

COMMONWEALTH OF PENNSYLVANIA

AND

PENNSYLVANIA STATE CORRECTIONS OFFICERS ASSOCIATION

Effective July 1, 2011 to June 30, 2014

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PREAMBLE

This Agreement entered into by the Pennsylvania State Corrections Officers Association, hereinafter referred to as the Association, and the Commonwealth of Pennsylvania, hereinafter referred to as the Employer, has as its purpose the promotion of harmonious relations between the Association and the Employer; the establishment of an equitable and 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 Pennsylvania State Corrections Officers Association is recognized as the exclusive representative for collective bargaining purposes for employees within the classifications included under the following certification of the Pennsylvania Labor Relations Board, more specifically referred to as PERA-R-01-153-E, Correction Officers and Forensic Security Employees.

Section 2. The term employee when used in this Agreement is defined as those persons in the classifications covered by the certification referred to in Section 1 of this Article.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. 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, except as modified by this Agreement.

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 ASSOCIATION SECURITY

Section 1. Each employee who, on the effective date of this Agreement, is a member of the Association, and each employee who becomes a member after that date shall maintain membership in the Association, provided that such employee may resign from the Association, in accordance with the following procedures:

a. The employee shall send a certified letter, return receipt requested, of resignation to the headquarters of the Pennsylvania State Corrections Officers Association and a copy of the letter to the

employee's agency. The official membership card, if available, shall accompany the letter of resignation.

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 Association and where applicable is revoking check-off authorization.

Section 2. The payment of dues and assessments while a member shall be the only requisite employment condition.

Section 3. The Employer and the Association hereby agree that all non-members of the Association shall be subject to a fair share fee as provided for in Act 84 of 1988 (S.B. 291) and any amendments thereto.

Section 4. The Employer shall furnish each new employee with a copy of this Agreement together with an authorization for dues payroll deduction, provided the Association has furnished the Employer with sufficient copies of the Agreement containing the authorization for dues deduction.

ARTICLE 4 DUES DEDUCTION

Section 1. The Employer agrees to deduct the Association 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 rate at which dues are to be deducted and the amount of the annual assessment shall be certified to the Employer by the Association, and the Employer shall deduct Association dues at this rate from members' regular biweekly salary and wages (including retroactive salary/wage payments and lump sum payments made pursuant to Article 17, Salaries and Wages but excludes premium or supplemental payments such as overtime, shift differential, higher class pay etc.). The aggregate deductions of all employees shall be remitted together with an itemized statement to the Association 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 Employer further agrees to deduct a fair share fee biweekly from all employees in the bargaining unit who are not members of the Association.

Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Association by the last day of the succeeding month, after such deductions are made.

Section 3. The employee's written authorization for dues payroll deductions shall contain the employee's name, employee number, agency in which employed, work location (institution/boot camp or corrections community center), Association name and local.

Section 4. Where an employee has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, the Employer shall, in the manner outlined in Sections 1 and 2 above, deduct the Association membership dues and fair share fees that are due and owing for the period for which

the employee receives back pay.

Section 5. The dues deduction and fair share fee 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 and fair share fee deductions will be resumed for employees upon their return from a leave of absence without pay or recall from furlough.

Section 6. The Employer shall provide the Association, on a monthly basis, a list of all employees in the bargaining unit represented by the Association. This list shall contain the employee's name, social security number, address, agency in which employed, class code, work location (institution/boot camp or corrections community center), employee number and whether the employee is a member or non-member.

Upon written request of the Association, the Employer shall provide the Association on a semi-annual basis with a list of all current bargaining unit members with their date of birth and most recent date of hire. On a monthly basis, the Employer shall provide a list of all employees who have been hired, with their date of birth and most recent date of hire, and a list of all employees who have left the bargaining unit with the date the employee left.

Section 7. The Association 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 the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 5 CREDIT UNION

Section 1. The Employer agrees to make payroll deductions available to employees who wish to participate in the Pennsylvania State Employees Credit Union, as designated by the Association, and any one of the credit unions duly chartered under State or Federal statutes and approved by the Employer.

Section 2. The Employer shall remit the deductions of employees together with an itemized statement to the applicable credit unions designated under Section 1 above within 30 days following the end of the calendar month in which deductions were made.

Section 3.

a. The Employer shall establish rules, procedures and forms which it deems necessary to extend payroll deductions for credit union purposes.

b. Payroll deduction authorization forms for credit union purposes must be executed by and between the employee and an official of the credit union.

Section 4. The Association 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 the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 6 HOURS OF WORK

Section 1. All employees shall have a work schedule consisting of any ten days within a consecutive 14 calendar day period.

Section 2. The work day shall consist of any 24 hours in a pre-established work schedule beginning with the scheduled reporting time for the employee's shift.

Section 3. The work shift shall consist of 7.5 or 8 work hours within pre-established work schedules.

Section 4. The regular hours of work for any shift shall be consecutive except that they may be interrupted by a meal period.

Section 5. Work schedules showing the employees' shifts, work days, and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted two weeks in advance. Where changes are to be 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 Association prior to the implementation of such changes or schedules.

In addition to the above, the employer may, with at least two weeks' notice, modify the work schedule of bargaining unit members twice during each calendar year in order to provide *block* training during the day shift. Additional modification of schedules for *block* training on the day shift shall only be permitted for emergency reasons.

Section 6. The provisions of Sections 1 through 5 shall not be applicable to part-time Corrections Community Center Monitors. Part-time Corrections Community Center Monitors will continue their hours of work in accordance with past practices, unless changed by the Employer under the terms of Article 2 of this Agreement.

ARTICLE 7 MEAL PERIODS

Section 1. All employees shall be granted a meal period during each shift, which period shall fall within the third to fifth hours of their work day unless otherwise approved by the Employer or unless emergencies require a variance.

Section 2. If employees of the Department of Public Welfare Regional Forensic Units are required to work more than two hours beyond their regular quitting time, they will be allowed a meal period at the end of the initial two hour period or sooner. In addition, the employee will be allowed a meal period for each four hours worked beyond each meal period. For employees who work more than two hours after their scheduled quitting time and have not had notice of such work requirement at least two hours before commencement of their regular shift, the Employer shall compensate the employee for a meal in an amount actually expended and not to exceed \$8.00.

Section 3. Past practices relating to meal periods including one meal per shift and the providing of meals during such meal periods to employees in the Department of Corrections shall continue. All H-1 bargaining

unit employees in the Department of Corrections will have meal periods included as hours worked.

Section 4. The Employer agrees to reimburse all employees \$8.00 for all meals missed as a result of community assignments.

ARTICLE 8 EATING AND SANITARY FACILITIES

Section 1. The Employer shall provide adequate eating space and sanitary facilities at all permanent locations, which shall be properly heated and ventilated.

Food provided to the bargaining unit shall be fresh and edible.

Section 2. Vending machines for beverages shall be provided at institutional/boot camp sites where meal facilities are not available at all times. The Association may meet with authorized personnel of the various institutions/boot camps to discuss the possible increase in items that may be furnished through vending machines.

Section 3. Additional vending machines for snacks, sandwiches and beverages may be installed in all work locations when feasible, providing that existing vendor contracts permit the installation of additional vending machines and that arrangements can be made to do so at no cost to the Employer.

Section 4. The Department of Corrections agrees to meet and discuss with the Association at institutional/boot camp or agency levels, upon request, for the purpose of determining the allocation of vending machine profits.

Section 5. The Employer shall furnish showers for all employees in institutions/boot camps operated by the Department of Corrections and the Department of Public Welfare.

ARTICLE 9 HOLIDAYS

Section 1. The following days shall be recognized as holidays:

1. New Year's Day - January 1
2. Martin Luther King Jr.'s Birthday - 3rd Monday in January
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 - 2nd Monday in October
8. Veterans' Day - November 11
9. Thanksgiving Day - 4th Thursday in November
10. Day After Thanksgiving
11. Christmas Day - December 25

The holiday shall be deemed to fall on the day on which the holiday occurs. However, those bargaining unit members assigned to a Monday through Friday schedule shall have all contractual holidays

falling on a weekend observed on either the Friday before the holiday, or the Monday following the holiday. Holidays occurring on a Saturday will be observed on Friday and Holidays occurring on a Sunday will be observed on Monday.

Section 2. A permanent full-time employee shall be paid for any holiday listed in Section 1 of this Article, provided the employee was scheduled to work on that day and if the employee was in an active pay status on 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 thereto.

If a holiday is observed while a permanent full-time employee is on sick leave, combined or other paid leave status, the employee will receive holiday pay and the day will not be charged against sick, combined or other paid leave credits.

Section 3. Permanent full-time employees shall be guaranteed the same number of days off with pay equal to the number of paid holidays outlined in Section 1 above.

Section 4. If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Article, the employee shall be compensated at one and one-half times the employee's 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 2 above. Paid time off for time worked outside of the employee's regularly scheduled shift shall not be in lieu of such holiday pay. If a written request is received prior to or within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee, prior to the holiday or within the 120 calendar day period succeeding the holiday. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time prior to the completion of the 120 calendar day period succeeding the holiday, the employee shall be compensated at the employee's regular rate of pay in lieu of such paid time off.

Section 5. A permanent employee separated from the service of the Employer for any reason prior to taking paid time off earned by working a holiday 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.

Section 6. 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 employees their regular hourly rate of pay in lieu of such equivalent time off with pay.

Section 7. Whenever the Employer determines that staffing requirements prevent granting paid leave in lieu of a holiday which occurs on an employee's scheduled day off or prevent the granting of paid leave earned by an employee by working on a holiday listed in Section 1, or if the employee consents, upon request, to forego the day of paid leave, the employee shall be given an additional day's pay in lieu of a day of paid leave.

Section 8. Past practices at each institution/boot camp in the Department of Corrections concerning the

granting of compensatory time off earned as a result of working a holiday shall continue.

Section 9. When an employee's work shift overlaps the calendar day, the first shift of the employee in which 50% or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end 24 hours after the commencement of that shift.

Section 10. 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.

Section 11. In no event shall an employee be entitled to duplicate holiday payment. Time worked on holidays 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 18 of this Agreement.

Section 12. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

Section 13. The provisions of this Article are inapplicable to those employees with a pre-established work schedule which includes paid leave days in lieu of holidays.

ARTICLE 10 LEAVES

Section 1. Employees will earn combined and sick leave as of their date of hire with the Employer as a percentage of regular hours paid in accordance with Schedule 1 of this Article. Employees shall be eligible to use combined and sick leave after 30 calendar days of service with the Employer. Bereavement leave will be earned as of the beginning of the year in accordance with Schedule 1 of this Article, however, it will be non-cumulative from year to year. An employee may use sick leave for absences from work due to personal illness for more than five consecutive days or a chronic short or long-term personal illness or disability which mandates a regimented set of treatment which is administered by a licensed health care professional. (Examples for which this type of leave may be used are chemotherapy and kidney dialysis). Employees will be eligible to use sick leave using the following criteria:

- a. 0 to 3 years inclusive of credited Commonwealth service - an employee must be absent due to personal illness for more than five consecutive days, sick leave will be available, beginning with the sixth day of absence, combined leave will be available for the first five days of absence.
- b. Over 3 years through 5 years inclusive of credited Commonwealth service - an employee must be absent due to personal illness for more than five consecutive days, sick leave will be available retroactive to day five. Combined leave will be available for the first four days.
- c. Over 5 years through 8 years inclusive of credited Commonwealth service - an employee must be absent due to personal illness for more than five consecutive days, sick leave will be

available retroactive to day four, combined leave will be available for the first three days.

- d. Over 8 years through 11 years inclusive of credited Commonwealth service - an employee must be absent due to personal illness for more than five consecutive days, sick leave will be available retroactive to day three, combined leave will be available for the first two days.
- e. Over 11 years through 15 years inclusive of credited Commonwealth service - an employee must be absent due to personal illness for more than five consecutive days, sick leave will be available retroactive to day two, combined leave will be available for the first day.
- f. Over 15 years of credited Commonwealth service - an employee must be absent due to personal illness for more than five consecutive days, sick leave will be available retroactive to the first day.
- g. Each absence mandated by a regimented set of treatment which is administered by a licensed health care professional due to a chronic short or long-term personal illness or disability.

Regular hours paid as used in this Article include all hours paid except overtime, standby time, lay-over hours, call time, and full-time out-service training.

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.

Section 2. Employees will be able to use earned combined leave for any reason. All leave will be requested in advance and approved (pre-scheduled) subject to management's responsibility to maintain efficient operations. Emergency requests (non pre-scheduled call offs) for leave will be approved in cases of employee illness, family illness, a stress day or other legitimate reasons. However, excessive requests for non pre-scheduled leave will be treated under the basic concepts of just cause discipline.

Bargaining unit members employed by the Department of Public Welfare shall be required to notify the employer of the need to utilize an unscheduled absence leave day at least two (2) hours prior to the start of their regularly scheduled shift; provided that in a *bona fide* emergency, members shall call in as soon as practicable prior to their shift.

Employees will select vacation by classification at each work location . The employee with the greatest Bargaining Unit Seniority shall be given a choice of leave periods in the event of any conflict in the selection. Where reasonable opportunities are available for selection of leaves on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

The selection period for vacations from January 1 to March 31 shall be November and December of the preceding year and the selection period for vacations from April through December shall be January 1 to March 31 unless there are existing or subsequent agreements on the selection period and procedure at appropriate local levels.

Section 3. Combined leave, sick leave and bereavement leave pay shall be the employee's regular straight time rate of pay in effect for the employee's regular classification.

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

Section 5. Employees separated from the service of the Employer for any reason prior to taking their leave shall be compensated in a lump sum for the unused combined leave they have accumulated up to the time of separation.

Section 6. Unused combined leave shall be carried over from one calendar year to the next provided that in no case shall the amount thus carried over exceed 45 days. However, employees will be permitted to carry over unused combined 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 Section 13. Scheduling of those days carried over shall be in accordance with Section 2 above. Employees transferring to this bargaining unit will have unused annual and/or personal leave transferred to their combined leave account created by this Article.

Section 7. If an employee is required to return to work after commencement of a pre-scheduled combined leave, 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 pre-scheduled combined leave day or days. The employee shall be permitted to reschedule such combined leave day or days in accordance with Section 2.

Section 8. 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 year. It is understood that this Section does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

Section 9. Employees on leave without pay to attend official Association meetings or conferences in accordance with Article 15, Section 3 shall have that time included in regular hours paid for purposes of earning combined and sick leave entitlement and credited service under Section 1 above.

