure. An aggrieved employee and Union representatives, if employees of the Employer, shall be granted reasonable time during working hours, if required, to process grievances

in accordance with this Article without loss of pay or leave time.

The Union may present grievances concerning agency-wide decisions directly to Step III within 15 working days of the date of the occurrence or the date when the Union knew or by reasonable diligence should have known of its occurrence.

ARTICLE 34

SAFETY AND HEALTH

The Employer will take positive action to assure compliance with laws concerning the health and safety of employees working in state owned or leased buildings, vehicles or boats.

ARTICLE 35

SUCCESSORS

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

ARTICLE 36

FAMILY CARE LEAVE

Section 1. After completing one year of service, permanent employees shall be granted, upon written request, up to six months of family care leave without pay with benefits, on a rolling twelve month year basis, for the purpose of attending to the medical needs of a spouse, parent, child or other person qualifying as a dependent who has a serious health condition, as defined by the Family and Medical Leave Act, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. Leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve month year. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks.

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

One aggregate six month entitlement of leave without pay with benefits will be provided for family care leave without pay used under this Section, sick leave without pay used under Article 14, Section 5.a., and parental leave without pay used under Article 15, Section 1.a. Leave used under these Articles will be deducted from the six month entitlement and run concurrently.

After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Article 14, Section 5.a., and/or Article 15, Section 1.a., the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave.

The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 22, Section 3.

Section 2. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 21 and 22 will continue for the period of time the employee is on family care leave without pay with benefits under Section 1 of this Article.

Section 3. Upon request of the employee, an extension of up to an additional six months of leave without pay shall be granted provided the employee provides proof of the family member's continuing illness or disability. The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits. It shall not be used on an intermittent or reduced-time basis.

Section 4. If eligible for paid sick leave, an employee shall be required to use all paid sick leave upon commencement of family care leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Employees shall not be required to use annual, personal, compensatory or holiday leave upon commencement of leave without pay; however, if annual, personal or holiday leave is used, it also will run concurrently with and reduce such entitlement.

Section 5. An employee shall have the right to return to the same position in the same classification held before going on family care leave, or to an equivalent position with regard to pay and skill for absences under Section 1 of this Article. After commencing the extension period under Section 3 of this Article and upon receipt of a written request to return to work, the employee 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 employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the

employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

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

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

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

Section 7. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, 29 USC Sections 2601 et seq.

Family care leave benefits for seasonal employees shall be in accordance with applicable laws.

Section 8. Effective with the beginning of the 2023 leave calendar year, this Article shall expire and be replaced by the provisions of Article 15, Sections 10 through 17.

ARTICLE 37

RETIREMENT

Effective July 1, 1991, employees will receive full retirement at age 50 with at least twenty (20) years of service as a Park Ranger 2, Park Ranger Supervisor, DCNR Ranger and/or DCNR Ranger Supervisor.

ARTICLE 38

TRAINING

Section 1. All employees who become DCNR Rangers on or after June 11, 2001 will be required, as a condition of employment, to successfully complete all aspects of initial training and successfully pass a psychological profile as provided, sponsored, and scheduled by the Employer. Failure to successfully complete all aspects of initial training and pass a psychological profile will result in the employee being separated from employment.

Section 2. All employees will be required, as a condition of continued employment, to successfully pass a psychological profile and to successfully complete all aspects of update and newly implemented training provided, sponsored, and scheduled by the Employer.

Section 3. Employees must have successfully completed the requirements of Section 2 of this Article within 12 months of the date of the start of the initial scheduled training. Any costs associated with retraining and/or retesting may be the sole responsibility of the employee. Employees who fail to successfully complete these requirements within the 12-month period will be required to exercise one of the following options:

- a. Complete a voluntary transfer to a budgeted, available, uncommitted vacancy in another classification at the same or lower level to which there are no seniority claims, and for which the employee has the requisite skills and ability;
- b. Retire;
- c. Resign;
- d. Be separated from employment.

The Employer will provide non-monetary placement assistance to any employee who requests to be transferred under this Section.

If an employee is rescheduled for and has begun but has not completed the training/testing within the 12-month period, the period will be extended until the completion of the rescheduled training/testing period.

Section 4. All employees who were charged and/or convicted of a felony prior to employment may not be deemed qualified for employment. Such disqualification and subsequent termination based on the Municipal Police Officer's Education and Training Commission's determination shall not be grievable through the grievance process outlined in Article 33 of this Agreement.

Section 5. Seasonal employees, whose period of employment is extended for the purpose of required training and/or testing as described in Section 1 of this Article, shall not accrue seniority during this period of extended employment. Such periods of extended employment for required training of seasonal employees shall not contribute towards permanent status for the purpose of determining benefits eligibility or any other purpose as defined in the Commonwealth's Personnel Rules. Probationary employees shall have their State Civil Service Commission and contract-covered probationary periods extended by the length of required training.

Section 6. Seasonal employees may request approval for alternate scheduling of required training. It is understood and agreed that seasonal employees receiving approval for their requests that result in part-time schooling during what would normally be periods of leave without pay, will

only be compensated for hours spent in actual training but shall not be compensated for any periods spent in travel.

Section 7. The Commonwealth will schedule a minimum of 50 employees per contract year to attend training until such time as all bargaining unit employees have received such training. Priority for training will be given to full-time employees and employees eligible to be armed.

Section 8. Employees who have had Act 120 training shall continue to receive yearly training updates required by Act 120 at the expense of the Employer.

Section 9. Although the Commonwealth shall determine the type and manner of training to be given new hires, the parties shall establish a committee to meet and discuss over the type and manner of training to be given.

Section 10. a. Where DCNR Rangers and DCNR Ranger Supervisors are assigned to develop and/or conduct formalized training sessions related to DCNR Ranger functions, those employees will be paid \$1.00 per hour above their regular hourly pay rate in effect at the time of the assignment for all hours spent developing and/or presenting such training to DCNR Rangers, DCNR Ranger Supervisors, DCNR Managers and volunteer groups comprised of organized rescue squads, fire companies and ambulance companies. All compensable hours will be subject to prior authorization by the Park Manager/District Forester.

b. Each employee covered by this Agreement who is assigned to conduct formalized training sessions on the topics listed below shall receive a payment of \$250.00 per year per category/topic:

- Firearms
- OC Spray
- Baton
- Defensive Tactics
- Water Rescue
- Ice Rescue
- Traffic Control
- New Officer Lectures/Scenarios
- Field Training Officers providing formalized training in a classroom setting (i.e. – not “on the job training”).

Payments for training sessions under this Section shall not be subject to dues deductions under Article 4.

Section 11. The Employer and the Union agree to meet and discuss concerning training programs developed and conducted by employees in the bargaining unit.

ARTICLE 39

PHYSICAL FITNESS

A physical fitness committee shall be established consisting of an equal number of bargaining unit representatives and representatives of the Employer. The purpose of the committee shall be to make recommendations for the improvement of the physical fitness of bargaining unit members.

ARTICLE 40

LEAVE DONATION PROGRAM

Section 1. Permanent employees may donate annual and personal leave to a designated permanent employee in the employee's agency who has used all accrued and anticipated paid leave for the current leave calendar year. The leave is to be used for the recipient's own catastrophic or severe injury or illness or for the catastrophic or severe injury or illness of a family member. The leave also may be used as bereavement leave if the 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, or 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. A severe illness or injury must also be documented on a Medical Condition Certification to Receive Leave Donations Form.

e. The absence due to an organ donation, or the 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 organ donation or the same catastrophic or severe illness or injury. Annual, personal, sick (for employee's own serious health condition), sick family (for the serious health condition of a family member), holiday, compensatory, or unpaid leave may be used during the accumulation period. A separate accumulation period must be met for each organ donation, or 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.

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

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, personal, holiday, and compensatory leave and all anticipated annual leave for the current leave calendar year must be used.

2) For the organ donation, catastrophic or severe injury or illness of a family member, all accrued annual, sick, personal, holiday, and compensatory leave and all anticipated annual 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, 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 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 organ donation, or the same catastrophic or severe illness or injury.

k. An employee is not eligible to receive donation of leave if, during the previous six months, the employee has been placed on 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 the annual and sick leave that could be earned and used in the following leave calendar year, donated leave may be carried into the next year.

Section 3. Donors

a. A donor may voluntarily donate annual and personal leave to an employee within the donor's agency who meets the requirements of the Leave Donation Program. Donation 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). Anticipated personal leave may not be donated.

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

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

Section 4. The provisions of this Article are not grievable under Article 33 of this Agreement.

Section 5. Notwithstanding the requirement in Section 1 and 3 of this Article that annual and personal leave donations be from a permanent employee in the employee's agency, in the event that an employee does not receive sufficient donation 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.

Section 6. The parties agree to meet and discuss over the inclusion of seasonal employees into the Leave Donation Program.

