

MEMORANDUM OF AGREEMENT
BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA
AND
THE PENNSYLVANIA STATE CORRECTIONS
OFFICERS ASSOCIATION (PSCOA)
REGARDING
THE CLOSURE OF
SCI CRESSON AND SCI GREENSBURG

On January 9, 2013, the Department of Corrections (DOC) announced its intention to close the State Correctional Institutions (SCI) at Cresson and at Greensburg. It is anticipated that the closing of these institutions will be completed on or before June 30, 2013. In order to facilitate this agreement a common furlough date of June 30, 2013, has been established for both institutions.

The following extra contractual agreement has been developed pursuant to discussions between the PSCOA and the Commonwealth of Pennsylvania, and shall apply solely for providing a placement process for H1 bargaining unit staff at SCI Cresson and SCI Greensburg:

1. The DOC and the PSCOA have agreed to a mutual pre-furlough placement questionnaire. The H1 Employee Questionnaire had a stated deadline for return to the Bureau of Human Resources (BHR) of January 22, 2013. By mutual agreement of the parties the deadline for the return of the questionnaires was extended to January 29, 2013.
2. The DOC will hand deliver questionnaires to employees at the work site, who will be required to acknowledge receipt via signature. Any employee who is not available at the worksite for hand delivery will have the questionnaire sent to their home address (address in SAP) via certified US Mail. The BHR shall provide the Association with a report of the employees who have not returned the questionnaire by the deadline date of January 29, 2013.
3. Placement to permanent "uncommitted, budgeted, available vacancies which the Employer intends to fill" will begin with all employee questionnaires postmarked or received by the DOC, Bureau of Human Resources (BHR), on January 29, 2013.
4. Employees whose questionnaires are not postmarked or received by the BHR on or before January 29, 2013 will be slotted into the placement process using the date the employees' questionnaire is received by the BHR. Questionnaires received by the BHR on the same date will be ranked in order of H1 bargaining unit seniority. An employee may not make changes to the questionnaire once it is signed by the employee and received by the BHR. However, if an employee submits a second Questionnaire, and it is received in accordance with the above mentioned deadline, it will replace the first

Questionnaire submitted. Second Questionnaires received after the deadline will not be accepted and the employee's first Questionnaire received by the deadline will be processed.

5. Prior to offers being sent to employees, DOC will provide PSCOA a listing of all surveys received with the date received and a list of names of employees whose surveys were not received. After receiving this information, the PSCOA will have five (5) business days to review and provide written comments to the DOC regarding any concerns with the information provided and requesting further action. DOC will review the comments provided and take action that it deems appropriate before sending offers.
6. The DOC will attempt to place HI bargaining unit employees at SCI Cresson and SCI Greensburg in the following manner:
 - a. Geographic limitations for the application of this Section will be designated by the employee by completing a questionnaire. On the questionnaire the employee shall indicate the correctional institutions to which he/she would accept a placement, ranked in preference order.
 - b. Placement offers will be made beginning with employees who submitted their questionnaires on or before the established submission date, in order of bargaining unit seniority. An employee shall receive an offer to a position at one of the preferred institutions on the employee's questionnaire if such institution has a budgeted, available, uncommitted, permanent vacancy in the employee's current classification.
 - c. Attempts will be made to place/reassign Sergeants into vacant Sergeant positions. PSCOA agrees to waive the seniority rights of officers under Article 27, Section 5 of the CBA at the receiving institutions to allow Sergeants to be placed into vacant positions. If no Sergeant positions are available in the preferred institutions, the DOC will attempt to place the employee into a CO1 position at a preferred institution.
 - d. Offers of placement may also be made to employees for HI positions they are qualified for, but do not presently hold at their home institutions provided that the employee indicates their willingness to accept such a position on their questionnaire. In the event that an offer is accepted by an employee to a position/title that is not his/her present job title, he/she will be offered the right of first refusal for his original job titled position at the new institution. Such right of first refusal will be for a period of three years from June 30, 2013 and shall supersede the right of secondary recall outlined in paragraph 6(m) herein.