Section 10. Permanent employees who have one or more years of service since their last date of hire may anticipate combined and sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employees have been abusing the leave entitlement. Once an employee has used non-prescheduled combined leave in excess of three occurrences in a calendar year, that employee will not be able to anticipate combined and sick leave to which he/she would have become entitled during the then current calendar year unless approved by management. Permanent employees with less than one year of service since their last date of hire may not anticipate combined or sick leave.

Section 11. 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 combined leave unless the employee requests in writing before the end of the 14 calendar days to freeze all earned, unused combined leave.

An employee may subsequently change a decision to freeze the earned, unused combined leave by submitting a written request for a lump sum payment for the combined 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 re-employed during the furlough recall period, combined leave which was frozen will be reinstated. If the employee is not re-employed prior to the expiration of the furlough recall period, the employee shall be paid off in lump sum for all frozen, unused combined leave at the rate of pay in effect on the last date of employment prior to the date of furlough.

Section 12. A doctor's certificate is required for an absence from work due to personal sickness for three or more consecutive days of work or a family illness for three or more consecutive days which requires an employee's absence from work or to document a chronic short or long-term personal illness or disability for which a regimented treatment program which is administered by a licensed health care professional will require absence from the work place. For absences of less than three days, a doctor's certificate or other appropriate documentation for emergency reasons other than sickness, may be required where the Employer has reason to believe that the employee has been abusing the sick leave privilege.

In addition, employees may be required to provide medical documentation of employee illness or family illness or other appropriate documentation for emergency reasons other than sickness, when the Employer has reason to believe that the employee has been abusing the non pre-scheduled leave or when a significant number of employees take such non pre-scheduled leave on the same day at any institution. Failure to provide such documentation will provide just cause for discipline.

Family is defined as husband, wife, child, step-child, parent, brother or sister of the employee or child for whom the employee is the legal guardian.

Section 13. Employees may accumulate sick leave up to a maximum of 300 days. Employees transferring to this bargaining unit will have all unused sick leave transferred to the sick leave account created by this Article.

Section 14.

a. Employees who retire shall be paid in accordance with Schedule 2 of this Article for their accumulated unused sick leave if they retire under the conditions set forth in Subsection b.

b. Eligibility for payment of benefits under Subsection a. is as follows:

(1) Superannuation retirement with at least five years of credited service in the State and/or Public School Retirement Systems,

(2) Disability retirement, which requires at least five 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,

(4) Death prior to retirement or separation from employment except as provided in Section 15.

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.

Section 15. When an employee dies as the result of a work-related accident, the Commonwealth will pay 100% of the employee's unused sick leave. Such payments shall not be made for part days of accumulated sick leave.

Section 16. Employees may use up to five days of leave for the death of a spouse, parent, stepparent, child or stepchild and up to three days of leave may be used for the death of a brother, 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.

Up to 3 days of bereavement leave per year used by an employee will not be deducted from any earned leave and shall be noted as bereavement leave in the employee leave records.

Bereavement leave in excess of the 3 day per year entitlement shall be deducted from the sick leave account but shall be noted as bereavement leave in the employee leave records. If sick leave is not available, pre-scheduled combined leave will be granted upon request of the employee. Bereavement leave entitlement shall be non-cumulative from year to year.

Employees must submit the name of the deceased and relationship of the deceased to the employee along with a copy of the obituary or death notice in order to be entitled to use bereavement leave.

Section 17. After five years of service, an employee who uses three or less occasions of non pre-scheduled combined leave in a calendar year may elect at the end of the calendar year to sell up to ten (10) days of the employee's combined leave earnings for the calendar year to the Employer. Part days may not be sold. The rate of pay for days sold will be the employee's regular daily rate of pay on December 31 of the year.

For the purpose of this Section any leave noted as bereavement leave in the employee leave record shall not count as a non pre-scheduled combined leave occasion.

Section 18. 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.

Section 19. Where a family member's serious health condition requires the employee's absence from work beyond 15 days (112.5/120 hours as applicable) in a calendar year, permanent employees with at least one year of service may use accrued sick leave.

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
Over 1 year to 2 years
Over 2 years to 3 years
Over 3 years to 15 years

Sick Family Allowance
Up to 37.5/40 additional hours (5days)
Up to 75/80 additional hours (10days)
Up to 112.5/120 additional hours (15 days)

Over 15 years to 25 years
Over 25 years

Up to 150/160 additional hours (20 days)
Up to 195/208 additional hours (26 days)

b. During the initial 15 days (112.5/120 hours) of absence, paid combined leave and/or unpaid leave shall be used. The sick family leave allowance must be used prospectively, and may not be retroactively charged for any of the initial 15 days (112.5/120 hours). A separate 15 day (112.5/120 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 15 days (112.5/120 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 15 day (112.5/120 hour) period and subsequent sick family leave period.

e. Family member for the purposes of this Section is defined as the following persons: husband, wife, child, step-child, or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria.

Section 20. Effective January 1, 2006, or as soon as practically and legally possible thereafter, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year in which they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Combined Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name. If, however, the total amount of leave payout is \$5,000 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 21. Notwithstanding any provision of this agreement, no form of paid leave may be used by an employee to cover an absence in connection with any form of incarceration, including without limitation absences due to house arrest, community service, etc.

**SCHEDULE 1
LEAVE SCHEDULE**

	Combined Leave Days/Percentage of Regular Hrs Pd	Sick Leave Days/Percentage of Regular Hrs Pd	Bereavement Leave <u>Days</u>
Less than 1 year	15/5.77%	2/.77%	3 p/yr.
Over 1 year to 2 years inclusive	20/7.70%	3/1.16%	3 p/yr.
Over 2 yrs to 3 yrs inclusive	20/7.70%	4/1.54%	3 p/yr.

Over 3 yrs to 4 yrs inclusive	20/7.70%	5/1.93%	3 p/yr.
Over 4 yrs to 5 yrs inclusive	20/7.70%	6/2.31%	3 p/yr.
Over 5 yrs to 6 yrs inclusive	20/7.70%	7/2.70%	3 p/yr.
Over 6 yrs to 7 yrs inclusive	20/7.70%	8/3.08%	3 p/yr.
Over 7 yrs to 15 yrs inclusive	25/9.62%	8/3.08%	3 p/yr.
Over 15 yrs to 25 yrs inclusive	30/11.54%	8/3.08%	3 p/yr.
Over 25 years	35/13.47%	8/3.08%	3 p/yr.

Combined leave and sick leave will be earned as a percentage of regular hours paid as shown above.

Bereavement leave will be available at the beginning of the calendar year. It will be non-cumulative from year to year.

**SCHEDULE 2
SICK LEAVE RETIREMENT BUY-OUT**

Days Available at Retirement	Percentage Buy-Out	Maximum Days
0 – 200	40%	80
201-300	50%	150
300 + (in last year of employment)	100% of over 300 days	8

**ARTICLE 11
STRESS DAY**

Section 1. Employees with five or more years of H-1 Bargaining Unit service shall earn one paid stress day per calendar year. This day will not be charged against any form of paid leave. The employee will be entitled to use this day after completing 30 working days in an active pay status in the calendar year. The stress day will be granted, upon request, as long as no more than 5% of the employees scheduled on that shift have not called off as a stress day, or as long as no more than 10% of the employees scheduled on that shift have called off. It will be management's responsibility to advise the employee at the time of the stress day call-off that either the 5% or 10% maximum has been reached.

When an employee of the Department of Corrections who is scheduled to work on a holiday calls off and reports that absence as the employee's stress day, such notification will be considered the employee's stress day call off. The call off, for pay purposes, will be considered/coded as a holiday. Additionally, the employee will be entitled to eight (8) hours of compensatory leave.

ARTICLE 12 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 employee's immediate supervisor and shall be answered in writing. All other than emergency leave requests for one shift or less, except those made during the selection period, shall be answered, where possible, by the end of the work shift on which the request is made. In no event shall the request be left unanswered 24 hours prior to the requested time. If the request is received less than 24 hours prior to the start of the shift, it will be answered by the beginning of the shift for which the leave was requested.

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 at the discretion of the Employer.

Requests for any type of leave to which an employee is entitled under this Agreement and which is more than one shift but not more than one month shall be answered by the Employer within five days. If the requested leave is in excess of one month, the request shall be answered within 10 days.

Section 4. The Employer will continue its present practice of granting administrative leave to a reasonable number of employees who attend training seminars conducted by the Association to the same general extent that this has been granted in prior years.

Section 5. 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 13 CIVIL LEAVE

Section 1. The Employer recognizes the responsibility of its employees to fulfill their civic duties as jurors and witnesses in court proceedings. The Employer agrees therefore to grant civil leave with pay to permanent employees:

a. Who have not volunteered for jury duty and are called for jury duty

or

b. Who are not a party in a civil or criminal court proceeding, but are subpoenaed as a witness to attend such a court proceeding.

If the employee's shift is different than the hours required to attend court, the employee shall be granted civil leave for their regular shift immediately preceding or subsequent to the court appearance.

Evidence of such civil 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 possible.

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

Permanent employees who are subpoenaed as witnesses before the State Civil Service Commission or Pennsylvania Human Relations Commission shall be granted leave with pay while attending such hearings.

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 or emergency management rescue work during a fire, flood, hurricane or other disaster may be granted leave with pay. Certified Red Cross disaster relief volunteers may be granted leave with pay to perform disaster relief work for the Red Cross during a state of emergency declared by the Governor.

b. Volunteer participation in fire fighting activities, civil air patrol activities or emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the agency head. Employees absent from work for reasons under Subsection a. 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 14
MILITARY LEAVE

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

Section 1. Military Reserve

a. All 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 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., 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) or other military duty 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., 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.

d. 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 this 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 15 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 Association 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 consent of the Association and the Employer.

The employer agrees to credit full seniority and service credits:

(a) For all purposes for all time that a PSCOA business Agent or Official utilizes Leave Without Pay granted in accordance with this Article. Seniority credit will be calculated in accordance with Article 27, Seniority, Section 1(c).

(b) For all Union business leave utilized by local Union officials in accordance with this Agreement.

Section 3. Association officials or elected delegates shall be granted, subject to management's responsibility to maintain efficient operations, up to six weeks leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official Association meetings or conferences. Employees may use accrued combined leave for this purpose in lieu of leave without pay.

The following shall be recognized as official Association meetings or conferences:

1. PSCOA State Committee meetings (no more than Ten (10) employees per meeting); (State Committees: Bid Post, Constitution/By laws, Election, Finance, Grievance, Health and Welfare, Judicial/Ethics, Legislative, Public Relations, Transportation and Uniform.); No more than 2 employees per institution
2. PSCOA State Board meetings (held biannually, President/Vice President from each local);
3. PSCOA Executive Board meeting (held quarterly, no more than eight (8) employees);
4. President's meeting – No more than 6 meetings annually and no more than two employees per institution;
5. Contract Interpretation Training Sessions held after the negotiation of a new collective bargaining agreement for the purpose of disseminating contract interpretation information to delegates. An employee may be granted leave without pay with seniority credit to attend two contract interpretation sessions during the life of a collective bargaining agreement;
6. Statewide and Regional General Membership Meeting (one per year, no more than three (3) employees per local);
7. PSCOA Training Sessions (one per year per employee);
8. CUSA Corrections Conference (held quarterly);
9. Local Union Meetings – up to two local union officials from DPW and up to three local union officials from DOC (President, Vice President, Secretary, Treasurer), but no more than

two from any one shift, will be provided one shift of Union Business leave without pay with seniority credit within a 24-hour period to conduct monthly local union meetings.

10. Eastern and Western Joint Committee pre-meetings – One employee per month per institution provided there are cases to be heard;

Requests for leave without pay with seniority credit for Association officials or elected delegates will be forwarded to the Bureau of Labor Relations, Office of Administration, by PSCOA, not less than three weeks prior to the date of each meeting or conference. Each request will contain the name, classification, department and work location of the Association official or delegate, in addition to the name of the meeting or conference.

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, 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 Serious Health Condition Certification 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 accrued combined leave, to the extent required by Article 10, Section 1, and also accrued sick leave, in accordance with the same article and section, upon commencement of sick leave without pay. Such combined and 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 remaining combined leave, holiday or compensatory leave; however, if such leave is used it must be used at the commencement of the leave and will run concurrently with and reduce such entitlement.

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 16, Section 1.a., and family care leave without pay used under Article 39, 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 under this Section, Article 16, Section 1.a., and/or Article 39, 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 the commencement of the leave.

e. The continuation of benefits under this Section is subject to the employee's payment of any required employee contributions under Article 23.

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 for illness 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 16, Section 1.a., Article 39, Section 1, and Article 24, 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 27, 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 Section 2601 et seq.

Section 9. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Article 22 and 23 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. For the purpose of Section 3 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 16 PARENTAL 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 leave 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 under Article 15, Section 5.a., and family care leave without pay used under Article 39, 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 15, Section 5.a., and Article 39, 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 the 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 23.

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 leaves 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 the 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. Seniority shall continue to accrue during parental leave.

Section 5. Combined, Sick, Holiday and Compensatory Leave

An employee shall be required to use accrued combined leave, to the extent required by Article 10, Section 1, and also accrued sick leave, in accordance with the same article and section, for the period that she is unable to work as certified by a physician upon commencement of parental leave without pay. Such combined and 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 remaining combined leave, holiday or compensatory leave; however, if such leave is used it must be used at the commencement of the leave and will run concurrently with and reduce such entitlement. Unused leave shall be carried over until return. An employee shall not earn combined 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 Article 22 and 23 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 established by the Secretary of Administration regarding parental leave are published through the Directives Management System (Reference Management Directive 530.30).

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 Section 2601 et seq.,

**ARTICLE 17
SALARIES AND WAGES**

Section 1. Effective July 1, 2011 Each employee covered by this Agreement shall be entitled to longevity pay in accordance with Sections below.

- 4% of base pay after five (5) years of service.
- 5% of base pay after six (6) years of service.
- 6% of base pay after seven (7) years of service.
- 7% of base pay after eight (8) years of service.
- 8% of base pay after nine (9) years of service.
- 9% of base pay after ten (10) years of service.
- 10% of base pay after eleven (11) years of service.
- 11% of base pay after twelve (12) years of service.
- 12% of base pay after thirteen (13) years of service.
- 13% of base pay after fourteen (14) years of service.
- 14% of base pay after fifteen (15) years of service.
- 15% of base pay after sixteen (16) years of service.
- 16% of base pay after seventeen (17) years of service.
- 17% of base pay after eighteen (18) years of service.
- 18% of base pay after nineteen (19) years of service.
- 19% of base pay after twenty (20) years of service.
- 20% of base pay after twenty-one (21) years of service.
- 21% of base pay after twenty-two (22) years of service.
- 22% of base pay after twenty-three (23) years of service.
- 23% of base pay after twenty-four (24) years of service.
- 24% of base pay after twenty-five (25) years of service.
- 25% of base pay after twenty-six (26) years of service
- 26% of base pay after twenty-seven (27) years of service
- 27% of base pay after twenty-eight (28) years of service

Effective June 30, 2012 the scale below shall be in effect.