ARTICLE 41

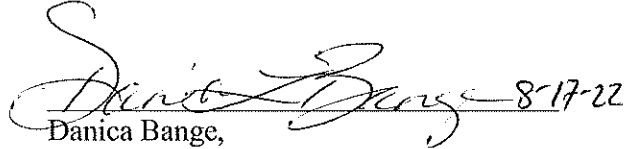
TERMINATION

This Agreement shall be effective July 1, 2021 except where specifically provided that a particular provision will be effective on another date, and shall continue in full force and effect up to and including June 30, 2024. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Act 111.

The parties hereto through their duly authorized officers or representatives and intending to be legally bound, hereby have hereunto set their hands and seals this 17 day of August 2022

COMMONWEALTH OF PENNSYLVANIA

PA STATE RANGERS ASSOCIATION



Michael Newsome,
Secretary of Administration

Danica Bange,
President

APPENDIX A
COMMONWEALTH OF PENNSYLVANIA
DCNR RANGERS PAY SCHEDULE
EFFECTIVE JULY 1, 2021
LONGEVITY TABLE

RANGE	PERCENT OF BASE PAY	HOURS OF SERVICE
6	Base Rate	0 to 12,480
7	5%	12,481 to 14,560
8	6%	14,561 to 16,640
9	7%	16,641 to 18,720
10	8%	18,721 to 20,800
11	9%	20,801 to 22,880
12	10%	22,881 to 24,960
13	11%	24,961 to 27,040
14	12%	27,041 to 29,120
15	13%	29,121 to 31,200
16	14%	31,201 to 33,280
17	15%	33,281 to 35,360
18	16%	35,361 to 37,440
19	17%	37,441 to 39,520
20	18%	39,521 to 41,600
21	19%	41,601 to 43,680
22	20%	43,681 to 45,760
23	21%	45,761 to 47,840
24	22%	47,841 to 49,920
25	23%	49,921 to 52,000
26	24%	52,001 to 54,080
27	25%	54,081 to 56,160

APPENDIX B

**COMMONWEALTH OF PENNSYLVANIA
DCNR RANGERS PAY SCHEDULE
EFFECTIVE JULY 1, 2021
PLACEMENT MATRIX**

Years of Service	October 1, 2020	July 1, 2021
<1	AA	AA
>1	BA	BA
>2	CA	CA
>3	DA	DA
>4	EA	EA
>5	FA	FA
>6	GA	FB
>7	HA	FC
>8	HB	FD
>9	HC	FE
>10	HD	FF
>11	HE	FG
>12	HF	FH
>13	HG	FI
>14	HH	FJ
>15	HI	FK
>16	HJ	FL
>17	HK	FM
>18	HL	FN
>19	HM	FO
>20	HN	FP
>21	HO	FQ
>22	HP	FR
>23	HQ	FS
>24	HR	FT
>25	HS	FU
>26	HT	FV
>27	HU	FV
>28	HV	FV

APPENDIX C

COMMONWEALTH OF PENNSYLVANIA
 DCNR RANGER PAY SCHEDULE
 EFFECTIVE JULY 1, 2021
 PAY SCALE TYPE RG

**PAY SCALE GROUP RG28
 DCNR RANGER TRAINEE**

LONGEVITY RANGE			STEP S
A	6 YEARS	HOURLY	20.61
	OR	BIWEEKLY	1,648.80
	LESS	ANNUAL*	43,001

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

COMMONWEALTH OF PENNSYLVANIA
DCNR RANGER PAY SCHEDULE
EFFECTIVE JULY 1, 2021
PAY SCALE TYPE RG

**PAY SCALE GROUP RG29
DCNR RANGER**

LONGEVITY RANGE			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
A	6 YEARS	HOURLY	21.54	22.47	23.44	24.45	25.50	26.60
	OR	BIWEEKLY	1,723.20	1,797.60	1,875.20	1,956.00	2,040.00	2,128.00
	LESS	ANNUAL*	44,941	46,881	48,905	51,012	53,203	55,498
B	OVER 6 YEARS	HOURLY	22.62	23.59	24.61	25.67	26.78	27.93
		BIWEEKLY	1,809.60	1,887.20	1,968.80	2,053.60	2,142.40	2,234.40
		ANNUAL*	47,194	49,218	51,346	53,558	55,874	58,273
C	OVER 7 YEARS	HOURLY	22.83	23.82	24.85	25.92	27.03	28.20
		BIWEEKLY	1,826.40	1,905.60	1,988.00	2,073.60	2,162.40	2,256.00
		ANNUAL*	47,633	49,698	51,847	54,079	56,395	58,836
D	<i>First Class</i> OVER 8 YEARS	HOURLY	23.39	24.40	25.46	26.55	27.69	28.89
		BIWEEKLY	1,871.20	1,952.00	2,036.80	2,124.00	2,215.20	2,311.20
		ANNUAL*	48,801	50,908	53,120	55,394	57,772	60,276
E	OVER 9 YEARS	HOURLY	23.61	24.63	25.69	26.80	27.95	29.16
		BIWEEKLY	1,888.80	1,970.40	2,055.20	2,144.00	2,236.00	2,332.80
		ANNUAL*	49,260	51,388	53,600	55,916	58,315	60,839
F	OVER 10 YEARS	HOURLY	23.83	24.86	25.93	27.05	28.21	29.43
		BIWEEKLY	1,906.40	1,988.80	2,074.40	2,164.00	2,256.80	2,354.40
		ANNUAL*	49,719	51,868	54,100	56,437	58,857	61,403
G	OVER 11 YEARS	HOURLY	24.05	25.09	26.17	27.30	28.47	29.70
		BIWEEKLY	1,924.00	2,007.20	2,093.60	2,184.00	2,277.60	2,376.00
		ANNUAL*	50,178	52,348	54,601	56,959	59,400	61,966
H	OVER 12 YEARS	HOURLY	24.27	25.32	26.41	27.55	28.73	29.97
		BIWEEKLY	1,941.60	2,025.60	2,112.80	2,204.00	2,298.40	2,397.60
		ANNUAL*	50,637	52,828	55,102	57,480	59,942	62,529
I	OVER 13 YEARS	HOURLY	24.49	25.54	26.65	27.79	28.99	30.24
		BIWEEKLY	1,959.20	2,043.20	2,132.00	2,223.20	2,319.20	2,419.20
		ANNUAL*	51,096	53,287	55,603	57,981	60,485	63,093
J	OVER 14 YEARS	HOURLY	24.71	25.77	26.88	28.04	29.25	30.51
		BIWEEKLY	1,976.80	2,061.60	2,150.40	2,243.20	2,340.00	2,440.80
		ANNUAL*	51,555	53,767	56,082	58,503	61,027	63,656
K	OVER 15 YEARS	HOURLY	24.92	26.00	27.12	28.29	29.51	30.78
		BIWEEKLY	1,993.60	2,080.00	2,169.60	2,263.20	2,360.80	2,462.40
		ANNUAL*	51,993	54,246	56,583	59,024	61,570	64,219

It is understood that employees may not be on the pay schedule at the longevity level which corresponds with their years of service through June 30, 2011.

COMMONWEALTH OF PENNSYLVANIA
DCNR RANGER PAY SCHEDULE
EFFECTIVE JULY 1, 2021
PAY SCALE TYPE RG

**PAY SCALE GROUP RG29
DCNR RANGER**

LONGEVITY RANGE			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
L	OVER	HOURLY	25.14	26.23	27.36	28.54	29.76	31.05
	16	BIWEEKLY	2,011.20	2,098.40	2,188.80	2,283.20	2,380.80	2,484.00
	YEARS	ANNUAL*	52,452	54,726	57,084	59,546	62,091	64,783
M	OVER	HOURLY	25.36	26.46	27.60	28.79	30.02	31.32
	17	BIWEEKLY	2,028.80	2,116.80	2,208.00	2,303.20	2,401.60	2,505.60
	YEARS	ANNUAL*	52,911	55,206	57,585	60,067	62,634	65,346
N	<i>Master Class</i>							
	OVER	HOURLY	25.71	26.82	27.97	29.18	30.43	31.74
	18	BIWEEKLY	2,056.80	2,145.60	2,237.60	2,334.40	2,434.40	2,539.20
	YEARS	ANNUAL*	53,641	55,957	58,357	60,881	63,489	66,222
O	OVER	HOURLY	25.93	27.04	28.21	29.43	30.69	32.02
	19	BIWEEKLY	2,074.40	2,163.20	2,256.80	2,354.40	2,455.20	2,561.60
	YEARS	ANNUAL*	54,100	56,416	58,857	61,403	64,032	66,807
P	OVER	HOURLY	26.15	27.27	28.45	29.68	30.95	32.29
	20	BIWEEKLY	2,092.00	2,181.60	2,276.00	2,374.40	2,476.00	2,583.20
	YEARS	ANNUAL*	54,559	56,896	59,358	61,924	64,574	67,370
Q	OVER	HOURLY	26.36	27.50	28.69	29.93	31.21	32.56
	21	BIWEEKLY	2,108.80	2,200.00	2,295.20	2,394.40	2,496.80	2,604.80
	YEARS	ANNUAL*	54,998	57,376	59,859	62,446	65,117	67,933
R	OVER	HOURLY	26.58	27.73	28.93	30.18	31.47	32.83
	22	BIWEEKLY	2,126.40	2,218.40	2,314.40	2,414.40	2,517.60	2,626.40
	YEARS	ANNUAL*	55,457	57,856	60,360	62,968	65,659	68,497
S	OVER	HOURLY	26.80	27.96	29.17	30.43	31.73	33.10
	23	BIWEEKLY	2,144.00	2,236.80	2,333.60	2,434.40	2,538.40	2,648.00
	YEARS	ANNUAL*	55,916	58,336	60,860	63,489	66,201	69,060
T	OVER	HOURLY	27.02	28.19	29.41	30.67	31.99	33.37
	24	BIWEEKLY	2,161.60	2,255.20	2,352.80	2,453.60	2,559.20	2,669.60
	YEARS	ANNUAL*	56,375	58,816	61,361	63,990	66,744	69,623
U	OVER	HOURLY	27.24	28.42	29.65	30.92	32.25	33.64
	25	BIWEEKLY	2,179.20	2,273.60	2,372.00	2,473.60	2,580.00	2,691.20
	YEARS	ANNUAL*	56,834	59,295	61,862	64,511	67,286	70,186
V	OVER	HOURLY	27.46	28.65	29.89	31.17	32.51	33.92
	26	BIWEEKLY	2,196.80	2,292.00	2,391.20	2,493.60	2,600.80	2,713.60
	YEARS	ANNUAL*	57,293	59,775	62,362	65,033	67,829	70,771

