

January 28, 2020

Hank McNair  
Executive Vice President  
PSCOA  
2421 North Front Street  
Harrisburg, PA 17110

RE: QUE 19-006/W-19-360  
Article 25, Section 3  
Temporary Working Out of Class (TWOC)  
in the H1 Bargaining Unit

Dear Hank:

This agreement resolves the grievance QUE-19-006/W-19-360 regarding bid postings during TWOC assignments in the H1 bargaining unit. This agreement supersedes any local side letters or settlements regarding TWOC assignments in the H1 bargaining unit. As agreed between the parties, the following will apply to TWOC assignments which last or are expected to last more than 20 days within the H1 bargaining unit in the Department of Corrections:

1. Overtime

- a. Employees accepting TWOC assignments in accordance with the above, will be removed from the voluntary and mandatory overtime lists for their permanent classification and will be placed on the voluntary and mandatory overtime lists for the TWOC classification for the duration of the TWOC assignment.
- b. For voluntary overtime purposes, an employee expressing a willingness to work voluntary overtime in the TWOC assignment will be credited with the maximum amount of credited voluntary overtime hours held by an employee in the TWOC classification in the voluntary overtime accumulation unit.
- c. For mandatory overtime purposes, the employee will be placed on the mandate list for the TWOC classification based on the employee's last mandate date in the permanent classification and bargaining unit seniority. When the employee returns to the permanent classification, the employee will be placed on the mandate list based on the employee's last mandate date in the TWOC classification and bargaining unit seniority.
- d. Upon return to their permanent classification, employees will be credited with the maximum amount of credited voluntary overtime hours held by an employee in the permanent classification in the voluntary overtime accumulation unit.

**2. Leave**

- a. Leave used while in the TWOC assignment will not be charged against the leave slots in the employee's permanent classification. However, leave that was pre-selected and approved in the permanent classification will be honored and charged against any available leave slots in the TWOC classification. If no leave slots are available in the TWOC classification, pre-selected and approved leave in the permanent classification will still be honored. Leave slots held by the employee in the permanent classification will be released two weeks in advance provided the employee is not returned to the permanent classification.
- b. New leave requests submitted once in the TWOC assignment will be handled in accordance with local policy in the TWOC classification.
- c. Leave selected in the permanent classification will be honored if the employee returns to the permanent classification unless the leave slots were released in accordance with 2.a. above.
- d. If an employee is in a TWOC assignment at the time of leave selection, they will select leave in the TWOC classification. Upon return to the permanent classification, leave that was pre-selected and approved in the TWOC classification will be honored and charged against any available leave slots in the permanent classification.

**3. Bid Post/Shift**

- a. Employees accepting TWOC assignments within the bargaining unit will maintain their bid post and shift bid in the permanent classification.
- b. If there is a relief bid post holder for the bid post held by the TWOC employee, the relief bid post holder will be assigned to the bid post during the period of the TWOC assignment. The relief bid post will not be temporarily bid.
- c. If the bid post held by the TWOC employee is a relief bid post, it will not be temporarily bid.
- d. If there is no relief bid post holder, the bid post of the TWOC employee will be temporarily bid and the person awarded the temporary bid post will relinquish any other bid they hold.

4. Local management will provide a copy of this agreement to the member accepting the TWOC assignment along with a local PSCOA representative. All three parties will sign and date below for receipt of said agreement.

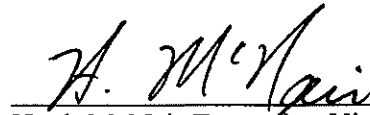
5. This agreement shall be in effect as of the date of signing, and shall continue until either party serves written notice to withdraw. Within thirty (30) days of such notice the parties agree to meet and discuss the matter. If no mutual agreement is reached, applicable terms of the current Collective Bargaining Agreement shall go into effect at the conclusion of the thirty (30) days.

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

Sincerely,



Missy Kracher, Chief  
DOC/PBPP Employee Relations Division



Hank McNair Executive Vice President  
PSCOA

1/28/2020  
Date

Acknowledgement of Receipt:

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PSCOA Representative Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Witness

\_\_\_\_\_  
Date