Each employee covered by this agreement shall be entitled to longevity pay in accordance with section 6 below

- 5% of base pay after five (5) years of service.
- 6% of base pay after six (6) years of service.
- 7% of base pay after seven (7) years of service.
- 8% of base pay after eight (8) years of service.
- 9% of base pay after nine (9) years of service.
- 10% of base pay after ten (10) years of service.
- 11% of base pay after eleven (11) years of service.
- 12% of base pay after twelve (12) years of service.

- 13 % of base pay after thirteen (13) years of service.
- 14 % of base pay after fourteen (14) years of service.
- 15 % of base pay after fifteen (15) years of service.
- 16 % of base pay after sixteen (16) years of service.
- 17 % of base pay after seventeen (17) years of service.
- 18 % of base pay after eighteen (18) years of service.
- 19 % of base pay after nineteen (19) years of service.
- 20 % of base pay after twenty (20) years of service.
- 21 % of base pay after twenty-one (21) years of service.
- 22 % of base pay after twenty-two (22) years of service.
- 23 % of base pay after twenty-three (23) years of service.
- 24 % of base pay after twenty-four (24) years of service.
- 25 % of base pay after twenty-five (25) years of service.
- 26 % of base pay after twenty-six (26) years of service.
- 27 % of base pay after twenty-seven (27) years of service.
- 28 % of base pay after twenty-eight (28) years of service.

Employees whose rate of pay exceeds the rate for the maximum established for their longevity range shall be placed at Step "0."

For the purpose of this Section, years of service will be defined as years of service within the bargaining unit.

Section 2. All current employees who are assigned to Step 0 shall be treated in accordance with the side letter between the parties dated January 22, 2002.

Each institution may hire Correction Officer Trainees and Forensic Security Employee Trainees at any step of pay range 34. However, all Correction Officer Trainees and Forensic Security Employee Trainees within an institution who are paid below the hiring rate will be adjusted to the new hiring rate. For the purpose of this Section, Step 0 will not be considered a hiring rate.

Upon promotion to Correction Officer 1 or Forensic Security Employee 1, all Correction Officer Trainees and Forensic Security Employee Trainees will move to pay range 35 Step B.

Section 3. Effective July 1, 2012, each employee covered by this Agreement shall receive a general pay increase of one percent (1.0%). This increase is reflected in the Pay Schedule in Appendix B.

Section 4. Effective July 1, 2013, each employee covered by this Agreement shall receive a general pay increase of one percent (1.0%). This increase is reflected in the Pay Schedule in Appendix C.

Section 5. Effective April 1, 2014, each employee covered by this Agreement shall receive a general pay increase of two percent (2.0%). This increase is reflected in the Pay Schedule in Appendix D.

Section 6.

a. In addition to the above general pay increases, shall receive at least one (1) annual service increment and/or up to at least one (1) longevity increment, as appropriate, effective on . June 30, 2012 placing

the employee on the pay scale for service increments and longevity steps consistent with the employees years of service in the bargaining unit. (i.e., a member with 15 years of completed service shall receive 15% of base)

b. An employee's performance rating shall not be used in determining entitlement to a service increment. The increment shall be granted solely on the basis of service on the employee's anniversary date. Except as provided herein, the definition of anniversary date in the Commonwealth's Personnel Rules, in effect on the date of this Agreement, shall apply.

c. Employees shall receive one (1) annual service increment and/or up to one (1) longevity increment, as appropriate, effective on the first day of the first full pay period in the employee's anniversary/longevity month in fiscal year 2012-13.

d. Employees shall receive one (1) annual service increment and/or up to one (1) longevity increment, as appropriate, effective on the first day of the first full pay period in the employee's anniversary/longevity month in fiscal year 2013-14.

Section 7.

a. A permanent salaried employee whose salary exceeds the maximum of the employee's applicable pay range and longevity range when the general pay increases outlined in Sections 3, 4, and 5 are effective shall receive the annual amount of the general pay increase in the form of a one-time cash payment rounded to the nearest dollar.

If an employee's rate of pay exceeds the maximum of the employee's applicable pay range and longevity 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 the amount which will make it equal to the new maximum of the applicable longevity range. 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.

b. The cash payments provided for in this Section shall not be added to the employee's base salary. The cash payments will be subject to dues and fair share fee deductions where applicable.

Section 8. All Correction Officer Trainees and Forensic Security Employee Trainees shall remain in that classification for one year.

Section 9. An employee in an inactive pay status shall, upon return to active status, be entitled to the above general pay increases and cash payments outlined in this Article.

Section 10. 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 11. All employees are required to sign up for direct deposit of paychecks and travel expense reimbursement.

**ARTICLE 18
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 in excess of 8 hours in any one work day or in excess of 80 hours in a pre-established biweekly work schedule
- b. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsection a.

Section 2.

a. The following items will be regarded as hours worked for the purpose of computing overtime pay under Section 1 of this Article:

- (1) Hours worked, excluding standby time and layover time
- (2) Holidays
- (3) Pre-scheduled combined leave
- (4) Three non-pre-scheduled combined leave occurrences per calendar year
- (5) Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime
- (6) Administrative leave
- (7) Stress Day
- (8) Sick leave

b. The following items will not be regarded as hours worked for the purpose of computing overtime pay under Section 1 of the Article:

(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 where 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

(3) Hours worked in a pay period where the employee has executed a fourth and subsequent call-off.(CN), only hours worked up to 86 hours in a pay period will count towards computing overtime pay under Section 1 of the Article. After 86 hours worked in a pay period, employees will be paid premium pay in accordance with Article 18 of this Agreement.

- (4) Bereavement leave
- (5) Civil leave
- (6) Paid military leave
- (7) Any form of unpaid leave

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

a. For the 2nd and 4th scheduled days off work, provided in order to be eligible for double time on the 2nd day off, the employee was in an active pay status the first five regularly scheduled work days and worked the first scheduled day off in the normal biweekly work period and, in order to be eligible for double time on the 4th day off, the employee was in an active pay status the 2nd five regularly scheduled work days and worked the 3rd scheduled day off in the normal biweekly work period.

b. All hours during which an employee is held hostage by an inmate/patient. The Employer in its

sole discretion will determine when a hostage incident has occurred and the starting and ending time during which double time will be paid.

Section 4. By mutual agreement between the Employer, the Association and the employee involved, compensatory time at the appropriate rate may be granted in lieu of overtime pay. Such compensatory time is to be granted within the 90 calendar day period succeeding the date on which the overtime is worked. If a written request is received prior to or within 45 days after the date on which the overtime is worked, the compensatory time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee. If the Employer does not schedule the compensatory time in accordance with the employee's request, or at some other time mutually agreed to, prior to the completion of the 90 calendar day period succeeding the date on which the overtime is worked, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off.

Section 5.

a. The Employer will attempt to equalize overtime during each one-half calendar year between or among employees in the same 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 overtime beginning with the most senior employee who has the least overtime credit during the one-half calendar year among those employees who have stated a willingness to work overtime. An employee declining overtime shall be credited with the overtime worked by the employee accepting the overtime for equalization purposes. Employees may be passed over in order to comply with the equalization requirements or when the performance of such overtime would result in the employee working three consecutive shifts. The Employer shall not be required to accept as a volunteer an employee who would be entitled to double for such overtime work except if there are no volunteers who would be entitled to time and one-half for such overtime work.

An employee submitting a written statement of willingness to work overtime or withdrawing their 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 equal to the maximum amount worked and 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 Association at the agency, institution/boot camp or local agency level.

b. In the event there is an insufficient number of volunteers, the Employer shall have the right to assign overtime work on a non-volunteer basis. Such mandatory overtime shall be assigned in the following manner:

(1) The Employer shall maintain a list, in Bargaining unit seniority order, comprised of all employees (including those who have expressed a willingness to accept overtime assignments) in the same job classification within each equalization unit. Mandatory overtime shall be assigned to the least senior employee on said list who has not had a mandatory overtime assignment. Once an employee has been assigned overtime on a mandatory basis, such employee shall not be assigned mandatory overtime until all employees above the employee on the list have either been assigned mandatory overtime or have been excused for good and sufficient reasons, regardless of the number of hours worked during such overtime assignment and regardless of the length of time between mandatory overtime assignments.

(2) Once each employee whose name appears on the list provided for in Subsection b. (1) above has been assigned mandatory overtime, the process shall repeat itself.

(3) If any employee has worked two (2) prior Christmas or New Year's holidays and is scheduled off for the following Christmas or New Year's holiday, the employee will not be mandated to work that Christmas or New Year's holiday. Seniority provisions concerning conflicts in overtime work must be waived to accomplish this specific instance.

(4) There shall be no requirement to equalize overtime which is assigned on a mandatory basis and overtime assigned on a mandatory basis shall not be included in the hours which the Employer is required to equalize in accordance with the provisions of Subsection a. above.

(5) In the event an employee cannot be reached to be informed of the mandatory overtime assignment, the Employer has the right to assign such mandatory overtime to the next employee on the list. However, when the next mandatory overtime assignment occurs the Employer shall assign such mandatory overtime to the employee(s) previously passed over.

(6) Employees entering established equalization units shall be placed on the mandatory overtime list provided for in Subsection b. (1) above in Bargaining unit seniority order.

(7) Unless occasioned solely by the failure of a bargaining unit member to report off prior to his/her shift in accordance with existing requirements, an employee assigned mandatory overtime by a process other than the process in Subsection b. shall be paid at the double time rate for all time worked under that assignment.

(8) Lists showing accumulations of overtime within each equalization unit during the preceding six month period shall be posted every six months.

(9) Equalization units will be established by written agreement of the parties. The parties shall attempt to establish such units by labor-management meetings at appropriate local levels. If agreement is not reached, the Association can request that all unresolved equalization unit issues within a particular agency be submitted to a committee consisting of representatives of the Association and representatives of the Office of Administration and the agency. After a period of 45 days from the date of the Association request to submit the unresolved issues to the Committee, the Association can request that all unresolved equalization unit issues for an agency be submitted to an arbitration panel. The arbitration panel shall consist of one Association staff member, one staff member of the Employer, and one impartial arbitrator jointly selected by the parties.

Section 6. Employees who are required to remain on duty during meal periods shall be compensated for these periods at the appropriate rate of pay.

Section 7. Payment for overtime is to be made 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.

The employee option for separate overtime checks is eliminated.

Section 8. 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 9. When permanent full-time employees who normally perform a certain type of work within a seniority unit are on furlough, the Employer will not schedule other employees within the seniority unit to perform the same type of work on an overtime basis where such furloughed employees have the skill and experience to perform such work if the overtime involves full shifts and is expected to extend on a regular basis, for a period of four or more weeks.

ARTICLE 19 SHIFT DIFFERENTIAL

Section 1. An employee whose work shift consisting of 7 1/2 or 8 work hours which begins at or after 8:00 p.m. and before 6:00 a.m. will be paid a shift differential of 90 cents per hour for all such hours worked on that shift.

An employee whose work shift consisting of 7 1/2 or 8 work hours which begins at or after 12:00 noon and before 8:00 p.m. will be paid a shift differential of \$1.00 per hour for all such hours worked on that shift.

Section 2. When an employee works overtime either before or after the employee's full shift, shift differential at the appropriate rate will be paid for all hours worked as defined by Section 1. Shift differential will be included in the base rate for the purpose of computing the appropriate overtime premium rate.

ARTICLE 20 CALL TIME AND LAYOVER

Section 1. Employees who have been called into work outside of their regular shift schedule shall be guaranteed a minimum of four hours work. Call time pay begins when employees report to their 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.

Section 3. Unless provided otherwise herein, the provisions of Section 1 shall be applicable to any work assignment that is separated from the employee's regular shift schedule or other work assignment by a break in time other than a meal period. Section 1 shall not be applicable to scheduled overtime where the past practice has been to schedule certain work assignments on a regular basis without being subject to any minimum hours or pay.

Section 4. Whenever the Employer assigns an employee to escort inmates in the community and where such results in the inability to return home on the same day, said employee shall receive 25% of base pay for every hour on layover.

Layover time will terminate upon commencement of the return trip home. Layover pay shall be given in addition to any meal and lodging allowance ordinarily received by the employees.

**ARTICLE 21
STANDBY TIME**

Section 1. An employee is on standby during the period that the employee is required to remain at a specific location 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 25% of their regular base pay for such standby time or receive compensatory time off equivalent to 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 being paid for call time.

Section 2. An employee who is required to be on-call for a court appearance arising within the scope of his employment shall be paid in accordance with the provisions of Section 1 above.

**ARTICLE 22
LIFE INSURANCE**

Section 1. The Employer shall continue to assume the entire cost of the insurance coverage for eligible 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 50% on the date the insured individual reaches age 75.

An employee who suffers a work-related disability which is covered by Act 534/632, returns to work and then subsequently suffers a reoccurrence of the disability which requires an adjustment of the Employer-paid life insurance, will have his/her estate compensated by the Employer for the difference between the amount paid by the Employer's life insurance program and the amount the employee's estate would have received had the adjustment not occurred.

Section 2.

a. Permanent employees who are granted sick leave without pay or parental 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 or parental leave without pay for longer than six months may remain in the program for an additional six month period by paying the entire premium. Permanent employees who are granted family care leave will continue to receive 100% state-paid coverage under the current life insurance plan for up to twelve (12) weeks. Permanent employees who are granted injury leave (paid and unpaid) will continue to receive 100% state-paid coverage under the current life insurance plan for up to twelve (12) months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

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

Section 3. 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 \$20,000, unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

ARTICLE 23
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 Council 13, American Federation of State, County and Municipal Employees, AFL-CIO, and the Employer, and executed by the trustees.

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, which for this bargaining unit shall be substantially the same configuration as currently exists.

Accordingly, the Panel retains jurisdiction over the issue of all employee plan benefits for the term of the collective bargaining agreement. If during the term of this agreement, the plan provider announces the intention to substantially alter existing benefits, the Panel shall be immediately reconvened to examine the issues of the modification of employer contributions and/or to address any proposed plan design changes.