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

COMMONWEALTH OF PENNSYLVANIA
DCNR RANGER PAY SCHEDULE
EFFECTIVE JULY 1, 2021
PAY SCALE TYPE RG

**PAY SCALE GROUP RG30
DCNR RANGER SUPERVISOR**

LONGEVITY RANGE			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
A	6 YEARS	HOURLY	24.57	25.63	26.73	27.88	29.08	30.33
	OR	BIWEEKLY	1,965.60	2,050.40	2,138.40	2,230.40	2,326.40	2,426.40
	LESS	ANNUAL*	51,263	53,474	55,769	58,169	60,673	63,281
B	OVER 6 YEARS	HOURLY	25.80	26.91	28.07	29.27	30.53	31.85
		BIWEEKLY	2,064.00	2,152.80	2,245.60	2,341.60	2,442.40	2,548.00
		ANNUAL*	53,829	56,145	58,565	61,069	63,698	66,452
C	OVER 7 YEARS	HOURLY	26.04	27.17	28.33	29.55	30.82	32.15
		BIWEEKLY	2,083.20	2,173.60	2,266.40	2,364.00	2,465.60	2,572.00
		ANNUAL*	54,330	56,687	59,108	61,653	64,303	67,078
D	<i>First Class</i> OVER 8 YEARS	HOURLY	26.68	27.84	29.03	30.28	31.58	32.94
		BIWEEKLY	2,134.40	2,227.20	2,322.40	2,422.40	2,526.40	2,635.20
		ANNUAL*	55,665	58,085	60,568	63,176	65,889	68,726
E	OVER 9 YEARS	HOURLY	26.93	28.10	29.30	30.56	31.88	33.25
		BIWEEKLY	2,154.40	2,248.00	2,344.00	2,444.80	2,550.40	2,660.00
		ANNUAL*	56,187	58,628	61,132	63,760	66,514	69,373
F	OVER 10 YEARS	HOURLY	27.18	28.36	29.57	30.85	32.17	33.56
		BIWEEKLY	2,174.40	2,268.80	2,365.60	2,468.00	2,573.60	2,684.80
		ANNUAL*	56,708	59,170	61,695	64,365	67,119	70,020
G	OVER 11 YEARS	HOURLY	27.43	28.62	29.84	31.13	32.47	33.86
		BIWEEKLY	2,194.40	2,289.60	2,387.20	2,490.40	2,597.60	2,708.80
		ANNUAL*	57,230	59,713	62,258	64,950	67,745	70,646
H	OVER 12 YEARS	HOURLY	27.68	28.88	30.12	31.41	32.76	34.17
		BIWEEKLY	2,214.40	2,310.40	2,409.60	2,512.80	2,620.80	2,733.60
		ANNUAL*	57,752	60,255	62,842	65,534	68,350	71,292
I	OVER 13 YEARS	HOURLY	27.93	29.14	30.39	31.69	33.06	34.48
		BIWEEKLY	2,234.40	2,331.20	2,431.20	2,535.20	2,644.80	2,758.40
		ANNUAL*	58,273	60,798	63,406	66,118	68,976	71,939
J	OVER 14 YEARS	HOURLY	28.18	29.40	30.66	31.98	33.35	34.79
		BIWEEKLY	2,254.40	2,352.00	2,452.80	2,558.40	2,668.00	2,783.20
		ANNUAL*	58,795	61,340	63,969	66,723	69,581	72,586
K	OVER 15 YEARS	HOURLY	28.43	29.66	30.93	32.26	33.65	35.09
		BIWEEKLY	2,274.40	2,372.80	2,474.40	2,580.80	2,692.00	2,807.20
		ANNUAL*	59,316	61,883	64,532	67,307	70,207	73,212

It is understood that employees may not be on the pay schedule at the longevity level which corresponds with their years of service through June 30, 2011.

COMMONWEALTH OF PENNSYLVANIA
DCNR RANGER PAY SCHEDULE
EFFECTIVE JULY 1, 2021
PAY SCALE TYPE RG

**PAY RANGE 30
DCNR RANGER SUPERVISOR**

LONGEVITY RANGE			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
L	OVER	HOURLY	28.68	29.92	31.20	32.54	33.94	35.40
	16	BIWEEKLY	2,294.40	2,393.60	2,496.00	2,603.20	2,715.20	2,832.00
	YEARS	ANNUAL*	59,838	62,425	65,096	67,891	70,812	73,859
M	OVER	HOURLY	28.93	30.18	31.47	32.83	34.24	35.71
	17	BIWEEKLY	2,314.40	2,414.40	2,517.60	2,626.40	2,739.20	2,856.80
	YEARS	ANNUAL*	60,360	62,968	65,659	68,497	71,438	74,505
N	<i>Master Class</i>							
	OVER	HOURLY	29.32	30.59	31.90	33.27	34.70	36.20
	18	BIWEEKLY	2,345.60	2,447.20	2,552.00	2,661.60	2,776.00	2,896.00
	YEARS	ANNUAL*	61,173	63,823	66,556	69,415	72,398	75,528
O	OVER	HOURLY	29.57	30.85	32.17	33.56	35.00	36.51
	19	BIWEEKLY	2,365.60	2,468.00	2,573.60	2,684.80	2,800.00	2,920.80
	YEARS	ANNUAL*	61,695	64,365	67,119	70,020	73,024	76,174
P	OVER	HOURLY	29.82	31.11	32.44	33.84	35.30	36.81
	20	BIWEEKLY	2,385.60	2,488.80	2,595.20	2,707.20	2,824.00	2,944.80
	YEARS	ANNUAL*	62,216	64,908	67,683	70,604	73,650	76,800
Q	OVER	HOURLY	30.07	31.37	32.72	34.13	35.59	37.12
	21	BIWEEKLY	2,405.60	2,509.60	2,617.60	2,730.40	2,847.20	2,969.60
	YEARS	ANNUAL*	62,738	65,450	68,267	71,209	74,255	77,447
R	OVER	HOURLY	30.32	31.63	32.99	34.41	35.89	37.43
	22	BIWEEKLY	2,425.60	2,530.40	2,639.20	2,752.80	2,871.20	2,994.40
	YEARS	ANNUAL*	63,260	65,993	68,830	71,793	74,881	78,094
S	OVER	HOURLY	30.57	31.89	33.26	34.69	36.19	37.74
	23	BIWEEKLY	2,445.60	2,551.20	2,660.80	2,775.20	2,895.20	3,019.20
	YEARS	ANNUAL*	63,781	66,535	69,394	72,377	75,507	78,741
T	OVER	HOURLY	30.83	32.16	33.54	34.98	36.48	38.05
	24	BIWEEKLY	2,466.40	2,572.80	2,683.20	2,798.40	2,918.40	3,044.00
	YEARS	ANNUAL*	64,324	67,099	69,978	72,982	76,112	79,388
U	OVER	HOURLY	31.08	32.42	33.81	35.26	36.78	38.36
	25	BIWEEKLY	2,486.40	2,593.60	2,704.80	2,820.80	2,942.40	3,068.80
	YEARS	ANNUAL*	64,845	67,641	70,541	73,566	76,738	80,034
V	OVER	HOURLY	31.33	32.68	34.08	35.55	37.08	38.67
	26	BIWEEKLY	2,506.40	2,614.40	2,726.40	2,844.00	2,966.40	3,093.60
	YEARS	ANNUAL*	65,367	68,184	71,105	74,172	77,364	80,681

