



August 19, 2019

Larry Blackwell, PSCOA President
2421 North Front Street
Harrisburg, PA 17110

RE: Article 29, Section 4
Uniforms, Clothing and Equipment

Dear Larry:

As agreed between the parties, the following provisions of Article 29, Section 4, Uniforms, Clothing and Equipment will be amended regarding the wearing of Department of Corrections issued protective vests as follows:

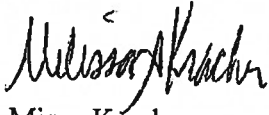
1. The first sentence of Article 29, Section 4 shall be amended and now read: "The wearing of puncture resistant protective vests while on duty shall be optional for all Department of Corrections H-1 staff. All vests provided shall be within the effective warranty protection of the manufacturer."
2. The above-noted change shall not abridge the right of the Department of Corrections to set a policy or standard regarding the storing of puncture resistant protective vests when not in use. To wit: the Department of Corrections' expectation is that when a vest is worn, it must remain on the individual while on duty and that it shall not be stored or left unsecured inside the secure perimeter.
3. This agreement is not intended to change any other Department policies that require the wearing of vests for specific posts or assignments.
4. This agreement shall become effective retroactive to the date when the DOC recently began asking staff if they wanted a vest (approximately August 6, 2019) and shall remain in effect until such time that either party serves the other with a thirty (30) day written notice of the desire to withdraw from this agreement. In the event of a withdrawal, the language shall revert to the language presently found in Article 29, Section 4. A withdrawal shall not prohibit the parties from meeting and discussing the optional wearing of puncture resistant protective vests. No substantive changes to the terms or conditions of the Collective Bargaining Agreement shall be made without full written consent of both parties or through the collective bargaining process.
5. No person accepting a puncture resistant protective vest pursuant to this agreement shall be considered to have "elected to be provided" a vest as that term is presently defined in Article 29, Section 4. In the event of a withdrawal from this agreement, all Department of Corrections H-1 staff members who have received a puncture resistant

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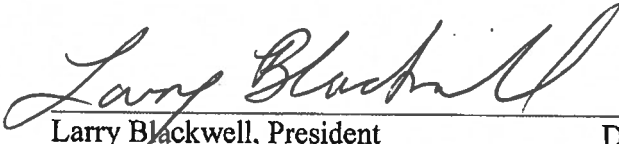
protective vest shall continue to be permitted to wear the same on an optional basis until the service life of the vest expires or the vest becomes damaged/unserviceable, whichever comes first. Further, in the event of a withdrawal, the Department of Corrections shall provide clear notice to all employees thereafter that electing to be provided a puncture resistant protective vest shall trigger the mandatory requirement that the vest be worn while on duty.

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

Sincerely,



Missy Kracher
Chief, Employee Relations



Larry Blackwell, President
PSCOA

Date

8-20-19