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 1, 2011– June 30, 2012 - \$375.00 biweekly per employee
July 1, 2012 – June 30, 2013 - \$390.00 biweekly per employee
July 1, 2013 – June 30, 2014 - \$425.00 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 every pay period, will be 50% of the above referenced rates.

d. 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.

e. 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.

f. 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, except as otherwise specifically provided within this Article.

g. 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 under 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 with medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund. If during the term of this agreement, the plan provider announces the intention to substantially alter existing benefits, the Panel of Arbitrators shall be immediately reconvened to examine the issues of the modification of employer contributions and/or address any proposed plan design changes.

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 an 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 (Biweekly gross base salary as used throughout this Article excludes premium or supplemental payments such as overtime, shift differential, higher class pay etc.):

Employee Contribution	Get Healthy Waiver (if eligible)	Net Contribution
3.0%	1.5%	1.5%

Employee contributions shall be effective the first full pay period in July of the fiscal years stated Section 1.c. above.

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 referenced in Section 1.c. above.

Employee contribution waivers shall be effective the first full pay period in July of the period specified above.

c. There will be an evaluation process with respect to the reserve levels of the Fund to determine if an employee contribution is necessary. Under this process, if the Fund's actuary certifies that a three (3) month reserve of projected claims and expenses has been achieved and will be maintained for at least six (6) months, the Trustees will evaluate whether employee cost sharing for employees hired before August 1, 2003, can be reduced or eliminated, provided that at no time shall any such reduction or elimination of cost sharing result in the reserve being reduced below the three (3) months of total projected claims and expenses. Should the Trustees, after evaluating the employee cost sharing, decide that contributions by employees hired before August 1, 2003 will be reduced or eliminated, the reserve will be reviewed on a six (6) month basis by the Fund's actuary. If the actuary certifies that the amount of the reserve has dropped below the three (3) month level, such contributions will resume immediately at the levels established in this Agreement, without any action on the part of the parties or the PEBTF Board of Trustees.

d. (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 one percent (1%) employee contribution.

(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 one percent (1%) employee contribution.

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

f. Employee contributions under 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 15), parental leave (Article 16), or family care leave without pay (Article 39) may continue to receive benefits as determined and extended by the Fund for up to six months. Permanent employees who are granted injury leave (paid and unpaid) may continue to receive benefits as determined and extended by the Fund for up to 12 months or if only paid leave is used, beyond 12 months until the paid leave is exhausted.

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, family care or injury leave for longer than one full pay period or who are on leave longer than the applicable 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 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 5 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 5 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 who retire and elect REHP coverage, shall be eligible for the medical and prescription benefits in effect for active employees, provided that the Employer will modify the REHP plan of benefits from time-to-time to conform to the medical and prescription benefits in effect for the 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. Effective no later than January 1, 2012 employees who retire on or after July 1, 2011, and elect REHP coverage shall be required to share in the cost of coverage. The annual retiree contribution rate shall be three percent of the employee's final average salary at the time of retirement from State, 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. When an annuitant becomes eligible for Medicare the contribution rate shall be reduced from three (3) percent to one-and-one half (1.5) percent of said final average salary and will be payable monthly at the rate of the one-twelfth of the annual retire contribution rate.

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, subject to the required retiree contribution rates, for annuitants who retire under (1), (2), (3), (4), (5) or (6) below and who have elected REHP coverage:

(1) Retirement at or after superannuation age with at least 15 years of credited service (20 or more years of credited service if retired on or after September 1, 2008) 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 15 or more years of credited service (20 or more years of credited service if retired on or after September 1, 2008) 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 15 or more years of credited service (20 or more years of credited service if retired on or after September 1, 2008) 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 15 or more years of credited service (20 or more years of credited service if retired on or after September 1, 2008) 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 15 or more years of credited service (20 or more years of credited service if retired on or after September 1, 2008) 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.

(4) All employees who are age 45 or over on March 1, 1993 and also have at least five years of credited service under the Retirement Code, whether it has been purchased as of that date or eligible to be purchased as of that date, will be "grandfathered in" and the total years of service requirement for REHP coverage for those employees will be ten years of credited service rather than fifteen.

(5) All employees who have at least 15 years of credited service as of August 31, 2008, or who have 13 years of credited service and are within one year of superannuation age as of August 31, 2008, whether it has been purchased as of that date or eligible to be purchased as of that date, shall be eligible to elect REHP coverage upon reaching superannuation age with 15 years of credited service rather than 20. The three year rehire rule will not apply to such employees.

(6) For purposes of eligibility for REHP coverage under this Section, credited service earned on or after September 1, 2008, will be limited to service as a Commonwealth employee which otherwise counts as credited service under the State and/or Public School Retirement, TIAA-CREF or other approved retirement systems' rules in effect from time to time. Employees hired on or after September 1, 2008 who have earned credited service under the State and/or Public School Retirement, TIAA-CREF or other approved retirement systems' rules with another employer will not have that service counted for purposes of eligibility for REHP

coverage, unless they were employed by the Commonwealth prior to September 1, 2008. If it is determined by the State and/or Public School Retirement Systems that a Commonwealth employee is eligible for additional credited service for military service, such credited service will be included in the determination of eligibility for REHP coverage. The phrase "Commonwealth employee" shall be limited to service earned through an employing agency eligible to participate in the Commonwealth's Life Insurance Program.

Section 7. If an employee is killed in the line of duty, the Employer will continue to provide medical plan benefits and supplemental benefits, as determined and extended by the Fund, to the spouse of the employee until the spouse remarries and/or to eligible dependents until they are no longer eligible for dependent coverage. 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. In the event that comprehensive healthcare legislation is passed, the parties agree to negotiate the impact, if any, of such legislation on the existing active and annuitant health care programs.

ARTICLE 24 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 Program, shall be entitled to use accumulated combined or long-term sick leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers' compensation of 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, unemployment compensation tax, social security and retirement contributions. One full day of accumulated leave (7.5 or 8 hours as appropriate) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of 12 months or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond 12 months until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 13 may apply.

For temporary employees, accumulated leave and injury leave without pay shall be available for up to an aggregate of 12 months, for the duration of the disability or for the scheduled duration of the temporary employment, whichever is the least. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred.

The employee election to use or not use accumulated leave under this Section cannot be changed more than once.

Section 2. An employee who works a reduced number of hours (part-time) due to partial disability may use leave in accordance with Section 1. Pay for accumulated leave used will be calculated in accordance with Section 1, based on the net amount of lost earnings.

Section 3. Retirement credited service for the period of time that the employee is using leave under this Article, shall be determined in accordance with the State Employees' Retirement Code.

Section 4. At the expiration of the leave under Section 1, if an employee continues to receive workers' compensation, the employee will be placed on leave without pay in accordance with Section 7 below and will not be entitled to receive state-paid coverage for life insurance and state payments towards coverage for health benefits.

Section 5. An employee is required to refund to the Employer the amount of any overpayment. In no case shall an employee be entitled to full pay and workers' compensation and/or social security for the same period. The Employer shall recover any amount in excess of the paid supplement to workers' compensation as described in Section 1. Failure to apply for or report social security or other applicable disability benefits to the Employer will result in the termination of the leave under Section 1.

Section 6. State-paid coverage for life insurance, and state payments toward coverage for health benefits as provided in Articles 22 and 23, will continue for the period of time that the employee is on leave under Sections 1 and 13.

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 27, 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 leave under Section 1 or Section 13 where applicable, and the end of the guarantee in this Section, the employee will be on leave without pay.

During the three-year period, employees who are not fully capable of performing the duties of their position shall have, upon request, a right to return to an available position in a lower classification, within the same geographical/organizational limitation as the seniority unit, to which there are no seniority claims and which the agency intends to fill, provided the employee meets the minimum requirements and qualifications essential to the work of the classification and the employee is fully capable of performing the duties of the position. If an employee returns to a position in a lower classification, the employee will be demoted in accordance with the Commonwealth's Personnel Rules, but shall maintain 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 27, Seniority.

Disabled employees receiving workers' compensation will be notified 90 days prior to the expiration of the three-year period. The notification will include information concerning the employee's right to apply for disability retirement, if eligible. If the employee does not receive 90 days notice, the employee's right to return will not be extended. However, the leave without pay will be extended for 90 days from the date of notification to enable the employee, if eligible, to apply for disability retirement.

The right of return for temporary employees shall be limited to the scheduled duration of the temporary employment.

Section 8. The compensation for disability retirement arising out of work-related injuries shall be in accordance with the State Employees' Retirement Code.

Section 9. An employee who sustains a work-related injury, during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use combined or long-term sick leave for the purpose of continued medical treatment of the work-related injury in accordance with Article 10. If no paid leave is available, an employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This Section is not applicable to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Section 1 shall apply.

Section 10. Sections 4, 6, and 8 of this Article shall not apply to temporary employees.

Section 11. The Commonwealth agrees to the use of modified duty where the employee is receiving benefits under either the Workers' Compensation Act, the Heart and Lung Act, Act 632 or Act 534; the employee is able to work only in a limited capacity and the prognosis for the employee's 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 Employer may terminate a modified duty assignment 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 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.

Any dispute regarding a light duty assignment of an employee who qualifies for benefits under the Heart and Lung Act/Act 632/Act 534 shall be determined by the Heart and Lung/Act 632/Act 534 Hearing Panel in Article 35, Section 3.

If an employee receiving only Workers' Compensation benefits is unable to resume all of the duties of the employee's classification within a reasonable period of time, the Employer may demote or laterally reclassify the employee to an appropriate classification, taking into account the duties and responsibilities the employee is capable of performing and subject to the protections afforded by Federal and State Statutes.

Section 12. Sections 1 through 10 and 13 of 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, Act 632 of 1959, P.L. 1718, as amended, or Act 534 of 1978, P.L. 909, as amended.

Section 13. An employee who is disabled due to a recurrence of a work-related injury after three years from the date the injury occurred, or before three years if the leave entitlement in Section 1 has been depleted, shall be entitled to use accumulated leave and injury leave without pay while disabled for a period of up to 12 weeks. To be eligible to use injury leave without pay, the employee must have been at work at least 1250 hours within the previous 12 months. The 12 week period will be reduced by any other leave used within the previous 12 months that was designated as leave under the provisions of the Family and Medical Leave Act. If only accumulated leave is used, it may be used beyond 12 weeks until exhausted or until the disability ceases, whichever occurs sooner. While using accumulated leave, the leave will be charged and paid in

accordance with Section 1.

Section 14. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, USC Section 2601 et seq. and that leave granted in accordance with Sections 1 and 13 shall be designated as leave under the provisions of the Act.

Section 15. It is understood by both parties that the provisions of this Article are consistent with the Americans with Disabilities Act.

Section 16. Unless inconsistent with existing law, an employee who is 1) eligible for Act 632/534 benefits; and 2) injured as the direct result of an intentional and violent act of a patient/inmate; and 3) at or beyond the fourth year anniversary of the date of injury by June 30; and 4) under normal retirement age on June 30 may be entitled to an additional benefit payment annually.

The additional benefit payment shall be equal to 75% of the gross base pay plus longevity that the employee would be earning had the injury not occurred (assuming no promotions) up to the statutory workers' compensation maximum benefit for an injury occurring in the year the payment is made, minus 1) the gross amount of the Act 632/534 benefit; and minus 2) social security disability benefits; and minus 3) any remuneration or profit received from any occupation, business, or employment commenced subsequent to the disability.

The amount payable will be computed on June 30 of each year and will be paid in a lump sum, less applicable taxes, no later than December 1.

The benefit will be payable until 1) Act 632/534 benefits are terminated or 2) the employee reaches normal retirement age.

The additional benefit payment will be applicable for the first time for disabled employees who met the above criteria by June 30, 1995.

Any decision regarding the additional benefit payment contained in this Section may not be used as evidence by the employee, the Association or the Employer in any Act 632/534 eligibility proceeding.

ARTICLE 25 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 permanent position or the Association considers a position to be improperly classified, the employees or the Association may process an appeal for a reallocation of the position through the grievance procedure as set forth in Section 2 of this Article.

If a determination is made by the Employer in the course of an appeal that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing except where a Correction Officer 1 position is being upgraded to a Correction Officer 2 position and the Correction

Officer 1 did not receive the position through Article 33, Section 18. In this case a Correction Officer 2 position will be posted and filled in accordance with Article 27, Seniority, Section 5.c. However, the incumbent of the Corrections Officer 1 position will be compensated for working out of class in accordance with Section 3 from the date the grievance was filed in writing until the position is permanently filled by a promotion to a Corrections Officer 2.

If a final determination is made by the Employer in the course of an appeal filed by the Association that a position should be upgraded, the position will be posted and filled in accordance with Article 27, Section 5.

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. The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

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 reclassified to another class in the same pay range, the effective date of the classification change shall be the first day of the first pay period subsequent to the response.

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, either alone or accompanied by the Association Representative shall present the grievance in writing to the Classification and Recruitment Section, Bureau of Human Resources, Department of Corrections or Classification and Pay Section, Bureau of Personnel, Department of Public Welfare, as applicable, within fifteen (15) working days after the response is issued or due. The employee or the Association, as appropriate shall attach to the grievance a description of the job and all other relevant documents. The Classification and Recruitment Section or Classification and Pay Section shall have ten (10) working days to contact the employee or Association, as appropriate to schedule a second step audit and hearing. The employee, an Association representative and appropriate local management personnel may be present at the audit and hearing. The ten (10) working day period may, however, be modified by mutual agreement. Within thirty days of the completion of the audit and hearing, the Classification and Recruitment Section or Classification and Pay Section 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 2, the employee or Association Representative, as appropriate may file a written appeal to the Classification Grievance Unit, Bureau of Classification and Compensation, Office of Administration within fifteen (15) working days after the response from Step 2 is issued or due. The employee or the Association, as appropriate shall attach to the grievance a description of the job and all other relevant documents. The Classification Grievance Unit shall have fifteen (15) working days to contact the employee or Association, as appropriate to schedule a third step audit and hearing. The employee and an Association representative may be present at the audit and hearing. The fifteen (15) working day period may, however, be modified by mutual agreement. Within thirty days of the completion of the audit and hearing, the Classification Grievance Unit will issue a grievance response to

the employee or the Association, as appropriate.

Employer determinations prior to Step 3 can be reversed by the Office of Administration.