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

APPENDIX D

COMMONWEALTH OF PENNSYLVANIA
DCNR RANGER PAY SCHEDULE
EFFECTIVE JULY 1, 2022
PAY SCALE TYPE RG

**PAY SCALE GROUP RG28
DCNR RANGER TRAINEE**

LONGEVITY RANGE			STEP S
A	6 YEARS OR LESS	HOURLY BIWEEKLY ANNUAL*	20.82 1,665.60 43,439

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

COMMONWEALTH OF PENNSYLVANIA
DCNR RANGER PAY SCHEDULE
EFFECTIVE JULY 1, 2022
PAY SCALE TYPE RG

**PAY SCALE GROUP RG29
DCNR RANGER**

LONGEVITY RANGE			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
A	6 YEARS	HOURLY	21.76	22.70	23.68	24.70	25.76	26.87
	OR	BIWEEKLY	1,740.80	1,816.00	1,894.40	1,976.00	2,060.80	2,149.60
	LESS	ANNUAL*	45,400	47,361	49,406	51,534	53,746	56,062
B	OVER 6 YEARS	HOURLY	22.85	23.84	24.86	25.94	27.05	28.21
		BIWEEKLY	1,828.00	1,907.20	1,988.80	2,075.20	2,164.00	2,256.80
		ANNUAL*	47,674	49,740	51,868	54,121	56,437	58,857
C	OVER 7 YEARS	HOURLY	23.07	24.06	25.10	26.18	27.31	28.48
		BIWEEKLY	1,845.60	1,924.80	2,008.00	2,094.40	2,184.80	2,278.40
		ANNUAL*	48,133	50,199	52,369	54,622	56,980	59,421
D	<i>First Class</i> OVER 8 YEARS	HOURLY	23.63	24.65	25.72	26.83	27.98	29.18
		BIWEEKLY	1,890.40	1,972.00	2,057.60	2,146.40	2,238.40	2,334.40
		ANNUAL*	49,302	51,430	53,662	55,978	58,377	60,881
E	OVER 9 YEARS	HOURLY	23.85	24.88	25.96	27.08	28.24	29.45
		BIWEEKLY	1,908.00	1,990.40	2,076.80	2,166.40	2,259.20	2,356.00
		ANNUAL*	49,761	51,910	54,163	56,500	58,920	61,444
F	OVER 10 YEARS	HOURLY	24.07	25.11	26.20	27.33	28.50	29.73
		BIWEEKLY	1,925.60	2,008.80	2,096.00	2,186.40	2,280.00	2,378.40
		ANNUAL*	50,220	52,390	54,664	57,021	59,462	62,029
G	OVER 11 YEARS	HOURLY	24.30	25.34	26.44	27.58	28.76	30.00
		BIWEEKLY	1,944.00	2,027.20	2,115.20	2,206.40	2,300.80	2,400.00
		ANNUAL*	50,700	52,869	55,164	57,543	60,005	62,592
H	OVER 12 YEARS	HOURLY	24.52	25.57	26.68	27.83	29.02	30.27
		BIWEEKLY	1,961.60	2,045.60	2,134.40	2,226.40	2,321.60	2,421.60
		ANNUAL*	51,159	53,349	55,665	58,065	60,547	63,155
I	OVER 13 YEARS	HOURLY	24.74	25.81	26.92	28.08	29.28	30.55
		BIWEEKLY	1,979.20	2,064.80	2,153.60	2,246.40	2,342.40	2,444.00
		ANNUAL*	51,618	53,850	56,166	58,586	61,090	63,740
J	OVER 14 YEARS	HOURLY	24.96	26.04	27.16	28.33	29.55	30.82
		BIWEEKLY	1,996.80	2,083.20	2,172.80	2,266.40	2,364.00	2,465.60
		ANNUAL*	52,077	54,330	56,667	59,108	61,653	64,303
K	OVER 15 YEARS	HOURLY	25.18	26.27	27.40	28.58	29.81	31.09
		BIWEEKLY	2,014.40	2,101.60	2,192.00	2,286.40	2,384.80	2,487.20
		ANNUAL*	52,536	54,810	57,167	59,629	62,196	64,866

It is understood that employees may not be on the pay schedule at the longevity level which corresponds with their years of service through June 30, 2011.

COMMONWEALTH OF PENNSYLVANIA
DCNR RANGER PAY SCHEDULE
EFFECTIVE JULY 1, 2022
PAY SCALE TYPE RG

**PAY SCALE GROUP RG29
DCNR RANGER**

LONGEVITY RANGE			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
L	OVER	HOURLY	25.40	26.50	27.64	28.83	30.07	31.36
	16	BIWEEKLY	2,032.00	2,120.00	2,211.20	2,306.40	2,405.60	2,508.80
	YEARS	ANNUAL*	52,995	55,290	57,668	60,151	62,738	65,430
M	OVER	HOURLY	25.62	26.73	27.88	29.08	30.33	31.64
	17	BIWEEKLY	2,049.60	2,138.40	2,230.40	2,326.40	2,426.40	2,531.20
	YEARS	ANNUAL*	53,454	55,769	58,169	60,673	63,281	66,014
N	<i>Master Class</i>							
	OVER	HOURLY	25.97	27.09	28.26	29.48	30.74	32.07
	18	BIWEEKLY	2,077.60	2,167.20	2,260.80	2,358.40	2,459.20	2,565.60
	YEARS	ANNUAL*	54,184	56,521	58,962	61,507	64,136	66,911
O	OVER	HOURLY	26.19	27.32	28.50	29.73	31.00	32.34
	19	BIWEEKLY	2,095.20	2,185.60	2,280.00	2,378.40	2,480.00	2,587.20
	YEARS	ANNUAL*	54,643	57,000	59,462	62,029	64,678	67,474
P	OVER	HOURLY	26.41	27.55	28.74	29.98	31.27	32.61
	20	BIWEEKLY	2,112.80	2,204.00	2,299.20	2,398.40	2,501.60	2,608.80
	YEARS	ANNUAL*	55,102	57,480	59,963	62,550	65,242	68,038
Q	OVER	HOURLY	26.63	27.78	28.98	30.23	31.53	32.89
	21	BIWEEKLY	2,130.40	2,222.40	2,318.40	2,418.40	2,522.40	2,631.20
	YEARS	ANNUAL*	55,561	57,960	60,464	63,072	65,784	68,622
R	OVER	HOURLY	26.86	28.02	29.23	30.48	31.79	33.16
	22	BIWEEKLY	2,148.80	2,241.60	2,338.40	2,438.40	2,543.20	2,652.80
	YEARS	ANNUAL*	56,041	58,461	60,985	63,593	66,327	69,185
S	OVER	HOURLY	27.08	28.25	29.47	30.74	32.06	33.44
	23	BIWEEKLY	2,166.40	2,260.00	2,357.60	2,459.20	2,564.80	2,675.20
	YEARS	ANNUAL*	56,500	58,941	61,486	64,136	66,890	69,769
T	OVER	HOURLY	27.30	28.48	29.71	30.99	32.32	33.71
	24	BIWEEKLY	2,184.00	2,278.40	2,376.80	2,479.20	2,585.60	2,696.80
	YEARS	ANNUAL*	56,959	59,421	61,987	64,658	67,432	70,333
U	OVER	HOURLY	27.52	28.71	29.95	31.24	32.58	33.99
	25	BIWEEKLY	2,201.60	2,296.80	2,396.00	2,499.20	2,606.40	2,719.20
	YEARS	ANNUAL*	57,418	59,901	62,488	65,179	67,975	70,917
V	OVER	HOURLY	27.74	28.94	30.19	31.49	32.84	34.26
	26	BIWEEKLY	2,219.20	2,315.20	2,415.20	2,519.20	2,627.20	2,740.80
	YEARS	ANNUAL*	57,877	60,380	62,988	65,701	68,517	71,480

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

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COMMONWEALTH OF PENNSYLVANIA
DCNR RANGER PAY SCHEDULE
EFFECTIVE JULY 1, 2022
PAY SCALE TYPE RG

