

**2008-2011 ARBITRATION AWARD  
FINALLY ISSUED BY ARBITRATOR**



**PSCOA AGAIN BREAKS “PATTERN”!**

The PSCOA today – **September 22, 2008** - received the *official* copy of the 2008-2009 Award directly from Arbitrator Michael Zobrak. A complete copy of the actual Award will be posted on our Website along with the letter of the neutral arbitrator.

We regret the confusion caused by the Commonwealth’s premature release of a draft of the Award. Its conduct was in complete, but characteristic, violation of the agreement of the parties regarding the release of the Award.

The Award contains good news and some bad news. We again broke the pattern from AFSCME and secured a 3% wage increase for H-1 in the first year instead of a lump sum. During the term of this new contract that 3% in the first year equals more than 9% in wages than other Commonwealth employees will receive. Also unlike the bonus, the 2008 increase also provides permanent increases in your pension and hourly rate upon which all employment elements are based. With just the three base wage increases contained in this Award, each H-1 member will receive a 10.3% increase in base.

Additionally, we secured some meaningful improvement in sick leave access that is detailed below. Of equal importance, we will finally be able to address in arbitration both the DOC’s abuse of the bid posts and vest implementation.

We are currently considering judicial review of some of the provisions that the arbitrator ordered even though the Commonwealth never even proposed the change (such as changing the definition of overtime) and some other provisions that we believe are unlawful. As always, we will keep you advised of developments in that regards. However, we did not want to delay the issuance of this Summary while our review is completed.

Here is a Summary of the Award. Again, the entire Award is on our Website.

**1. DURATION**

As we requested, there will be a THREE YEAR contract, from July 1, 2008 to June 30, 2011. The Commonwealth wanted a four year agreement.

**2. WAGES**

Unlike AFSCME that only received a “bonus” in the first year of its four year agreement, we were awarded three annual wage increases

- July 1, 2008 – 3% (plus step and longevity - *fully retroactive*)
- July 1, 2009 – 3% (plus step and longevity)
- July 1, 2010 – 4% (plus step and longevity)

The Arbitrator failed to correct the missed step taken from H-1 employees.

**3. HEALTH INSURANCE - Actives**

The Award forces us to continue to use PEBTF and the AFSCME pattern with increased wage copays of 1.5%, 2% and 3%. However, PEBTF will offer “Get Healthy” again to H-1 to reduce your copay within the next ninety days.

**4. HEALTH INSURANCE - Retirees**

While the Award increases the retiree’s contribution in the same percentage of actives, the increases applies only to retirees who retires on or after July 1,2009. Any H-1 member who retires prior to that date will be subject to the copay at the existing amount.

An H-1 employees who has at least fifteen years of credited service as of September 1, 2008, or who has thirteen (13) years of service and is within one (1) years of superannuation age as of September 1, 2008 shall be eligible to elect retiree health coverage upon reaching retirement age with fifteen (15) years of credited service rather than twenty years. Additionally, the three year rehire rule will not apply to such employees.

**5. BID POSTS**

Twenty years of disputes over bid posts have finally been resolved. Over the opposition of the Commonwealth, the existing bid post language was incorporated into the contract and a single statewide arbitration (like the recent pre-shift duties arbitration) will be conducted to identify every bid post in every institution in the system. New positions created after the contract will be subject to the grievance and arbitration process.

**6. HOLIDAY COMPENSATORY LEAVE**

The holiday compensatory leave was increased from 90 days to 120 days.

**7. COMBINED LEAVE – SELL BACK**

The annual sell back of combined leave was improved by increasing the sell back from eight (8) to ten (10) days.

**8. ACCESS TO FAMILY SICKNESS LEAVE**

Your access to Family Sickness Leave will be improved as follows:

	<b>NEW CONTRACT</b>	<b>OLD CONTRACT</b>
<b>Leave Service Credit</b>	<b>Family Sickness Leave</b>	<b>Family Sickness Leave</b>
<b>Over 1 to 2 years</b>	Up to <i>37.5/40 hours</i>	Up to 30/32 hours
<b>Over 2 years to 3 years</b>	Up to <i>75/80 additional hours</i>	Up to 52.5/56 additional hours
<b>Over 3 years to 15 years</b>	Up to 112.5/120 additional hours	Up to 112.5/120 additional hours
<b>Over 15 years to 25 years</b>	Up to 150/160 additional hours	Up to 150/160 additional hours
<b>Over 25 years</b>	Up to 195/208 additional hours	Up to 195/208 additional hours

**9. COMBINED LEAVE – ACCESS TO SICK LEAVE**

The minimum time required to secure access to your sick leave was improved as follows:

<b>NEW CONTRACT</b>			<b>OLD CONTRACT</b>		
<b>Years of Service</b>	<b>Day of Absence (retro)</b>	<b>of Sick Leave Available</b>	<b>Years of Service</b>	<b>Day of Absence (retro)</b>	<b>of Sick Leave Available</b>
<b>1</b>	6th day	first 5 days	<b>1</b>	6th day	first 5 days
<b>2</b>	6th day	first 5 days	<b>2</b>	6th day	first 5 days
<b>3</b>	6th day	first 5 days	<b>3</b>	6th day	first 5 days
<b>4</b>	5th day	first 4 days	<b>4</b>	6th day	first 5 days
<b>5</b>	5th day	first 4 days	<b>5</b>	6th day	first 5 days
<b>6</b>	4th day	first 3 days	<b>6</b>	5th day	first 4 days
<b>7</b>	4th day	first 3 days	<b>7</b>	5th day	first 4 days
<b>8</b>	4th day	first 3 days	<b>8</b>	5th day	first 4 days
<b>9</b>	3rd day	first 2 days	<b>9</b>	5th day	first 4 days
<b>10</b>	3rd day	first 2 days	<b>10</b>	5th day	first 4 days
<b>11</b>	3rd day	first 2 days	<b>11</b>	5th day	first 4 days
<b>12</b>	2nd day	first day	<b>12</b>	5th day	first 4 days
<b>13</b>	2nd day	first day	<b>13</b>	5th day	first 4 days
<b>14</b>	2nd day	first day	<b>14</b>	5th day	first 4 days
<b>15</b>	1st day	first day	<b>15</b>	5th day	first 4 days
<b>16</b>	1st day	first day	<b>16</b>	3rd day	first 2 days
<b>17</b>	1st day	first day	<b>17</b>	3rd day	first 2 days
<b>18</b>	1st day	first day	<b>18</b>	3rd day	first 2 days
<b>19</b>	1st day	first day	<b>19</b>	3rd day	first 2 days
<b>20</b>	1st day	first day	<b>20</b>	3rd day	first 2 days
<b>21</b>	1st day	first day	<b>21</b>	3rd day	first 2 days
<b>22</b>	1st day	first day	<b>22</b>	3rd day	first 2 days
<b>23</b>	1st day	first day	<b>23</b>	3rd day	first 2 days
<b>24</b>	1st day	first day	<b>24</b>	3rd day	first 2 days
<b>25</b>	1st day	first day	<b>25</b>	3rd day	first 2 days
<b>26</b>	1st day	first day	<b>26</b>	1st day	first day

**10. VESTS**

The Commonwealth implemented the use of vests with little concern for the needs of our members. The Award now requires the Commonwealth to make “reasonable accommodations” for the safe use of vests (mist rooms, air conditioning, relief etc.) Of equal importance the Award provides that the Commonwealth failure to provide or comply with these accommodations shall be resolved by the grievance and arbitration process.

**11. EDIBLE FOOD**

The Award finally provides some relief, although limited, for the slop that the Commonwealth forces upon the H-1 bargaining unit. Henceforth, “food provided to the bargaining unit shall be fresh and edible.” However, the arbitrator also provided that grievances challenging such food can only be processed through the Joint Committee level of the grievance procedure.

**12. OVERPAYMENTS**

Under the existing contract and an antiquated Management Directive, the Commonwealth can and commonly does simply confiscate your wages when IT makes an error in the payment of those wages. The Award now provides a structured procedure for the repayment of overpayment and requires the Commonwealth to provide a repayment schedule that requires the Commonwealth to take into consideration the affected employee’s financial situation.

**13. LEAVE DONATION PROGRAM**

The existing Leave Donation Program was slightly improved by adding “foster children” and expanding the group of potential donors from within just the DOC or DPW to the entire Commonwealth employment base.

**14. TOBACCO USE**

In light of the recent Pennsylvania enactment of a state law banning smoking in any workplace, the arbitrator made use of tobacco in H-1 a “meet and discuss” issue rather than a negotiable issue.

**15. LEAVES OF ABSENCE FOR UNION BUSINESS**

The Award provides that H-1 members serving as Business Agents, Officials and local union officials using UB will no longer be denied their full seniority and longevity when they return to their H-1 jobs.

**16. GRIEVANCE PROCEDURE**

Some very minor largely meaningless modification to the mechanics of the grievance procedure were added to the contract. For example, as of January 1, 2009 we now have to state the Articles and Sections and a “short description of the alleged violation.” We will modify the Grievance Forms to accommodate the new changes.

**17. CHANGING SHIFTS FOR TRAINING**

The Award now allows the DOC, with two weeks notice, to modify the work schedule twice each calendar year in order to provide block training during the day shift. Addiitonal modifications of schedules for block training will be permitted only for emergency reasons.

**18. NEW COMBINED LEAVE RESTRICTIONS**

Regrettably, the arbitrator imposed several new restrictions upon the use of combined leave. They are:

- “Appropriate documentation for emergency reasons other than sickness” may be required for absences of less than three days where the Commonwealth has reason to believe that he employee has been abusing sick leave”

- Medical documentation can be required “when a significant number of employees” take prescheduled leave on the same day (such as Super Bowl Sunday).
- H-1 can no longer use combined leave when the employee is incarcerated or on house arrest or doing community service
- H-1 employees with three non-prescheduled days in a year cannot anticipate combined leave
- The definition of “hour worked” for purposes of computing overtime was changed to exclude “any combined leave once an employee has used non-scheduled combined leave if three occurrences in a calendar year.”
- A series of relatively minor changes to the procedures and requirements for Unpaid Leave with Benefits, Unpaid Leave with benefits

**19. COMMONWEALTH PROPOSALS REJECTED BY ARBITRATOR**

The Arbitrator *rejected* the rest of the Commonwealth’s proposals to change your contract that included:

- The elimination of all Late Relief payments
- The elimination of the existing overtime procedure and the adoption of a procedure “in accordance with the procedures established by the Employer.”
- Eliminate the Commonwealth’s obligations to provide “sufficient opportunities for employees to use all leave they will earn”
- Eliminate clothing allowance
- Eliminate all bid posts
- Eliminate two holidays
- Eliminate paid time off for hours worked on a holiday
- Eliminate retirement buyouts