Step 3. In the event the grievance has not been satisfactorily resolved at Step 3, the Association may file a written notice of its intent to proceed to arbitration to the Classification Grievance Unit, Bureau of Classification and Compensation, Office of Administration within fifteen (15) working days after the response from Step 3 is issued or due. Such appeals will be reviewed by a panel which shall consist of three members: one member appointed by the Employer, one member appointed by the Association, 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 Association. If the parties fail to agree on an impartial arbitrator, either party may request the American Arbitration Association to submit a list of seven (7) possible arbitrators to the parties. The parties shall, within fifteen (15) working days of the receipt of said list, select the arbitrator by alternately striking one name from the list until only one name remains. The Employer designee shall strike the first name. 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 30 days after the hearing or receipt of transcript when taken. The determination of the panel shall be final and binding in those cases where an employee's position is downgraded as a result of an employee appeal or an Employer-initiated classification review. In all other cases the decision of the panel shall be advisory only as to the Employer.

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

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

Grievances not scheduled for arbitration three years from the date arbitration is requested will be considered withdrawn.

Section 3. The Association recognizes the right of the Employer to direct its working force, 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 position in a higher rated classification that are separate and distinct from those of the employee's own position for a period of any five 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 the minimum step of the pay range for the temporary position or at 4 1/2% above the employee's current rate of pay, whichever is greater. Employees who are charged to perform higher class work for a full day and who take leave for a portion of that day will be compensated, in increments of ¼ hour, for the partial day worked in the higher class after the five full day threshold has been met. Such 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 full cumulative days in a quarter. Once the requirement for the five full cumulative day threshold has been met, payment will be included in the biweekly paycheck. If the position is filled permanently by other than the employee temporarily filling the position, the employee 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 position in a higher rated classification for more than nine continuous months or the length of the leave of absence of the employee being replaced, whichever is greater.

A temporary assignment to a higher classification within the bargaining unit which lasts or is anticipated to last more than 20 days will be offered to employees pursuant to the provisions of Article 27, Sections 5 and 6.

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 employee 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.

FILING OF GRIEVANCES

Grievances arising from the provisions of this Section shall be submitted in writing and the employee shall attempt to include the dates on which the alleged out of class work occurred and a description of the alleged higher level work performed. The failure of the employee to provide the required information will not affect the validity of the grievance.

Grievances pertaining to this Section may be processed through the procedure set forth in Section 2 above.

The decision of the arbitration panel shall be final and binding.

Section 4. Under Section 2 and 3 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 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 5. The Employer shall notify the Association of class specification and pay range revisions to all classes that are presently in the certified bargaining unit for which the Association is the representative and of class specifications and pay ranges of proposed classes that the Employer may reasonably anticipate will be placed in the certified bargaining unit, prior to the submission of these changes to the Executive Board of the Commonwealth. The Association will submit acknowledgement of the receipt of the proposed changes and its comments, in writing, to the Employer within fifteen (15) working days of receipt of the notification. If written comments are not received from the Association within fifteen (15) working days, the Employer will contact the Association, by telephone, before submitting the proposals to the Executive Board. Reasonable written requests by the Association for time extensions will be granted.

Section 6. The Employer shall issue a job description or post orders for the various jobs performed by employees at the various institutions/boot camps.

ARTICLE 26 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 demotion, suspension, or discharge beginning at the first step of the grievance procedure, subject to any conditions set forth in the grievance procedure under Article 35. The Association and the appropriate local shall be notified promptly by the Employer of any suspension, discharge or disciplinary demotion provided, however, the requirement to notify the local of the Association will not be applicable if the Association has not informed, in writing, the agency or institution/boot camp/corrections community center of the applicable local for the employee involved. 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 1 of Section 2 of Article 35, H-1 Alternative Dispute Resolution Process, 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. In the event any action is taken by the Employer under the provisions of this Article which involves patient abuse and a grievance is filed by any employee, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

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 provisions of Section 1 shall not apply during the initial twelve months of probationary employment. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the initial probationary period.

ARTICLE 27 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. The term "seniority" will be defined as "Bargaining Unit" seniority and will be the only type of seniority for all provisions of this contract, except for purposes of civil service promotion and furlough.

a. Classification seniority standing for the purpose of civil service promotion and furlough only, shall be determined by the length of unbroken service as defined in section #2 with the employer in the employees current 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.

c. Employees who served in the Armed Forces of the United States during periods of time listed below shall be responsible for providing proof of military service to their human resource officer within 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. Failure to provide the required proof of service during the time period shall bar the employee or Association from claiming credit for such service at a later date.

Applicable periods are as follows:

1. World War I - April 6, 1917-November 11, 1918
2. World War II - December 7, 1941-September 2, 1945
3. Korea - June 25, 1950-July 27, 1953
4. Vietnam - August 5, 1964-January 28, 1973

Gulf War to be included once beginning and ending dates have been established.

d. 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 each biweekly pay period plus the number of hours of military leave without pay; leave without pay for Association business in accordance with Article 15, Sections 2 and 3; leave without pay for work-related injuries in accordance with Article 24, Section 7; sick leave without pay in accordance with Article 15, Sections 5 and 6; parental leave without pay in accordance with Article 16, Section 2 and family care leave without pay in accordance with Article 39 will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to employee's accumulated total.

Section 2. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five consecutive working days, failure to report within 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 seniority, Classification seniority and longevity credit. If an employee is returned within one year after such break in service, the employee shall be entitled to credit for longevity purposes and

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.

If an employee accepts a transfer out of or is promoted out of this Unit, the employee shall lose whatever Bargaining Unit and Classification seniority the employee has accumulated up to the time of transfer or promotion. If an employee returns to this bargaining unit at any time after such transfer or promotion, the employee's seniority in this bargaining unit shall begin anew.

Employees who are furloughed and who file applications for retirement benefits which are subsequently approved, will be considered to have a break in service as of the date of the approval of benefits by the State Employees' Retirement Board.

Section 3. Seniority lists shall be prepared for each seniority group and revised where necessary every six months. Appropriate service information 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 local Association President, upon request, not more than once every six months.

Section 4. The Employer agrees that all vacancies which are to be filled within the seniority unit will be posted at appropriate work locations prior to the filling of such vacancies for a period of at least 15 calendar days unless an emergency requires a lesser period of time. Such postings shall include the position number (Bureau Code, Class Code and serial number). This requirement is not applicable to entry-level positions.

Section 5. Whenever the Employer deems it necessary to fill a civil service vacancy, vacancies shall be filled in the following manner:

a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such a vacancy shall submit their name to the Employer on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

b. When a vacancy is filled without examination and where it is determined that skill and ability are relatively equal among the bidding employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Classification seniority subject to the following exceptions:

(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 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, except for Correction Officer 1 to Correction Officer 2 positions where the incumbent did not receive the position in accordance with Article 33, Section 18.

c. When a vacancy is filled by examination within a seniority unit, the Employer will select from

among the three bidding employees in the seniority unit with the greatest Classification seniority in the Classification immediately below the vacancy within the highest single score band. If there are fewer than three bidding employees in the seniority unit in the Classification immediately below the vacancy in the highest single score band, the Employer will add the number of bidding employees necessary, starting with the bidding employee with the greatest Classification seniority in the classification immediately below the vacancy in the seniority unit in the next highest score band, until there are three bidding employees from which to select. If a person outside the seniority unit receives a grade placing the person 10 points or more higher than the seniority unit employee with the highest score, the person from outside the seniority unit may be appointed. (An example of a 10-point range would be 80-90, inclusive.) For the purpose of applying this Section, the parties agree to waive the Civil Service regulation requiring an employee's name be removed from the Civil Service list if the employee has been passed over three times. This Subsection is subject to the exceptions as set forth in Subsections (1), (2) and (3) of Section 5 b. of this Article. For the purpose of this Subsection, persons outside the seniority unit whose names appear on the civil service list are not required to submit a bid in order to be considered for the vacancy.

If an employee who is the most senior bidding employee is passed over for promotion three times, the Employer shall provide the employee and the Association with a written explanation of the reasons for non-selection. Grievances arising under this Subsection may be pursued through Step 2 of the H-1 Alternative Dispute Resolution Process and the decision of the Joint Committee shall be final and binding.

Section 6. Whenever the Employer deems it necessary to fill a non-civil service vacancy, vacancies shall be filled in the following manner:

a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such vacancy shall submit to the Employer their name on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

b. Where it is determined that skill and ability are relatively equal among the bidding employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Classification seniority 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.

Section 7. When the Employer determines that a furlough is necessary within a seniority unit, employees will be furloughed in the inverse order of Bargaining unit seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner:

a. If an employee is affected by furlough, the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the

seniority unit, provided the employee has more Bargaining unit seniority than the employee with the least Bargaining unit seniority in that classification and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.

b. If the affected employee is unable to bump into any position as provided in Subsection a. above, the employee shall be furloughed.

c. Where the need for furlough can be reasonably anticipated, the Employer will notify the Association one month in advance of any impending furlough.

Section 8. 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.

Before any furlough is implemented in a non-civil service classification, all temporary employees will be separated before any permanent employees are furloughed.

Section 9. The Employer shall establish a recall list by classification series using the same geographical and organizational limitation as the seniority unit in which the furlough occurred for those employees furloughed under Section 7 of this Article in the inverse order of seniority.

a. Employees on such recall lists shall have rights to a position in a classification within the seniority unit from which they were furloughed or to any lower-level classification in the same geographical and organizational limitation as the seniority unit in which the furlough occurred provided they have the requisite seniority and skill and ability.

b. Such recall lists will remain in effect for a furloughed employee for a period of three 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 in the classification from which the employee was initially furloughed, the employee shall forfeit all recall rights.

d. During the period that employees are on a recall list, they shall keep the Employer informed of any changes in address. The Employer shall not be held liable if an employee is not offered recall due to failure to notify the Employer of a change of address. An employee who is not offered recall because of failure to notify the Employer of a change of address and who subsequently informs the Employer of the current address shall be returned to the recall list and shall be offered the next opportunity for recall, provided the employee's three year recall period has not expired.

e. The recall period of a furloughed employee who, during the recall period, returns to the furloughing agency's payroll in a temporary capacity shall be extended by the amount of time the employee serves in the temporary capacity.

f. A furloughed employee who, during a recall period, returns to the Employer's payroll in a

temporary capacity shall, upon recall from the furlough to permanent employment, be credited with seniority for the amount of time spent in the temporary capacity.

g. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall be eligible for all benefits enjoyed by permanent employees, provided other applicable eligibility requirements are met.

h. The Employer will provide the Association with a copy of all recall lists.

i. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights under this Section as of the date of approval of benefits by the State Employees' Retirement Board.

Section 10. Employees desiring to transfer to other positions 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 staffing new institutions/boot camps, 20% of the positions in the Corrections Officer classification and 20% of the positions in the non-Corrections Officer classification will be offered to current employees in the bargaining unit, subject to the losing institution/boot camp being able to protect the efficiency of its operation.

Section 11. 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.

Section 12. In the event of the consolidation or elimination of jobs, the Employer shall reassign the affected employees to positions for which they are qualified insofar as positions are available. If positions are not available, the employees will be furloughed.

Section 13. The probationary period for promotions shall be 180 calendar days in length and the provisions of Article 26, 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 and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the probationary period.

If an employee works out-of-class and is subsequently promoted to the Classification, the employee shall have the time worked out-of-class in the preceding six months credited for the probationary period for promotion.

Section 14. For the purpose of furlough, one hundred and four (104) Association stewards and/or chair officers shall have superseniority. The Association shall provide the Bureau of Labor Relations, on a yearly basis, a list of all employees who have been granted superseniority in accordance with the provisions of this Section. The Association may, however, within fifteen (15) days of the announcement of a furlough, notify the Bureau of Labor Relations of any changes of incumbents to these positions. The list shall contain the employee's name, Association title, agency of employment, work location and Local.

Section 15. Seniority unit means that group of employees within an affected institution/boot camp or agency operational structure in a given geographic work area as listed in Appendix F.

Section 16. Grievances relating to the interpretation, application and implementation of Sections 5, 6, 7, 8, 9, 12 and 15 of this Article shall be filed at the first 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 Association and the third to be selected by the Employer, from a list of five names to be mutually agreed upon by the Employer and the Association. 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 monthly for the purpose of adjusting grievances under this Section.

Section 17. 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 Bargaining unit seniority, preferential rights shall be determined by lot.

Section 18. The provisions of this Article relating to promotions and filling of vacancies shall not be applicable to entrance level classifications.

ARTICLE 28 FURLOUGH PERIODS

The Employer acknowledges that its agencies should generally refrain from entering into new subcontracting agreements for services in an institution/boot camp, district or local area during periods of time when the agency's permanent full-time employees in that institution/boot camp, district or local area who normally perform that type of work are on furlough and eligible for recall. Unless precluded by an urgent need for the services, an agency will notify the Association prior to any variance from this policy and meet with the Association, upon request, to discuss the reason for the proposed subcontract and recommendations by the Association for alternative methods of providing such services.

ARTICLE 29 UNIFORMS, CLOTHING AND EQUIPMENT

Section 1. Where the Employer now provides devices, apparel or equipment necessary to protect employees from injury or exposure to extreme non-climatic heat or cold, the Employer shall continue to provide the level of protection in accordance with the practice now prevailing. Where no such protection is now provided, the Employer shall provide whatever device, apparel or equipment is necessary to afford a level of protection provided by the agency for similar risks or exposure.

Section 2. In the event a patient or inmate 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 patient or inmate, 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 employee claims for damaged personal effects.

Section 3. All employees of the Department of Corrections except Corrections Community Center Monitors will be required to wear uniforms. Uniforms will be required at all institutions of the Department of Public Welfare unless the Employer and the employees at the institution by mutual agreement waive this requirement. The uniform will be selected and furnished by the Employer. The uniform selected shall not constitute a safety hazard. Smocks shall not be a uniform and employees shall not be required to wear smocks.

The Employer agrees to furnish uniforms, or replacement of such uniforms or part of such uniforms where work-related wear and tear reasonably necessitate replacement.

The Employer has phased out the practice of the Employer paying for dry cleaning, laundering, tailoring, altering or repairing of uniforms, and/or dry cleaning, laundering, tailoring, altering, or repairing of uniforms on the same date as the new Corrections Officer uniform was phased in at the respective institution.

A statewide uniform committee will be established in the Department of Corrections to meet and discuss over the uniform design. The committee will consist of equal representatives of the Employer and the Association.

The parties shall determine through the uniform committee what the appropriate form and symbol of recognition is to be in order to recognize employees officers who have served for 10 and 20 years . (e.g. a chevron) The committee's decision shall not be the subject of a grievance.