**PAY SCALE GROUP RG30
DCNR RANGER SUPERVISOR**

LONGEVITY RANGE			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
A	6 YEARS	HOURLY	24.82	25.89	27.00	28.16	29.37	30.63
	OR	BIWEEKLY	1,985.60	2,071.20	2,160.00	2,252.80	2,349.60	2,450.40
	LESS	ANNUAL*	51,784	54,017	56,333	58,753	61,278	63,906
B	OVER 6 YEARS	HOURLY	26.06	27.18	28.35	29.57	30.84	32.16
		BIWEEKLY	2,084.80	2,174.40	2,268.00	2,365.60	2,467.20	2,572.80
		ANNUAL*	54,372	56,708	59,149	61,695	64,345	67,099
C	OVER 7 YEARS	HOURLY	26.31	27.44	28.62	29.85	31.13	32.47
		BIWEEKLY	2,104.80	2,195.20	2,289.60	2,388.00	2,490.40	2,597.60
		ANNUAL*	54,893	57,251	59,713	62,279	64,950	67,745
D	<i>First Class</i> OVER 8 YEARS	HOURLY	26.96	28.12	29.32	30.58	31.90	33.27
		BIWEEKLY	2,156.80	2,249.60	2,345.60	2,446.40	2,552.00	2,661.60
		ANNUAL*	56,249	58,670	61,173	63,802	66,556	69,415
E	OVER 9 YEARS	HOURLY	27.21	28.38	29.60	30.87	32.20	33.58
		BIWEEKLY	2,176.80	2,270.40	2,368.00	2,469.60	2,576.00	2,686.40
		ANNUAL*	56,771	59,212	61,757	64,407	67,182	70,061
F	OVER 10 YEARS	HOURLY	27.46	28.64	29.87	31.15	32.49	33.89
		BIWEEKLY	2,196.80	2,291.20	2,389.60	2,492.00	2,599.20	2,711.20
		ANNUAL*	57,293	59,754	62,321	64,991	67,787	70,708
G	OVER 11 YEARS	HOURLY	27.71	28.91	30.15	31.44	32.79	34.20
		BIWEEKLY	2,216.80	2,312.80	2,412.00	2,515.20	2,623.20	2,736.00
		ANNUAL*	57,814	60,318	62,905	65,596	68,413	71,355
H	OVER 12 YEARS	HOURLY	27.96	29.17	30.42	31.73	33.09	34.51
		BIWEEKLY	2,236.80	2,333.60	2,433.60	2,538.40	2,647.20	2,760.80
		ANNUAL*	58,336	60,860	63,468	66,201	69,039	72,002
I	OVER 13 YEARS	HOURLY	28.22	29.43	30.69	32.01	33.39	34.82
		BIWEEKLY	2,257.60	2,354.40	2,455.20	2,560.80	2,671.20	2,785.60
		ANNUAL*	58,878	61,403	64,032	66,786	69,665	72,648
J	OVER 14 YEARS	HOURLY	28.47	29.69	30.97	32.30	33.69	35.13
		BIWEEKLY	2,277.60	2,375.20	2,477.60	2,584.00	2,695.20	2,810.40
		ANNUAL*	59,400	61,945	64,616	67,391	70,291	73,295
K	OVER 15 YEARS	HOURLY	28.72	29.96	31.24	32.58	33.98	35.44
		BIWEEKLY	2,297.60	2,396.80	2,499.20	2,606.40	2,718.40	2,835.20
		ANNUAL*	59,921	62,509	65,179	67,975	70,896	73,942

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COMMONWEALTH OF PENNSYLVANIA
DCNR RANGER PAY SCHEDULE
EFFECTIVE JULY 1, 2022
PAY SCALE TYPE RG

**PAY RANGE 30
DCNR RANGER SUPERVISOR**

LONGEVITY RANGE			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
L	OVER	HOURLY	28.97	30.22	31.52	32.87	34.28	35.75
	16	BIWEEKLY	2,317.60	2,417.60	2,521.60	2,629.60	2,742.40	2,860.00
	YEARS	ANNUAL*	60,443	63,051	65,763	68,580	71,522	74,589
M	OVER	HOURLY	29.22	30.48	31.79	33.16	34.58	36.06
	17	BIWEEKLY	2,337.60	2,438.40	2,543.20	2,652.80	2,766.40	2,884.80
	YEARS	ANNUAL*	60,965	63,593	66,327	69,185	72,148	75,236
N	<i>Master Class</i>							
	OVER	HOURLY	29.62	30.90	32.22	33.61	35.05	36.55
	18	BIWEEKLY	2,369.60	2,472.00	2,577.60	2,688.80	2,804.00	2,924.00
	YEARS	ANNUAL*	61,799	64,470	67,224	70,124	73,128	76,258
O	OVER	HOURLY	29.87	31.16	32.50	33.89	35.35	36.87
	19	BIWEEKLY	2,389.60	2,492.80	2,600.00	2,711.20	2,828.00	2,949.60
	YEARS	ANNUAL*	62,321	65,012	67,808	70,708	73,754	76,926
P	OVER	HOURLY	30.13	31.43	32.77	34.18	35.65	37.18
	20	BIWEEKLY	2,410.40	2,514.40	2,621.60	2,734.40	2,852.00	2,974.40
	YEARS	ANNUAL*	62,863	65,576	68,371	71,313	74,380	77,572
Q	OVER	HOURLY	30.38	31.69	33.05	34.47	35.95	37.49
	21	BIWEEKLY	2,430.40	2,535.20	2,644.00	2,757.60	2,876.00	2,999.20
	YEARS	ANNUAL*	63,385	66,118	68,956	71,918	75,006	78,219
R	OVER	HOURLY	30.63	31.95	33.32	34.76	36.25	37.80
	22	BIWEEKLY	2,450.40	2,556.00	2,665.60	2,780.80	2,900.00	3,024.00
	YEARS	ANNUAL*	63,906	66,660	69,519	72,523	75,632	78,866
S	OVER	HOURLY	30.89	32.22	33.60	35.04	36.55	38.12
	23	BIWEEKLY	2,471.20	2,577.60	2,688.00	2,803.20	2,924.00	3,049.60
	YEARS	ANNUAL*	64,449	67,224	70,103	73,107	76,258	79,534
T	OVER	HOURLY	31.14	32.48	33.87	35.33	36.85	38.43
	24	BIWEEKLY	2,491.20	2,598.40	2,709.60	2,826.40	2,948.00	3,074.40
	YEARS	ANNUAL*	64,970	67,766	70,666	73,713	76,884	80,180
U	OVER	HOURLY	31.39	32.75	34.15	35.62	37.15	38.74
	25	BIWEEKLY	2,511.20	2,620.00	2,732.00	2,849.60	2,972.00	3,099.20
	YEARS	ANNUAL*	65,492	68,330	71,251	74,318	77,510	80,827
V	OVER	HOURLY	31.65	33.01	34.43	35.90	37.45	39.05
	26	BIWEEKLY	2,532.00	2,640.80	2,754.40	2,872.00	2,996.00	3,124.00
	YEARS	ANNUAL*	66,035	68,872	71,835	74,902	78,136	81,474

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

APPENDIX E

COMMONWEALTH OF PENNSYLVANIA
 DCNR RANGER PAY SCHEDULE
 EFFECTIVE JULY 1, 2023
 PAY SCALE TYPE RG

**PAY SCALE GROUP RG28
 DCNR RANGER TRAINEE**

LONGEVITY RANGE			STEP S
A	6 YEARS	HOURLY	21.03
	OR	BIWEEKLY	1,682.40
	LESS	ANNUAL*	43,877

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

COMMONWEALTH OF PENNSYLVANIA
DCNR RANGER PAY SCHEDULE
EFFECTIVE JULY 1, 2023
PAY SCALE TYPE RG

**PAY SCALE GROUP RG29
DCNR RANGER**

LONGEVITY RANGE			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
A	6 YEARS	HOURLY	21.98	22.93	23.92	24.95	26.02	27.14
	OR	BIWEEKLY	1,758.40	1,834.40	1,913.60	1,996.00	2,081.60	2,171.20
	LESS	ANNUAL*	45,859	47,841	49,907	52,056	54,288	56,625
B	OVER	HOURLY	23.08	24.08	25.12	26.20	27.32	28.50
	6	BIWEEKLY	1,846.40	1,926.40	2,009.60	2,096.00	2,185.60	2,280.00
	YEARS	ANNUAL*	48,154	50,241	52,410	54,664	57,000	59,462
C	OVER	HOURLY	23.30	24.31	25.36	26.45	27.58	28.77
	7	BIWEEKLY	1,864.00	1,944.80	2,028.80	2,116.00	2,206.40	2,301.60
	YEARS	ANNUAL*	48,613	50,720	52,911	55,185	57,543	60,026
D	<i>First Class</i>							
	OVER	HOURLY	23.87	24.90	25.98	27.10	28.26	29.48
	8	BIWEEKLY	1,909.60	1,992.00	2,078.40	2,168.00	2,260.80	2,358.40
	YEARS	ANNUAL*	49,802	51,951	54,205	56,541	58,962	61,507
E	OVER	HOURLY	24.09	25.14	26.22	27.35	28.52	29.75
	9	BIWEEKLY	1,927.20	2,011.20	2,097.60	2,188.00	2,281.60	2,380.00
	YEARS	ANNUAL*	50,261	52,452	54,705	57,063	59,504	62,070
F	OVER	HOURLY	24.32	25.37	26.46	27.60	28.79	30.03
	10	BIWEEKLY	1,945.60	2,029.60	2,116.80	2,208.00	2,303.20	2,402.40
	YEARS	ANNUAL*	50,741	52,932	55,206	57,585	60,067	62,655
G	OVER	HOURLY	24.54	25.60	26.71	27.86	29.05	30.30
	11	BIWEEKLY	1,963.20	2,048.00	2,136.80	2,228.80	2,324.00	2,424.00
	YEARS	ANNUAL*	51,200	53,412	55,728	58,127	60,610	63,218
H	OVER	HOURLY	24.76	25.83	26.95	28.11	29.32	30.58
	12	BIWEEKLY	1,980.80	2,066.40	2,156.00	2,248.80	2,345.60	2,446.40
	YEARS	ANNUAL*	51,659	53,892	56,228	58,649	61,173	63,802
I	OVER	HOURLY	24.99	26.07	27.19	28.36	29.58	30.85
	13	BIWEEKLY	1,999.20	2,085.60	2,175.20	2,268.80	2,366.40	2,468.00
	YEARS	ANNUAL*	52,139	54,392	56,729	59,170	61,716	64,365
J	OVER	HOURLY	25.21	26.30	27.44	28.62	29.84	31.13
	14	BIWEEKLY	2,016.80	2,104.00	2,195.20	2,289.60	2,387.20	2,490.40
	YEARS	ANNUAL*	52,598	54,872	57,251	59,713	62,258	64,950
K	OVER	HOURLY	25.43	26.53	27.68	28.87	30.11	31.40
	15	BIWEEKLY	2,034.40	2,122.40	2,214.40	2,309.60	2,408.80	2,512.00
	YEARS	ANNUAL*	53,057	55,352	57,752	60,234	62,822	65,513

It is understood that employees may not be on the pay schedule at the longevity level which corresponds with their years of service through June 30, 2011.