- e. Employees who respond to the questionnaire will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Agreement shall cease and Article 27, Section 12 shall apply. If an employee refuses reassignment under Article 27, Section 12, the employee will be furloughed on or before June 30, 2013. The furloughed employee shall retain recall rights as outlined in Article 27, Section 9, of the collective bargaining agreement.
- f. Employees who choose not to submit a questionnaire to participate in the placement process described herein or who are unable to be placed at a preferred institution in the process described above shall be reassigned under Article 27 Section 12. Employees who submitted a questionnaire and are not placed through the process described herein or indicate a retirement date prior to June 30, 2013 on the questionnaire, will not be furloughed prior to June 30, 2013. It is understood that employees who remain employed at SCI Cresson and SCI Greensburg may be assigned duties outside of their classification. Employees who do not submit a questionnaire with a placement preference(s) or a retirement date prior to June 30, 2013 and refuse reassignment, will be furloughed on or before June 30, 2013. The furloughed employee shall retain recall rights as outlined in Article 27, Section 9, of the collective bargaining agreement.
- g. Probationary employees shall also have the right to be placed under this process by submitting an employee questionnaire. A permanent status employee who submits his/her employee questionnaire after the designated submission date shall be slotted ahead of any probationary employee who has not received a placement/reassignment offer, but shall not displace a probationary employee who has already received a placement offer.
- h. Employees who are placed/reassigned under this process shall have the starting date at their new institution established at the sole discretion of management. It is further understood that there shall be no break in service during the placement process.
- i. Employees who are placed/reassigned under this process may be required to change from their current work schedule. Employees will be given a minimum of a two week notice of their initial shift and pass days at the new institution.
- j. Employees who are currently on a bid post will not retain their bid post upon placement/reassignment to their new institution. When an employee who holds a bid post is placed/reassigned in accordance with the procedures outlined in this agreement, the post will not be re-bid at the closing institution.

- k. If an employee that has been placed/reassigned pursuant to this agreement has prescheduled vacation that has been approved prior to January 9, 2013 for SCI Greensburg and March 15, 2013 for SCI Cresson, he/she may elect to retain the preschedule vacation at his/her discretion. In the event of a conflict in selection periods the provisions of Article 10, Section 2 shall apply.
- l. The employer shall establish a recall list by classification series using the same geographical and organizational limitation as the seniority unit that closed. In the event of a reopening of either closed work site, recall will be made according to the following schedule:
- i. Furloughed employees of Cresson will be recalled to Cresson. Furloughed employees of Greensburg will be recalled to Greensburg.
 - ii. Employees who accepted assignment/placement at other institutions from Cresson will be given a right to refuse recall to Cresson. Employees who accepted assignment/placement at other institutions from Greensburg will be given a right to refuse recall to Greensburg.
 - iii. Such recall will remain in effect for furloughed and placed/reassigned employees for a period of three years after June 30, 2013.
 - iv. The recall provided above replaces that referenced in Article 27, Section 9.
- m. Any employee who accepts placement/reassignment at an institution that was not his/her first choice on the H1 Employee Questionnaire shall have the right of recall to an open position in their original classification at that "first choice" institution in order of bargaining unit seniority. Such recall will be for a period of three years from June 30, 2013.
- n. Article 27 Section 7 shall only apply to employees who are actually furloughed as outlined above.
7. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights under this Agreement and Article 27, Section 9 of the CBA as of the date of the approval of benefits by the State Employees' Retirement Board.

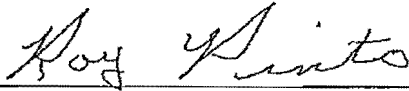
8. It is understood that any and all placement/reassignments made under this process to SCI Benner shall count towards the 20% staffing requirements delineated in Article 27 Section 10.

The understandings are without precedent or prejudice to the contractual rights of the parties.

This agreement shall be effective upon the execution of same by the parties hereto.

PENNSYLVANIA STATE CORRECTIONS OFFICERS ASSOCIATION

By:



2/5/13


Roy Pinto

Date

President

COMMONWEALTH OF PENNSYLVANIA

By:



2/5/2013

James A. Honchar, SPHR

Date

Deputy Secretary for Human Resources and Management