Uniform requirements are not to be confused with dress regulations required by the Employer.

Employees in this bargaining unit with the exception of Corrections Community Center Monitors shall receive a clothing allowance of \$450.

Section 4.

a. The wearing of Department of Corrections issued protective vests while on duty shall be mandatory for all Department of Corrections H-1 staff who elect to be provided with a stab/slash resistant vest shall be issued a vest that is within the effective warranty protection of the manufacturer. Such employees shall be required, as a term and condition of employment, to wear such a vest at all times while on duty. Those employees who do not choose to be issued a vest, shall neither receive one, nor be required to wear a vest while on duty.

b. Employees shall, at their option, be issued tee shirt type shells for the protective plates.

c. A Committee comprised of Commonwealth and Association members shall be created to consider and make recommendations regarding the selection of replacement protective vests.

d. Joint committees shall be established at each institution to identify and address local problems and issues with regard to the wearing of vests including exposure to heat and cold.

Vests provided by the Employer shall be worn during the workday. The Employer shall make reasonable accommodations on an institution-by-institution basis (mist rooms, air conditioning, relief, etc.) for physical impediments to the safe use of vests. Disputes regarding the application of these criteria shall be resolved by direct reference to the grievance and arbitration process set forth in Article 35 of this collective bargaining agreement.

ARTICLE 30 DISCRIMINATION

Both the Employer and the Association agree not to discriminate against any employee on the basis of race, religious creed, color, ancestry, sex, marital status, age, national origin, disability, Association membership, political affiliation, AIDS or HIV status, or sexual orientation.

ARTICLE 31 ASSOCIATION BUSINESS

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

Section 2. No Association member or representative shall solicit members, engage in organizational work, or participate in other Association activities during working hours on the Employer's premises except as provided for in the processing of grievances.

Association members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Association business during non-work hours upon obtaining permission from the Employer's human resource officer or designated representative. Any additional costs involved in such use must be paid for by the Association.

Association 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 Association 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. Local Association officers may select to credit time off for official Association business to combined leave or leave without pay. The officer may select either of the above methods without loss of seniority credit.

**ARTICLE 32
PEACE AND STABILITY**

Section 1. It is understood that there shall be no strike, as that term is defined under the Public Employe Relations Act, during the life of this Agreement, nor shall any officer, representative or official of the Association authorize, assist or encourage any such strike during the life of this Agreement.

Section 2. Should a strike occur not authorized by the Association, the Association 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 Association.
- 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 discipline, suspend, demote, or discharge any employee or employees who violate the provisions of Section 1 of this Article.

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

**ARTICLE 33
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, negotiate on the subject matter involved in any invalid provision.

Section 2. The Commonwealth and the Association acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employe Relations Act 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 herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

Section 3. In the event that any provision of this Agreement requires legislative action to become effective, including but not limited to the amendment to existing statutes, the adoption of new legislation, or the granting of appropriations, it shall become effective only if such legislative action is taken. The parties, however, mutually agree to make recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Agreement.

Section 4. 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 Employe Relations Act.

Section 5. 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 6. 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 7. Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. The mileage allowance shall be the General Services Administration rate. If the General Services 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.

Section 8. Committees composed of representatives of the Association 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 committees shall be established on an institutional/boot camp basis as well as a statewide basis.

When the Association places an item on the agenda for a labor-management meeting, management will respond in writing. When management places an item on the agenda for a labor-management meeting, the Association will respond in writing.

The Department of Corrections shall supply the Association, upon its request, with statistics concerning the creation, abolishment, and reallocation of positions within this unit when such information is requested at the statewide labor-management committee meetings. The Department of Public Welfare shall supply like information when requested by the Association at local labor-management committee meetings.

Upon request of the Association, representatives of the Employer will meet and discuss with representatives of the Association on an institutional/boot camp or statewide basis to discuss policies of the Employer that affect wages, hours, terms and conditions of statewide employment as well as the impact thereon. It is understood that this provision includes policies and programs of the Employer on an institutional/boot camp or statewide basis that affect the safety and security of unit employees.

Section 9. Inter-city and inter-agency permanent transfers shall be made by agreement between the Employer and employee. An employee shall not be transferred to another institution/boot camp without the employee's consent.

Section 10. Reasonable use of telephones for local calls on personal business by employees is permitted in accordance with existing practices where such use does not interfere with the efficiency of the operation. Long distance calls are permitted provided they are collect or are charged to credit cards or to the employee's home telephone number.

Section 11. There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information is available for examination by the employee. 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. An employee is 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 their personnel file.

The Employer will purge all employees' personnel records of written reprimands and suspensions for minor work rule infractions two years from the date of issuance, except where there has been subsequent discipline for the same type of infraction.

Section 12. The Employer agrees, upon request, to discuss any contemplated change in organizational structure that may affect existing job classifications. Such discussions shall be held to determine whether opportunities will be provided for lateral transfers into new or existing vacancies which may afford promotional opportunities based on seniority.

Section 13. The Employer agrees to give the Association reasonable notice of planned major operational changes which materially affect an employee's hours of work or working conditions.

Section 14. During the term of this Agreement, upon the mutual agreement of the parties, joint committees may be established to study any matter dealing with labor-management problems.

Section 15. The Employer agrees that the reasons for a new sub-contracting agreement that will directly result in the furlough of employees will not be arbitrary or capricious.

Section 16. All letters of agreement signed by the Office of Administration in effect on July 1, 2001 shall remain in effect if applicable.

As soon as practicable after January 31, 2006, the parties shall meet in Joint Committee for the purpose of determining which side letters are to be terminated. The remaining side agreements shall be included as attachments to the agreement.

Section 17. In-service training that is required by the Employer is included in hours of work. The joint Labor-Management Apprenticeship Committee established in the Department of Corrections to review the training needs and appropriate compensation relating to training for employees in the Department of Corrections shall continue. The mission of the Apprenticeship Committee shall be expanded to include the review of the training needs of non-Corrections Officers within the bargaining unit. This will include an evaluation of the existing pre-service, in-service and on-the-job training. The Committee will develop a plan to address any training needs not currently being addressed.

A joint Labor-Management Apprenticeship Committee shall be established in the Department of Public Welfare to review the training needs and appropriate compensation relating to training for employees in the Department of Public Welfare.

Section 18.

a. A Bid Post is a Corrections Officer post that is desirable because it involves considerably reduced and/or limited inmate contact and control and, consequently, involves less of the demands normally associated with exercising care, custody and/or control over inmates for an eight hour shift. Additionally, the work hours and/or days of such positions may be those typically considered as premium (i.e. 8:00 am to 4:00 pm, Monday through Friday), but not necessarily operated on those hours and/or days.

b. The Employer agrees to post any vacancy in a permanent job assignment (i.e., not involving promotion) 15 days prior to the filling of such vacancy unless an emergency requires a lesser period of time. Employees at an institution/boot camp who are in the eligible job classification will be given an opportunity to bid on such a vacancy and preference shall be granted onto the qualified senior bidder. Whenever the vacancy is filled by a person other than the most qualified senior eligible employee bidding on the job, the institution superintendent or his representative will explain to the most qualified senior eligible employee the reason for selecting a less senior person. A grievance under this Section may be pursued only through Step 2 of the H-1 Alternative Dispute Resolution Process and the decision of the Joint Committee shall be final and binding.

c. Institutions must have good reason(s) for the permanent removal of employees from their bid posts. Whenever an Institution has concerns about an Officer's performance in his/her bid post, a meeting will be held with that Officer to fully detail these concerns. After receiving input from the Officer and considering that input appropriately, the Officer will be fully appraised of what performance correction is necessary and by when the correction must be realized. If the correction is not realized by the specified date, another meeting will be held with the Officer. Again, the Officer's input will be solicited and considered and he/she will again be advised of the necessary correction, the date by which it must be realized and the advised failure to do so will result in removal from the post. During either or both meetings, the employee may elect to have Union Representation.

d. The procedure outlined in c. will not be employed in the event an emergency situation requires the Officer's temporary removal from post nor during those periods of inactivity (down time) which may be inherent to some posts. In either case, Officers can be assigned to a different post for the period of emergency or inactivity.

e. Where the Officer's action(s), or lack thereof, are so serious that they cannot be tolerated, he/she will be permanently removed from the post effective immediately. In the event of such removal, the Union retains the right to file a grievance and process it to Step 3 of the H1 Alternative Dispute Resolution Process.

f. Furthermore, an employee may be removed from a bid post and disciplined for the same Rules infraction, provided there is a nexus between the Rules infraction and the duties of the bid post. An employee's removal from a bid post for a Rules infraction may be grieved through Step 3 of the H1 Alternative Dispute Resolution Procedure. The issue to be decided is whether there is a rules infraction and if so, whether there is a nexus between the rules infraction and the duties of the bid post.

g. Existing positions satisfying the above criteria shall be mutually identified in writing by the parties at each institution within three months of this Award. Disputes regarding the application of this criteria shall be resolved by direct reference to the arbitration process set forth in this collective bargaining agreement. There shall be one state-wide grievance and arbitration proceeding to resolve all open issues regarding bid posts and existing positions.

h. In the event that a new position is created after the issuance of this award, and the parties are unable to agree whether the new position constitutes a bid post, the dispute will be resolved by submission to the grievance and arbitration process set forth in Article 35 of this collective bargaining agreement.

i. Notwithstanding any provision of this article, any Restricted Housing Unit post shall not be considered a Bid Post. The agreed upon designation of Control Center posts in effect as of the date of this Award shall be maintained in effect. Any institution without an agreement on the Control Center post shall resolve that issue in accordance with the provisions found in paragraph 7.

This article will supersede the January 21, 1988 and September 28, 1988 sideletters on Bid Posts.

Section 19. The dress of officers while on community details is left to the discretion of the Employer, which shall in all instances exercise due regard for the safety of both patients/inmates and employees.

The Employer, whenever possible, shall assign sufficient personnel (no less than a two person detail unless such security does not warrant such personnel) to accompany inmates/patients outside the institution/boot camp and in the community.

Section 20. The Employer shall furnish written notification of inmate or patient charges against the employee at least 24 hours prior to the commencement of the proceedings.

Section 21. a. If a bargaining unit member is charged with a criminal action arising from the performance of his/her duties, he/she shall select local counsel in consultation with the Commonwealth. The Commonwealth shall pay for the fees of such counsel to the extent the fees are in line with prevailing rates in the area.

b. If a bargaining unit member is a defendant in a civil suit arising from the performance of his/her duties, the Commonwealth shall immediately furnish counsel and defend the member.

c. The Commonwealth shall be responsible for judgments rendered against the member in job-related suits where the bargaining unit member has acted within the scope and responsibility of his/her office.

Section 22. The Employer must retain certain prerogatives which include but are not limited to the determination of the required employee complement. Due regard shall be given by the Employer in determining personnel needs to the safety of employees. The Association may invoke the provisions of the grievance procedure in the event it determines that assignments are made without due regard to safety. In the event that the Union should successfully challenge an action by the Employer as being in violation of this Section, the Arbitrator shall be empowered to enter such award as is necessary to remedy the violation, including the reinstatement of the status quo.

Section 23. Employees should be treated in a respectful manner which does not embarrass them or demean their dignity. The appropriate forum for incidents which are inconsistent with this principle shall be labor-management meetings under Article 33, Section 8.

Section 24. If an employee experiences an exposure as defined in Act 148 to an inmate's/patient's blood and body fluid, the employee and the Employer shall follow the procedures outlined in Act 148 of 1990. If such procedures require an employee to attempt to obtain a court order to obtain the HIV status of the inmate/patient, the Employer shall provide all legal assistance necessary to the employee, at no cost to the employee. An employee shall have the option of seeking outside medical attention in the event of any exposure at the Employer's expense.

Section 25. A Stress Management Program shall be given on a voluntary basis for one hour as part of the annual training program for Corrections Officers on an every other year basis. The current practice for the Stress Management training of Forensic Security Employees shall remain in effect.

Section 26. The Commonwealth shall provide fully paid coverage for six psychotherapy visits per contract year for each employee of this bargaining unit. The method of administering this coverage shall be jointly established consistent with the following criteria:

- a. The psychologist or psychiatrist used will be the employee's choice.
- b. The employee should experience no out-of-pocket expense.
- c. This coverage does not extend to dependents or spouses except as provided below.
- d. This coverage will not be used for visits covered under workers' compensation.

The Commonwealth shall provide up to six fully paid psychotherapy visits per contract year, subject to the criteria listed in Subsections a., b., c., and d of this Section, for each spouse and legal dependent child of an employee in this bargaining unit who has been held hostage by an inmate or patient. This coverage will be in effect for a period of three years from the date of the hostage incident unless the psychologist or psychiatrist certifies the need for treatment beyond the three year limitation.

The Commonwealth reserves the right to discuss the administration of this coverage during the term of this Agreement.

Section 27. A communicable disease committee shall be established to meet and attempt to resolve the issues of giving employees notice when inmates or patients have a communicable disease, testing employees who have been exposed to a communicable disease, testing inmates and patients who have caused a possible exposure of an employee to a communicable disease, providing employees with the appropriate training and equipment to deal with patients and inmates who have a communicable disease and providing employees with the appropriate inoculations to protect employees in this unit.

Section 28. The Commonwealth and the Association agree that the Department of Corrections Drug and Alcohol Testing Program contained in Appendix H represents the results of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes a term and condition of employment for employees in this bargaining unit.

A committee comprised of Employer and Association representatives will meet to formulate rules, regulations and procedures to provide for drug and alcohol free institutions/boot camps. The committee will address issues relating to employees, training of employees, inmates, visitors and security. Unresolved committee issues will be subject to arbitration.

Section 29. The parties agree that employees (Both DOC and DPW employees) are subject to the provisions of the Department of Corrections, Drug Interdiction Procedures Manual Policy Number 6.3.15. This policy will be consistent with the Department of Health and Human Services Policy as it pertains to listed drugs and the testing cut-off levels.

Searches of employees due to a positive reaction to drug interdiction equipment or a K-9 will be conducted in accordance with the existing Institution Security Policy, 6.3.22.

The Commonwealth and the Association agree the coverage of employees by the above referenced programs represents the results of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes a term and condition of employment for employees in this bargaining unit.

Section 30. Employees will be permitted to use up to four (4) hours administrative leave per calendar year to donate blood. Blood donations will be made in accordance with Management Directive 530.21, Amended.