COMMONWEALTH OF PENNSYLVANIA
DCNR RANGER PAY SCHEDULE
EFFECTIVE JULY 1, 2023
PAY SCALE TYPE RG

**PAY SCALE GROUP RG29
DCNR RANGER**

LONGEVITY RANGE			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
L	OVER	HOURLY	25.66	26.77	27.92	29.12	30.37	31.68
	16	BIWEEKLY	2,052.80	2,141.60	2,233.60	2,329.60	2,429.60	2,534.40
	YEARS	ANNUAL*	53,537	55,853	58,252	60,756	63,364	66,097
M	OVER	HOURLY	25.88	27.00	28.16	29.38	30.64	31.95
	17	BIWEEKLY	2,070.40	2,160.00	2,252.80	2,350.40	2,451.20	2,556.00
	YEARS	ANNUAL*	53,996	56,333	58,753	61,298	63,927	66,660
N	<i>Master Class</i>							
	OVER	HOURLY	26.23	27.36	28.55	29.78	31.05	32.39
	18	BIWEEKLY	2,098.40	2,188.80	2,284.00	2,382.40	2,484.00	2,591.20
	YEARS	ANNUAL*	54,726	57,084	59,567	62,133	64,783	67,578
O	OVER	HOURLY	26.46	27.60	28.79	30.03	31.32	32.67
	19	BIWEEKLY	2,116.80	2,208.00	2,303.20	2,402.40	2,505.60	2,613.60
	YEARS	ANNUAL*	55,206	57,585	60,067	62,655	65,346	68,163
P	OVER	HOURLY	26.68	27.83	29.03	30.28	31.58	32.94
	20	BIWEEKLY	2,134.40	2,226.40	2,322.40	2,422.40	2,526.40	2,635.20
	YEARS	ANNUAL*	55,665	58,065	60,568	63,176	65,889	68,726
Q	OVER	HOURLY	26.90	28.07	29.28	30.54	31.85	33.22
	21	BIWEEKLY	2,152.00	2,245.60	2,342.40	2,443.20	2,548.00	2,657.60
	YEARS	ANNUAL*	56,124	58,565	61,090	63,719	66,452	69,310
R	OVER	HOURLY	27.13	28.30	29.52	30.79	32.11	33.50
	22	BIWEEKLY	2,170.40	2,264.00	2,361.60	2,463.20	2,568.80	2,680.00
	YEARS	ANNUAL*	56,604	59,045	61,591	64,240	66,994	69,894
S	OVER	HOURLY	27.35	28.53	29.77	31.05	32.38	33.77
	23	BIWEEKLY	2,188.00	2,282.40	2,381.60	2,484.00	2,590.40	2,701.60
	YEARS	ANNUAL*	57,063	59,525	62,112	64,783	67,558	70,458
T	OVER	HOURLY	27.58	28.77	30.01	31.30	32.64	34.05
	24	BIWEEKLY	2,206.40	2,301.60	2,400.80	2,504.00	2,611.20	2,724.00
	YEARS	ANNUAL*	57,543	60,026	62,613	65,304	68,100	71,042
U	OVER	HOURLY	27.80	29.00	30.25	31.56	32.91	34.33
	25	BIWEEKLY	2,224.00	2,320.00	2,420.00	2,524.80	2,632.80	2,746.40
	YEARS	ANNUAL*	58,002	60,506	63,114	65,847	68,663	71,626
V	OVER	HOURLY	28.02	29.24	30.50	31.81	33.18	34.60
	26	BIWEEKLY	2,241.60	2,339.20	2,440.00	2,544.80	2,654.40	2,768.00
	YEARS	ANNUAL*	58,461	61,006	63,635	66,368	69,227	72,189

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

COMMONWEALTH OF PENNSYLVANIA
DCNR RANGER PAY SCHEDULE
EFFECTIVE JULY 1, 2023
PAY SCALE TYPE RG

**PAY SCALE GROUP RG30
DCNR RANGER SUPERVISOR**

LONGEVITY RANGE			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
A	6 YEARS	HOURLY	25.07	26.15	27.27	28.44	29.66	30.94
	OR	BIWEEKLY	2,005.60	2,092.00	2,181.60	2,275.20	2,372.80	2,475.20
	LESS	ANNUAL*	52,306	54,559	56,896	59,337	61,883	64,553
B	OVER 6 YEARS	HOURLY	26.32	27.46	28.63	29.86	31.14	32.49
		BIWEEKLY	2,105.60	2,196.80	2,290.40	2,388.80	2,491.20	2,599.20
		ANNUAL*	54,914	57,293	59,734	62,300	64,970	67,787
C	OVER 7 YEARS	HOURLY	26.57	27.72	28.91	30.15	31.44	32.80
		BIWEEKLY	2,125.60	2,217.60	2,312.80	2,412.00	2,515.20	2,624.00
		ANNUAL*	55,436	57,835	60,318	62,905	65,596	68,434
D	<i>First Class</i> OVER 8 YEARS	HOURLY	27.23	28.40	29.62	30.89	32.21	33.60
		BIWEEKLY	2,178.40	2,272.00	2,369.60	2,471.20	2,576.80	2,688.00
		ANNUAL*	56,813	59,254	61,799	64,449	67,203	70,103
E	OVER 9 YEARS	HOURLY	27.48	28.67	29.89	31.18	32.51	33.92
		BIWEEKLY	2,198.40	2,293.60	2,391.20	2,494.40	2,600.80	2,713.60
		ANNUAL*	57,334	59,817	62,362	65,054	67,829	70,771
F	OVER 10 YEARS	HOURLY	27.74	28.93	30.17	31.46	32.81	34.23
		BIWEEKLY	2,219.20	2,314.40	2,413.60	2,516.80	2,624.80	2,738.40
		ANNUAL*	57,877	60,360	62,947	65,638	68,455	71,417
G	OVER 11 YEARS	HOURLY	27.99	29.20	30.45	31.75	33.12	34.54
		BIWEEKLY	2,239.20	2,336.00	2,436.00	2,540.00	2,649.60	2,763.20
		ANNUAL*	58,398	60,923	63,531	66,243	69,102	72,064
H	OVER 12 YEARS	HOURLY	28.25	29.46	30.72	32.04	33.42	34.86
		BIWEEKLY	2,260.00	2,356.80	2,457.60	2,563.20	2,673.60	2,788.80
		ANNUAL*	58,941	61,465	64,094	66,848	69,727	72,732
I	OVER 13 YEARS	HOURLY	28.50	29.73	31.00	32.33	33.72	35.17
		BIWEEKLY	2,280.00	2,378.40	2,480.00	2,586.40	2,697.60	2,813.60
		ANNUAL*	59,462	62,029	64,678	67,453	70,353	73,379
J	OVER 14 YEARS	HOURLY	28.75	29.99	31.28	32.62	34.02	35.49
		BIWEEKLY	2,300.00	2,399.20	2,502.40	2,609.60	2,721.60	2,839.20
		ANNUAL*	59,984	62,571	65,263	68,058	70,979	74,046
K	OVER 15 YEARS	HOURLY	29.01	30.26	31.55	32.91	34.32	35.80
		BIWEEKLY	2,320.80	2,420.80	2,524.00	2,632.80	2,745.60	2,864.00
		ANNUAL*	60,526	63,134	65,826	68,663	71,605	74,693

It is understood that employees may not be on the pay schedule at the longevity level which corresponds with their years of service through June 30, 2011.

COMMONWEALTH OF PENNSYLVANIA
DCNR RANGER PAY SCHEDULE
EFFECTIVE JULY 1, 2023
PAY SCALE TYPE RG

**PAY RANGE 30
DCNR RANGER SUPERVISOR**

LONGEVITY RANGE			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
L	OVER	HOURLY	29.26	30.52	31.83	33.20	34.62	36.11
	16	BIWEEKLY	2,340.80	2,441.60	2,546.40	2,656.00	2,769.60	2,888.80
	YEARS	ANNUAL*	61,048	63,677	66,410	69,268	72,231	75,340
M	OVER	HOURLY	29.52	30.79	32.11	33.49	34.92	36.43
	17	BIWEEKLY	2,361.60	2,463.20	2,568.80	2,679.20	2,793.60	2,914.40
	YEARS	ANNUAL*	61,591	64,240	66,994	69,874	72,857	76,008
N	<i>Master Class</i>							
	OVER	HOURLY	29.92	31.21	32.54	33.94	35.40	36.92
	18	BIWEEKLY	2,393.60	2,496.80	2,603.20	2,715.20	2,832.00	2,953.60
	YEARS	ANNUAL*	62,425	65,117	67,891	70,812	73,859	77,030
O	OVER	HOURLY	30.17	31.47	32.82	34.23	35.70	37.24
	19	BIWEEKLY	2,413.60	2,517.60	2,625.60	2,738.40	2,856.00	2,979.20
	YEARS	ANNUAL*	62,947	65,659	68,476	71,417	74,484	77,698
P	OVER	HOURLY	30.43	31.74	33.10	34.52	36.00	37.55
	20	BIWEEKLY	2,434.40	2,539.20	2,648.00	2,761.60	2,880.00	3,004.00
	YEARS	ANNUAL*	63,489	66,222	69,060	72,023	75,110	78,344
Q	OVER	HOURLY	30.69	32.01	33.38	34.81	36.30	37.87
	21	BIWEEKLY	2,455.20	2,560.80	2,670.40	2,784.80	2,904.00	3,029.60
	YEARS	ANNUAL*	64,032	66,786	69,644	72,628	75,736	79,012
R	OVER	HOURLY	30.94	32.27	33.66	35.10	36.61	38.19
	22	BIWEEKLY	2,475.20	2,581.60	2,692.80	2,808.00	2,928.80	3,055.20
	YEARS	ANNUAL*	64,553	67,328	70,228	73,233	76,383	79,680
S	OVER	HOURLY	31.20	32.54	33.93	35.39	36.91	38.50
	23	BIWEEKLY	2,496.00	2,603.20	2,714.40	2,831.20	2,952.80	3,080.00
	YEARS	ANNUAL*	65,096	67,891	70,792	73,838	77,009	80,326
T	OVER	HOURLY	31.45	32.81	34.21	35.68	37.21	38.82
	24	BIWEEKLY	2,516.00	2,624.80	2,736.80	2,854.40	2,976.80	3,105.60
	YEARS	ANNUAL*	65,617	68,455	71,376	74,443	77,635	80,994
U	OVER	HOURLY	31.71	33.07	34.49	35.97	37.51	39.13
	25	BIWEEKLY	2,536.80	2,645.60	2,759.20	2,877.60	3,000.80	3,130.40
	YEARS	ANNUAL*	66,160	68,997	71,960	75,048	78,261	81,641
V	OVER	HOURLY	31.96	33.34	34.77	36.26	37.82	39.45
	26	BIWEEKLY	2,556.80	2,667.20	2,781.60	2,900.80	3,025.60	3,156.00
	YEARS	ANNUAL*	66,681	69,561	72,544	75,653	78,908	82,308

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

It is understood that employees may not be on the pay schedule at the longevity level which corresponds with their years of service through June 30, 2011.

COMMONWEALTH OF PENNSYLVANIA
EXECUTIVE OFFICE
OFFICE OF ADMINISTRATION
(717) 787-5514



BUREAU OF LABOR RELATIONS
404 Finance Building
Harrisburg, Pennsylvania 17120
FAX # 783-0430

June 3, 1993

Mr. Richard P. Fischer, President
PA State Park Officers Association
424 Connecticut Drive
Erie, PA 16505-2216

Dear Mr. Fischer:

The following constitutes the agreement between the parties concerning Traffic Control.

1. The Department of Environmental Resources (DER) will proceed to obtain approval of the proposed amendment to 67 PA Code, Chapter 101 which permits Park Maintenance Supervisors, Park Rangers 1 and Environmental Education Specialists to assist Park Rangers 2 and Park Ranger Supervisors in traffic control duties in state parks during the period from April 1 through September 30.

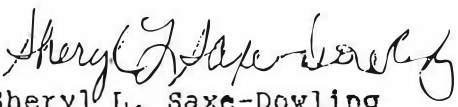
2. The Pennsylvania State Park Officers Association (PSPOA) will not oppose this amendment and will withdraw their letter of opposition dated July 22, 1992 and any other such letters.

3. Once approval of the amendment is obtained, PSPOA agrees that DER may assign Park Maintenance Supervisors, Park Rangers 1 and Environmental Education Specialists to assist in traffic control duties in accordance with 67 PA Code, Chapter 101, as amended. It is understood that a Park Ranger 2 or Park Ranger Supervisor does not necessarily have to be present when employees in the above-mentioned classes are directing traffic. However, DER agrees it is not their intent to nor will they displace employees in this bargaining unit as a result of the implementation of this change.

4. PSPOA will withdraw any grievances on this issue which are pending on the date of this agreement. With regard to the Unfair Labor Practice charge, Case No. PF-C-92-44-C, PSPOA and DER will advise the Pennsylvania Labor Relations Board that this issue has been negotiated between the parties and an agreement has been reached.

In order to acknowledge your concurrence with the above, please sign below.

Sincerely,


Sheryl L. Saxe-Dowling
Commonwealth Chief Negotiator

 6-3-93

Richard P. Fischer, PSPOA

Date

cc: Secretary Zazyczny
Gerald LeClaire
Dale Wetzel



RICHARD P. FISCHER, *President*
424 Connecticut Drive
Erie, Pennsylvania 16505-2216
(814) 453-6818

December 15, 1995

PAUL M. ASHFORD, *Vice President*
Box 138, R.D. #1
Wepvalopen, Pennsylvania 18660
(717) 828-3213

Mr. John S. Dunn, Jr., Chief
Employee Relations & Training Division
D.C.N.R.
P.O. Box 8768
Harrisburg, PA 17105-8786

Re: Unfair Labor Practice Charge
P.L.R.B. Case No. PF-C-95-107-E

Dear Mr. Dunn:

The Pennsylvania State Park Officers Association is submitting the following to resolve the above-referenced complaint :

1. The employer recognizes that state park officers are the primary law enforcement officers within their jurisdiction ;
2. The employer shall not request, solicit, or expect outside law enforcement agencies to make routine patrols or conduct investigations in State Parks. Outside law enforcement agencies can be called for emergency situations that cannot be controlled or resolved by state park officers, such as special investigations for arson, suspicious death and rape;
3. Exceptions to item #1 and #2 above are Norristown Farm Park and Point State Park.

If you are in agreement with the above, please sign the two enclosed copies and return one to me.

Sincerely,

Richard P. Fischer, President

Commonwealth Concurrence Date 12 Jan 96



COMMONWEALTH OF PENNSYLVANIA
EXECUTIVE OFFICES
HARRISBURG

RECEIVED

DEC 31 1997

EXECUTIVE OFFICE IS
Office of Administration
Director of Personnel

CHARLES T. SCIOTTO
DEPUTY SECRETARY FOR EMPLOYE RELATIONS

December 18, 1997

Paul Ashford, President
PA State Park Officers Assoc.
R.D.#1, Box 136
Wapwallopen, PA 18660

Dear Mr. Ashford:

The parties agree to implement an Alternative Discipline Program. It is understood that the tenets of Article 25, Section 1 just cause will continue to apply. Appeal procedures will not be affected by the Alternative Discipline Program.

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

1. Time and Attendance - habitual or patterned problems with absenteeism, lateness or repeated emergency absences, absence without leave, reporting off late, etc.
2. Work Performance - continued substandard performance in the work product as it relates to quality, quantity or accuracy.

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

Level 1 Letter.

Signed by the Agency Head or designee, this letter will identify the employe's time and attendance and/or work performance problem, alert the employe that continuation of this problem will result in more severe disciplinary action, and identify the employe's appeal rights. The Employer will continue to provide the Association with a copy of this letter in accordance with Article 25, Section 1.

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

Level 2 Letter

This letter, signed by the Agency Head or designee, will identify the employe's time and attendance and/or work performance problem, alert the employe that this is his/her final notice and that failure to correct this problem will result in termination, and identify the employe's appeal rights. The Employer will continue to provide the Association with a copy of this letter in accordance with Article 25, Section 1.

This letter clearly states that this action is in lieu of the traditional three day suspension without pay, but has the effect of such a suspension.

Copies of all Level 1 and Level 2 letters issued to employes covered by this program shall be sent to the President of the Pennsylvania State Park Officers Association.

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

Once this expansion becomes effective, either party may end their participation by notifying the other in writing of a desire to terminate this Alternative Discipline Program. This agreement will then expire thirty (30) days after the date of such notice. If you agree to the above, please sign below and return a copy of this letter to this office.