Section 31. Upon employee request, the Commonwealth shall notify the appropriate District Attorney of an inmate/patient assault upon an employee. This notification shall not prejudice the rights of any employee to pursue independent charges. Similarly, failure, inability, or unwillingness by an employee to request such notification shall not prejudice the Employer's right to pursue criminal charges against any inmate/patient.

Section 32. Policies concerning tobacco use at the work site, including prohibitions against tobacco use, may be established by the Commonwealth after meet and discuss with the Association.

Section 33. The following shall be effective January 1, 2009:

In the event that the Employer asserts an overpayment of wages or benefits provided by this agreement of more than \$100 has been made to any employee the Employer shall provide written notice of such overpayment to the employee and the Union and shall supply the employee and Union with documentation of such debt. Repayment of such debt shall be made by the following procedures:

- a. The employee may elect to repay the debt in full in a single payment.
- b. The employee may voluntarily repay the debt by making payments of 15% or more of net pay per pay period. Net pay is defined as gross pay minus federal, state, and local withholding, unemployment compensation tax, social security and retirement contributions and pre-taxed health care contributions.
- c. If the payment of 15% of net pay is too severe, the employee may propose a payment plan after submitting documentation of hardship including total family income, assets, liabilities, number of dependents, total expenses for food, housing, clothing, transportation, medical care and any exceptional expenses. The employee then may submit an alternative payment plan through payroll deductions for approval by the Employer.

In any case the alternative payment shall not be less than 10% of net pay per pay period and for a repayment period of 26 pay periods or less. The Office of Administration shall have the sole right to approve such alternative payment plans.

ARTICLE 34 EQUAL EMPLOYMENT OPPORTUNITY

If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, 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 the aforementioned Orders, laws and implementing regulations shall prevail.

Disputes regarding the application and implementation of the Orders, laws and implementing regulations shall be subject to arbitration.

This provision does not constitute a waiver of rights under Act 195.

Upon request of the Association, a committee composed of an equal number of Management and Association representatives shall be established to review compliance with the Commonwealth's Equal Employment Opportunity Program at those institutions/boot camps in the Department of Corrections of concern to the Association.

ARTICLE 35

H-1 ALTERNATIVE DISPUTE RESOLUTION PROCESS GRIEVANCES AND ARBITRATION

Section 1. An employee who has the right to process a grievance through either the contract grievance procedure provided herein or through the Pennsylvania Civil Service Commission may only pursue one such remedy. If the employee files an appeal with the Commission, and through the contract grievance procedure, the contract grievance procedure shall be automatically suspended and the employee and Association advised in writing of the dual filing. If the employee fails to withdraw the appeal to the Pennsylvania Civil Service Commission within ten (10) days of such notification, the grievance shall be considered to have been withdrawn and shall not be further prosecuted. Nothing herein shall be construed to extend the time limits for filing a grievance.

All grievances submitted in accordance with this article must state the article(s) and section(s) of the collective bargaining agreement that was allegedly violated and provide a short description of the alleged violation. If not, the grievance will be considered withdrawn.

Section 2. Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Agreement shall be settled utilizing Steps 1, 2 and 3 below:

Step 1. The employee, either alone, or accompanied by the Association Representative, or the Association Representative, where entitled, shall present the grievance in writing to the respective institutional/boot camp representative or official Agency designee within fifteen (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 the occurrence.

The parties agree the respective institutional/boot camp representative or official Agency designee and the Association counterpart must schedule and meet on a monthly Step 1 basis, if necessary, in order to attempt to resolve all outstanding grievances. Grievances regarding "Just Cause" for discharge, involuntary demotion, suspension and reprimands may be submitted five (5) working days prior to the pre-scheduled Step 1 meeting. Grievances involving "contract interpretation" must be submitted at least fifteen (15) working days prior to the pre-scheduled Step 1 meeting. These periods may be modified by mutual agreement of the parties. At the Step 1 meeting, the parties will advise each other of the then known facts, including witnesses, and furnish copies of relevant reports or investigations upon which the party will rely in proving and/or supporting its respective position. Where special circumstances require confidential and/or security related information not be disclosed at the institutional/boot camp level at that time, the case will be handled in accordance with

the "Security Related Disclosure Procedures" which have been established.

Any agreed upon final settlement of a grievance reached at Step 1 shall be reduced to writing and signed by the Association, and respective institutional/boot camp representative or official Agency designee. Decisions at Step 1 shall not be used as a precedent for any subsequent case. Step 1 settlements will not add to, subtract from nor modify the provisions of this Agreement.

After the Step 1 meeting has been held and the then known and to be relied on information discussed, the respective institutional/boot camp representative or official Agency designee must, if the case is not settled at this point, make a written disposition of the matter to the Association within five (5) working days from the date of the Step 1 meeting.

Step 2. If the disposition of the matter by the respective institutional/boot camp representative or official designee is not satisfactory, or a response has not been received from Step 1, the Association shall have fifteen (15) working days after the Commonwealth's response is received or due, to appeal the decision by filing its grievance with one of the two Joint Committees for the H-1 Alternative Dispute Resolution Process referred to in Rule 1 of the attached Rules of Procedure. Such submission shall be made in writing and shall be filed in accordance with the established procedures. The PSCOA will provide the Office of Administration Bureau of Labor Relations an electronic copy of the grievance summary for which all required information is provided for placement on the monthly docket sheet. In addition, the PSCOA will provide the OA-BLR, DOC and DPW access to a secure link on the PSCOA website for reviewing grievance packets.

Failure of the Association to submit grievances to the appropriate Joint Committee within the fifteen (15) day appeal period specified above, shall be cause for the Commonwealth to consider the matter "settled and withdrawn". Any later discovered or developed evidence, not previously disclosed to the other party at the Step 1 meeting will be submitted to the other side as soon as practical after discovery and/or development, but in no event later than 48 hours (excluding holidays and Saturdays/Sundays) before the Step 2 hearing.

For Discharge grievances, neither Management nor the Association will have a postponement to take. Postponements at Step 2 will only be granted by the Committee.

Decisions of a Joint Committee are final and binding and shall not operate as a precedent for contractual interpretation matters.

The Committee at Step 2 shall have the right to hear testimony from both parties, investigate all facts and render a final and binding decision. 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 Committee shall neither add to, subtract from, nor modify the provisions of this Agreement. The Committee shall be confined to the precise issue submitted and shall have no authority to determine any other issues not so submitted. If the Joint Committee is unable to reach a decision of majority vote, the matter will be considered "deadlocked".

STATEWIDE GRIEVANCES

The Association shall present grievances concerning statewide actions directly to the Office of Administration, Bureau of Labor Relations for docketing to the Class Action Statewide Grievance Review

Committee (the “Committee”) within fifteen (15) working days of the date of the occurrence giving rise to the dispute, or the date when the Association knew or by reasonable diligence should have known of its occurrence.

The parties shall exchange all known information relevant to the grievance no later than twenty (20) working days prior to the Class Action Statewide Grievance Review Committee meeting during which the grievance is scheduled to be heard.

Meeting dates for the Committee shall be established by mutual agreement between the Association and the Office of Administration. Meeting dockets shall be prepared by the Office of Administration and sent to the Association and the affected agency thirty (30) working days prior to the scheduled meeting date.

Decisions of the Committee are final and binding and shall operate as precedent unless agreed otherwise.

The Bureau of Labor Relations staff shall prepare the written minutes of each committee meeting, briefly outlining the facts and the decision reached by the Committee in each case heard. Copies of all such minutes and decision shall be mailed to the Association and to the Departments of Corrections and Public Welfare. Such minutes will be approved at the next meeting of the Committee and will form the official record of the Committee action.

Step 3. An appeal from a deadlocked decision at Step 2, or the Class Action Statewide Grievance Review Committee may be initiated by the Association, by written notice of the intent to proceed to arbitration. This notice must be sent within fifteen (15) working days after the deadlocked decision from Step 2 or the Class Action Statewide Grievance Review Committee to the Office of Administration, Bureau of Labor Relations, 404 Finance Building, Harrisburg, PA 17120, and the affected Commonwealth agency (Division of Labor Relations).

Grievances requested for arbitration in accordance with Step 3. above and not scheduled within three years from said date, will be considered withdrawn.

ARBITRATION

Rules for Arbitration and Review Process

The Parties will mutually agree on a list of 8 impartial arbitrators.

The Arbitrators chosen by the parties shall serve on the panel for a term of two years. Subsequent terms will be determined by the parties.

If either side desires to remove an arbitrator from the panel they shall serve notice 30 days prior to the other side along with the name of the Arbitrator and specifics as to why they desire to remove said arbitrator from the panel. Upon receipt of this service the parties will attempt to mutually agree on a replacement Arbitrator within 15 days. If the parties are unable to mutually agree on a replacement Arbitrator, the receiving side shall furnish the names of (4) Impartial Arbitrators to the party initiating the removal of a panel Arbitrator. The replacement Arbitrator will be chosen from among those four names by the removing party.

The parties will conduct monthly grievance review/scheduling meetings of those grievances that

Association has requested be scheduled for arbitration.

The Association as the moving party shall furnish a list of grievances they desire to schedule for Arbitration to the Office of Administration no less than one calendar week prior to the review meeting.

The scheduling of cases into the arbitration calendar will be in the following order; Termination, Discipline and then Contract Interpretation unless mutually agreed otherwise.

The parties agree that due to geographical locations of institutions and arbitrators, the scheduling of cases may be altered from the order above.

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

A decision at either Step 2 Joint Committee, Statewide Grievance Review Committee or by the arbitrator shall be final and binding on both parties. The arbitrator shall be required to issue a decision after the close of the hearing.

While the arbitrator's notes shall remain the official record of the proceeding, either party may tape record the arbitration proceeding upon providing notice of the recording to the opposing party and the arbitrator. The taping party shall, upon request, provide a copy of the tape to the non-taping party.

TIME LIMITS

Working days as referred to throughout Section 2 will exclude holidays and Saturdays/Sundays.

All of the time limits contained in Sections 1 and 2 may be extended by mutual written agreement. The granting of any extension at any step shall not be deemed to establish precedence.

COSTS

Each party shall bear the costs of preparing and presenting its own case.

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 the postponement results in a settlement of the grievance in which event the postponement charge shall be divided between the parties.

A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

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.

a. All disputes regarding Heart and Lung/Act 534/Act 632 benefits shall be considered a “grievance” within the meaning of this Article and shall be resolved by the utilization of the procedure contained herein.

The Parties will provide 30 days notice of what cases will be scheduled for hearings and the OA-BLR will prepare a docket.

b. The number of arbitrators on the Panel will increase to three (3). Ralph Colflesh, Lynne Mountz and Frank Fisher shall serve as the neutral Arbitrators. All three shall rotate as the neutral arbitrator by equally splitting, as much as possible, the arbitration hearings. Each arbitrator will provide 2 hearing days per month. Should the arbitration caseload no longer require 6 hearing days per month, the Parties will mutually agree on a new schedule necessary to handle pending cases in a timely manner.

The Parties will continue to assign cases to the arbitration dates as agreed by current practice.

Continuances that result in a full day cancellation fee will be paid by the party making the request.

c. The arbitrators will individually preside over all disputes arising under the Heart and Lung Act/Act 534/Act 632, including any appeal of a denial of benefits and any request to terminate benefits.

d. The chosen arbitrators will sit on a rotating basis and will be available to hold, at a minimum, two full hearing days per month. Either party may request a hearing, and the Panel members will schedule their hearing dates on a rotating basis.

e. In the event that either arbitrator is unable to serve or is removed from the Panel as provided hereinafter, the parties shall attempt to agree upon a replacement neutral arbitrator. If agreement on a replacement arbitrator cannot be reached within thirty days, the parties shall submit a request to the American Arbitration Association for a list of four arbitrators. The list must be provided to the parties within ten days. The parties shall take turns striking arbitrators from the list, with the first to strike being determined by lot. The parties shall each have five days to exercise their strike options.

f. Effective July 1, 2007 and upon the anniversary of that date each year thereafter, either party may remove a designated arbitrator by giving written notice to the other not less than sixty (60) days prior thereto.

Section 4. An employee shall be permitted to have a representative of the Association present at Step 1; subject, however, to Section 606, Article VI of the Public Employee Relations Act.

Upon request by an employee or Association representative, a grievance meeting will be postponed or rescheduled, if necessary, if an Association Representative is temporarily unavailable to the employee.

STEWARDS

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

LOST TIME

A reasonable number of witnesses, when required to attend Joint Committee meetings because of the Commonwealth's refusal to accept that witness' written statement, as provided in these rules, shall be allowed to attend a grievance meeting without loss of pay.

An employee who presents a grievance or sits on a Joint Committee shall do so with pay provided the Association has indicated their desire to have that person participate in the procedure. The number of employees so designated shall not be abused.

Section 5. The Joint Committee will function under the Rules of Procedure contained in Appendix G.

Section 6. The Commonwealth and the PSCOA shall meet yearly to review the grievance procedure. The procedure can be modified at any time by written agreement between the parties.

ARTICLE 36 SAFETY AND HEALTH

Section 1. The Employer will take affirmative action to ensure compliance with laws concerning the health and safety of employees working in state-owned or leased buildings.

Section 2. The Employer agrees to inform the local Association, as soon as possible, when representatives of the Bureau of Occupational and Industrial Safety, Department of Labor & Industry, or other state or federal agencies involved in the establishment or enforcement of laws concerning or affecting the health and safety of employees working in state-owned or leased buildings are on the premises for an inspection. A designated Association steward located on the premises shall be allowed to accompany such representatives on inspection tours of the work site to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of such regulatory agencies who are at the work site for the purpose of safety inspections, the Employer agrees to inform the local Association.

Section 3. The Employer will not assign employees to any work area in any building owned or leased by the Commonwealth while there is clear and present danger to their safety and such a danger is not an anticipated part of the professional responsibilities and risks of a Corrections Officer or Forensic Security Employee.

Section 4. The Employer will take appropriate action to protect its employees from injury while at work in any buildings owned or leased by the Commonwealth. Where clear and present hazardous conditions exist at a work site, the Employer shall post appropriate warning signs and take immediate action to abate the hazard.

Section 5. The Employer agrees to advise the local Association of the identity of all patients/inmates who have a communicable disease or are suspected of having a communicable disease.

Section 6. Upon written request, the local Association shall be provided with copies of statistical reports concerning work- related accidents.