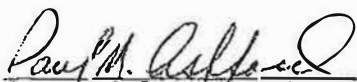
Sincerely,



Charles W. Sciotto

Deputy Secretary for Employe Relations

copy: Secretary Thomas G. Paese
Christ J. Zervanos
Sheryl Saxe-Dowling
John Dunn


Paul Ashford, President

12/29/97
Date

PA State Park Officers Assoc.



COMMONWEALTH OF PENNSYLVANIA
EXECUTIVE OFFICES
HARRISBURG

June 11, 2001

NANCY DERING MARTIN
DEPUTY SECRETARY FOR
HUMAN RESOURCES AND MANAGEMENT

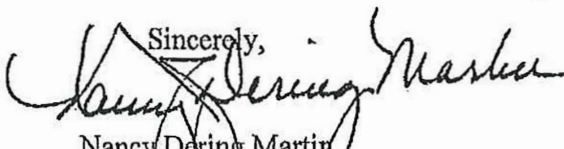
Paul M. Ashford, President
PA State Park Officers Association
Box 136, RR #1
Wapwallopen, PA 18660

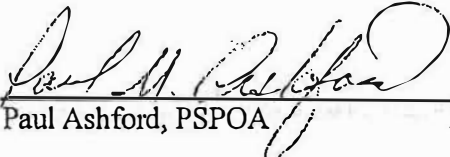
Dear Mr. Ashford:

The parties agree that seniority under Article 26, Section 1 of the current agreement shall be calculated as follows for Randall Herr, Forest Fire Specialist Supervisor:

- a. Classification seniority standing for the purpose of promotion shall be determined by the length of unbroken (as defined in Article 26, Section 2) service with the Employer in the employee's current classification. Service under this Subsection also shall include unbroken service in the Forest Fire Specialist Supervisor classification on or after December 16, 1998.
- b. Bargaining Unit seniority standing for the purpose of furlough shall be determined by the length of unbroken (as defined in Article 26, Section 2) service with the Employer in classifications covered by this Agreement. Service under this Subsection also shall include unbroken service in the Forest Fire Specialist Supervisor classification on or after December 16, 1998

Please indicate your agreement by signing below and returning a copy to the Bureau of Labor Relations.

Sincerely,

 Nancy Dering Martin
 Deputy Secretary for Human Resources and Management


 Paul Ashford, PSPOA
 Date 6/11/01

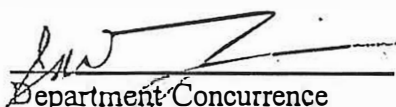
copy: Secretary Martin F. Horn
Donald O. Adams
Sheryl Saxe-Dowling
John Dunn

The following are the Grooming Standards for DCNR Rangers and DCNR Ranger Supervisors:

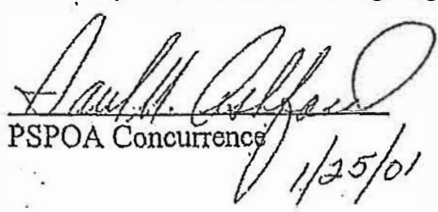
1. Males' hair shall be neatly groomed and shall not be worn longer than the top of the shirt collar at the back of the neck, and shall not fall over the eyebrows or ears.
 - A. Sideburns shall be neatly trimmed and shall not be more than one-half (1/2) inch wider at the base than at the top and shall not exceed downward below the ear lobe. Sideburns shall be shaved or trimmed horizontally at the bottom.
 - B. Wigs or hairpieces may only be worn to cover natural baldness or physical disfigurement and must conform to the previously stated haircut criteria.
 - C. Mustaches shall be neatly trimmed and shall not exceed below the upper lip line or beyond the corners of the mouth.
 - D. Beards or goatees shall be neatly trimmed and devoid of eccentric styling with a distinct beard line at the neck and closely cropped (1/2-inch).
 - E. Except when starting or maintaining a mustache, beard or goatee, employees will be clean-shaven.

2. Females' hair shall be neatly groomed and worn in a manner so that it does not extend beyond the bottom of the uniform collar. Hair shall be secured to the head in such a manner as to prevent it from hanging or swinging freely. Length or bulk shall not interfere with the normal wear of all standard Department headgear. Wigs or hairpieces may be worn but must conform with previously stated restrictions.
3. The following apply to both males and females:
 - A. Earrings, earstuds or items, which emphasize pierced body parts, that would be visible to the public will not be permitted.
 - B. Non-Natural hair colors will be not permitted.
 - C. Visible necklaces will not be permitted.
 - D. Makeup and fragrances shall adhere to traditional acceptable guidelines.
4. The above does not apply when participating in plain-clothes detail.

The Grooming Standards will become effective 30 days from the date of signing.


Department Concurrence

30 Jan 01
Date


PSPOA Concurrence

APPENDIX J

The following list establishes the seniority units for the Bureau of State Parks for the purposes of Article 26 (Seniority), Sections 4, 5, 6, 12, and 17:

Region 1

Bald Eagle
Black Moshannon
Bucktail
Chapman
Hills Creek Complex
 Cherry Springs
 Colton Point
 Denton Hill
 Leonard Harrison
 Lyman Run
 Patterson
Kettle Creek Complex
 Ole Bull
Kinzua Bridge Complex
 Bendigo
 Elk
Little Pine Complex
 Hyner Run
 Hyner View
 Upper Pine Bottom
Mt. Pisgah
Parker Dam Complex
 SB Elliott
RB Winter Complex
 McCalls Dam
 Ravensburg
 Sand Bridge
Reeds Gap Complex
 Poe Valley
 Poe Paddy
Sinnemahoning
Sizerville
 Prouty Place
Shikellamy Complex
 Milton
 Susquehanna

Region 2

Cook Forest Complex
 Clear Creek
Jennings Environmental Education Center

Keystone
Laurel Hill Complex
 Kooser
 Laurel Ridge
Linn Runn Complex
 Laurel Mountain
 Laurel Summit
Maurice K Goddard
Moraine Complex
 McConnells Mill
Ohiopyle
Oil Creek
Point Complex
 Allegheny Islands
Presque Isle Complex
 Erie Bluffs
Pymatuning
Raccoon Creek Complex
 Hillman
Ryerson Station
Yellow Creek

Region 3

Caledonia Complex
 Mont Alto
Canoe Creek Complex
 Trough Creek
 Warriors Path
Codus
Colonel Denning Complex
 Big Spring
 Fowlers Hollow
Cowans Gap Complex
 Buchanan's Birthplace
Gifford Pinchot Complex
 Susquehannock
 Samuel S Lewis
Greenwood Furnace Complex
 Penn-Roosevelt
 Whipple Dam
Kings Gap Environmental Education Center
Little Buffalo
Pine Grove Furnace
Prince Gallitzin
Shawnee Complex
 Blue Knob

Region 4

Delaware Canal Complex
 Ralph Stover
Fort Washington Complex
 Evansburg
French Creek Complex
 Marsh Creek
Memorial Lake Complex
 Swatara
 Boyd Big Tree Preserve
 Joseph E Ibberson Conservation Area
Neshaminy
 Benjamin Rush
Nockamixon
Nolde Forest Environmental Education Center
Norristown Farm
Ridley Creek Complex
 White Clay Creek
Tyler
Washington Crossing
Beltzville
Frances Slocum
Hickory Run Complex
 Lehigh Gorge
 Nescopeck
Jacobsburg Environmental Education Center
Lackawanna Complex
 Archbald Pothole
 Prompton
 Salt Springs
Locust Lake Complex
 Tuscarora
Promised Land Complex
 Varden Conservation Area
Ricketts Glen
Tobyhanna Complex
 Big Pocono
 Gouldsboro
Worlds End

This agreement supersedes any prior agreement or sideletter on this same topic which may have been effectuated prior to the execution date of this collective bargaining agreement.

APPENDIX K

**COUNTIES WITHIN SENIORITY UNITS *
FOR FURLOUGH AND RECALL**

SENIORITY UNIT A

Clarion
Crawford
Erie
Forrest
Jefferson
Mercer
Venango

SENIORITY UNIT B

Bradford
Cameron
Centre
Clearfield
Clinton
Elk
Lycoming
McKean
Montour
Northumberland
Potter
Snyder
Tioga
Union
Warren

SENIORITY UNIT C

Carbon
Columbia
Lackawanna
Lehigh
Luzerne
Monroe
Northampton
Pike
Schuylkill
Sullivan
Susquehanna
Wayne
Wyoming

SENIORITY UNIT D

Allegheny
Armstrong
Beaver
Butler
Fayette
Greene
Indiana
Lawrence
Somerset
Washington
Westmoreland

SENIORITY UNIT E

Adams
Blair
Bedford
Cambria
Cumberland
Franklin
Fulton
Huntingdon
Juniata
Mifflin
Perry
York

SENIORITY UNIT F

Berks
Bucks
Chester
Dauphin
Delaware
Lancaster
Lebanon
Montgomery
Philadelphia

* Seniority units include both Bureau of State Parks and Bureau of Forestry. Counties are determined by an employee's Headquarters.