Section 7. The Employer agrees to establish a health and safety committee at each work location. The committee shall be composed of an equal number of representatives of the Association and the Employer. The purpose of the committee shall be to investigate present or potential safety hazards and to make recommendations for corrective action. Unless otherwise agreed by the parties, the committees shall meet once each quarter unless a clear and present danger situation warrants a special meeting. The committee shall establish its own operating procedures. However, Association representatives on the committee shall be given a reasonable amount of time during working hours to investigate safety and health hazards brought to the committee and to serve on this committee.

ARTICLE 37 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 bargaining 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 Association in writing at least 90 days in advance of any such sale, lease, transfer, or assignment.

ARTICLE 38 POLITICAL ACTION COMMITTEE AND OTHER DEDUCTIONS

Section 1. Political Action Committee Deductions

a. The Employer agrees to deduct from the paycheck of employees covered by this Agreement, voluntary contributions to the Association's Political Action Committee. The Employer shall make such deductions only in accordance with the written authorization of respective employees which shall specify the amount, frequency and duration of the deductions.

b. The Employer shall transmit the monies deducted in accordance with this Article to the Association's Political Action Committee in accordance with the procedures agreed to by the Employer and the Association.

c. The Association shall reimburse the Employer for the Employer's actual cost for the expenses incurred in administering this Article.

Section 2. Other Voluntary Deductions

a. Effective April 1, 2006, the Employer will provide one payroll slot to the PSCOA to be used for a voluntary deduction program. The voluntary deduction shall be for a single rate and a single carrier which shall be certified to the Employer by the Association.

b. Effective April 1, 2006, the Employer will provide a payroll slot to the PSCOA to be used for a voluntary deduction program for membership in Corrections USA. The voluntary deduction shall be at a uniform rate, which shall be certified to the Employer by the Association.

c. The Employer agrees to deduct the certified amount from the pay of those employees who individually request in writing that such deduction be made. The employee's written authorization for the

deduction shall contain the employee's name, employee number, agency in which employed, work location (institution/boot camp or corrections community center), Association name and local.

d. The Employer's only obligation under this Section will be to deduct the single rate from the regular bi-weekly salary and wages of employees who have requested the deduction through written authorization provided for in Subsection a. and b. above and to electronically transmit the aggregate amount together with an itemized statement to PSCOA's chosen program carrier by the last day of the succeeding month, after such deductions are made. The Employer shall not be required to provide additional reports or other information either to the carrier or to PSCOA.

Section 3. The Association shall indemnify and hold the Commonwealth harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 39 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, son or daughter 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 period 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 as provided on a Serious Health Condition Certification.

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 15, Section 5.a., and parental leave without pay used under Article 16, 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 15, Section 5.a., and Article 16, 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 the commencement of the leave.

The continuation of benefits under this Section is subject to the employee's payment of any required employee contributions under Article 23.

Section 2. State-paid coverage for life insurance and state contributions toward coverage for health benefits as provided in Articles 22 and 23 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 in accordance with Article 10, Section 19, an employee shall be required to use all such 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 combined, holiday or compensatory leave; however, if such leave is used, it must be used at the commencement of the absence and 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 Section 2601 et seq.

ARTICLE 40 BARGAINING UNIT WORK

Section 1. The Employer shall not contract/assign H-1 bargaining unit work to independent contractors, consultants or other non-H-1 bargaining unit state employees where such contract/assignment would result in the layoff or downgrading of an employee or prevent the return to work of an available, competent employee except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service.

Section 2. The Employer shall not contract/assign H-1 bargaining unit work which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee to independent contractors, consultants or other non-H-1 bargaining unit state employees except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service.

Section 3. This Agreement will not be construed so as to prevent managerial, supervisory or other non-H-1 bargaining unit state employees from performing H-1 bargaining unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the Employer or maintain the Employer's standard of service.

Section 4. The Employer shall provide the Association with as much advanced notice as possible of a proposed contract/assignment of H-1 bargaining unit work outside the H-1 bargaining unit.

Section 5. At each site where a proposed contract/assignment is to occur, local labor/management committees shall meet and discuss over the reasons for the assignment. At this time the Employer shall provide to the Association all information it has to support a claim of reasonable cost savings or improved service. The Association shall have the opportunity to provide alternative methods to attaining the Employer's desired result. In the event that the parties at the local level are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of the PSCOA, the Agency and the Office of Administration. Should the parties be unable to resolve the issue, the Association shall notify the Office of Administration in writing of its intent to submit the matter to the grievance procedure.

Section 6. The Employer and the Association acknowledge the above represents the results of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of bargaining unit work.

ARTICLE 41 PSCOA SCHOLARSHIP FUND

Section 1. PSCOA Scholarship Fund

a. As soon as practicable after January 31, 2006, the Commonwealth shall deposit Twenty Five Thousand Dollars (\$25,000.00) into an interest bearing account to be used for the purpose of providing scholarship assistance to state-related schools for dependents of employees in this bargaining unit who were killed in the line of duty on or after July 1, 2005. Beginning July 1, 2006 and each July thereafter, the Commonwealth will deposit additional money into the account to replace money expended to a maximum of \$25,000 in a fiscal year, in order to ensure that the account maintains a balance of \$25,000.

The recipient, nature and amount of such assistance shall be determined in accordance with this Article by a committee composed of one representative from the Association and one designated by the Commonwealth.

b. Definitions

(1) "Eligible dependent" means the spouse, child, stepchild or legally adopted child of an employee killed in the line of duty who qualifies as a dependent under IRS guidelines.

(2) "State-related" schools shall mean the following Pennsylvania institutions of higher learning: Pennsylvania State University, University of Pittsburgh, Temple, Lincoln, Bloomsburg, California, Cheyney, Clarion, East Stroudsburg, Edinboro, Indiana, Kutztown, Lock Haven, Mansfield, Millersville, Shippensburg, Slippery Rock or West Chester Universities.

(3) "Killed in the line of duty" means any employee whose death is attributable to work-related circumstances and approved under Act 101-102 of 1981 and the Public Safety Officers Benefit Act of 1976.

(4) "Full-time student" shall mean a minimum course work load of at least 12 credit hours per semester.

(5) "Approved program of higher education" shall mean scholarship assistance for enrollment in a degree program at a state-related school for eight semesters or the completion of a Baccalaureate degree, whichever occurs sooner.

c. Scholarship Assistance for Eligible Dependents

Scholarship assistance shall be afforded to eligible dependents who are full-time students enrolled in an approved program of higher education at a state-related school within the Commonwealth. The student must meet admission requirements, must be accepted under the current admissions policy for course work and must remain in good academic standing at the completion of each semester, as defined by the institution of attendance.

As a prerequisite to approving any assistance, students must execute a waiver with the institution for the Committee to be provided with a copy of the transcript of grades upon the completion of each semester.

d. Amount of Scholarship

Scholarships awarded by the Committee will supplement available grants to the student and shall not exceed the cumulative total of tuition and fees of \$1,000 per semester or up to \$2,000 per academic year, whichever is the lesser.

Before becoming eligible for scholarship assistance, the student must apply for and declare all state and financial aid grants and authorize the Committee to receive and review any financial aid transcripts on file with the institution.

e. Miscellaneous

Further implementation and interpretation of the guidelines enumerated herein are reserved to the Committee. The Committee reserves the right to change or amend the program subject to adequate notice which shall be distributed to all employees. The determination of the Committee regarding interpretation of the guidelines is final.

ARTICLE 42
LEAVE DONATION PROGRAM

Section 1. Effective April 1, 2006, the Commonwealth will implement and administer a Leave Donation Program. Permanent employees may donate combined 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 injury or illness or for the catastrophic 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 bereavement leave and has no accrued or anticipated sick leave or combined leave available, subject to the limitations in Article 10, Section 17.

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, foster child, step-child, or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria.

c. A 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. The absence due to the catastrophic 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 same catastrophic illness or injury. Combined leave, 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 catastrophic 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.

e. All accrued leave must be used as follows before any donation may be received.

(1) For an employee's own catastrophic injury or illness, all accrued combined leave, sick, holiday, and compensatory leave and all anticipated combined and sick leave for the current leave calendar year must be used.

(2) For the catastrophic injury or illness of a family member, all accrued combined leave, holiday, and compensatory leave and all anticipated combined leave for the current leave calendar year must be used. All of the employee's sick family allowance must be used in accordance with Article 10, Section 20.

f. 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 catastrophic illness or injury.

g. 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 a family member's illness) will also be reduced.

h. Donated leave may be used on an intermittent basis. However, each absence may be required to be medically documented as due to the same catastrophic illness or injury.

i. An employee is not eligible to receive donations of leave if, during the previous six months, the employee has been placed on a written leave restriction, or has received a written reprimand or suspension related to attendance.

j. 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 combined 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 combined leave to an employee within the donor's agency who meets the requirements of the Leave Donation Program. Donations 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 (7.5 or 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 combined leave balance after donation cannot be less than the equivalent of five workdays of leave (37.5 or 40.0 hours). Anticipated combined 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 combined 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 bereavement leave, accrued or anticipated sick leave available, may use donated leave as bereavement leave, subject to the limitations in Article 10, Section 17.

Section 4. The provisions of this Article are not grievable under Article 35 of this Agreement.

Section 5. Notwithstanding the requirement in Sections 1 and 3 of this Article that combined leave, 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 donations 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."

ARTICLE 43
TERMINATION

This Agreement shall be effective July 1, 2011 except where specifically provided that a particular provision will be effective on another date. This Agreement shall continue in full force and effect up to and including June 30, 2014. 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 Public Employe Relations Act.

COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA STATE CORRECTIONS
OFFICERS ASSOCIATION

Kelly Powell Logan Date
Secretary of Administration

Roy Pinto Date
President, PSCOA

APPENDIX A

CLASSIFICATION TITLES

CLASS CODE	CLASS TITLES	PAY RANGE
30100	Forensic Security Employee Trainee	34
30110	Forensic Security Employee 1	35
30120	Forensic Security Employee 2	37
42871	Corrections Canteen Clerk 1	29
42872	Corrections Canteen Clerk 2	30
42873	Corrections Stock Clerk 1	30
42874	Corrections Stock Clerk 2	32
47200	Corrections Officer Trainee	34
47210	Corrections Officer 1	35
47220	Corrections Officer 2	37
47280	Corrections Utility Plant Operator	35
47290	Corrections Plant Mechanic	35
47300	Corrections Maintenance Repairman 2	35
47320	Corrections Community Center Monitor	30
47613	Corrections Records Specialist	35
69510	Corrections Equipment Operator	35
81510	Corrections Food Service Instructor	35
93470	Corrections Locksmith	35
98010	Corrections Sawmill Foreman	37
98020	Corrections Upholstered Furniture Foreman	37
98200	Corrections Wood Furniture Factory Foreman	37
98210	Corrections Coffee & Tea Processing Foreman 1	37
98220	Corrections Mattress Factory Foreman 1	37
98230	Corrections Soap Detergent Factory Foreman 1	37
98240	Corrections Container Foreman 1	37
98250	Corrections Canning Factory Foreman 1	37
98260	Corrections Knitting Mill Foreman 1	37
98270	Corrections Shoe Factory Foreman 1	37
98280	Corrections Textile Mill Foreman 1	37
98290	Corrections Garment Factory Foreman 1	37
98295	Corrections Optical Lab Factory Foreman	37
98300	Corrections Metal Products Factory Foreman 1	37
98310	Corrections Printing Shop Foreman 1	37
98320	Corrections Meat Processing Foreman 1	37
98340	Corrections Laundry Plant Foreman 1	37
98360	Corrections Advanced Data Entry Center Foreman 1	37
98530	Corrections Upholsterer Foreman	37
98540	Corrections Janitorial Work Foreman	32
98550	Corrections Laundry Foreman	32
98560	Corrections Laborer Foreman	35
98570	Corrections Water Treatment Plant Foreman	35

98580	Corrections Sewage Treatment Plant Foreman	35
98590	Corrections Dairyman 1	35
98800	Corrections Automotive Mechanics Trade Instructor	37
98804	Corrections Automotive Body Factory Foreman	37
98810	Corrections Barber Instructor	37
98812	Corrections Barber Manager	35
98820	Corrections Carpenter Trade Instructor	37
98825	Corrections Upholsterer Trade Instructor	37
98830	Corrections Welding Trade Instructor	37
98850	Corrections Plumbing Trade Instructor	37
98860	Corrections Printing Trade Instructor	37
98870	Corrections Machinist Trade Instructor	37
98880	Corrections Masonry Trade Instructor	37
98890	Corrections Painting Trade Instructor	37
98900	Corrections Built-Up Roofing Trade Instructor	37
98910	Corrections Shoe Repair Trade Instructor	37
98920	Corrections Sheet Metal Trade Instructor	37
98930	Corrections Cosmetology Instructor	37
98940	Corrections Tailoring Trade Instructor	37
98950	Corrections Refrigeration Mechanic Trade Instructor	37
98960	Corrections Construction Equip. Operator Instructor	37
98970	Corrections Electrical Trade Instructor	37
98980	Corrections Electronic Trades Instructor	37

APPENDIX B
Seniority Units by Agency

Department of Corrections

Promotions

1. Each Institution/Boot Camp
2. Community Services Centers - Each County
3. Headquarters including the Training Academy

Furloughs

1. Each Institution/Boot Camp
2. Community Services Centers - Each Region (3)
3. Headquarters including the Training Academy

Department of Public Welfare

Promotions and Furloughs

1. Each Regional Forensic Unit

APPENDIX C

**H-1 ALTERNATIVE DISPUTE RESOLUTION PROCESS
RULES OF PROCEDURE**

**RULE 1
JOINT COMMITTEES**

Section 1. Function - Joint Committee

It shall be the sole purpose of the Joint Committees to hear unresolved grievances from Step 1. The Joint Committee shall have the authority to render final and binding decisions on all grievances properly brought before it.

Section 2. Composition

Any Joint Committee shall be made up of an equal number of representatives designated by the Association and by the Commonwealth from persons not directly involved in the case. Each party shall designate a Co-Chairperson to the Committee for purpose of orderly execution of procedures.

Section 3. Jurisdiction

The parties agree to implement two Sectional Joint Committees comprising the following locations:

EASTERN JOINT COMMITTEE

Facility

Chester
Camp Hill
Frackville
Dallas
Graterford
Muncy
Retreat
Norristown
Waymart
Mahanoy
Coal Township
Elizabethtown Training Academy
Headquarters
Community Corrections Centers located at:
Philadelphia
Harrisburg
Allentown
Scranton
York
Wernersville

WESTERN JOINT COMMITTEE

Facility

Laurel Highlands
Rockview
Greensburg
Cresson
Mercer
Greene
Quehanna
Somerset
Albion
Cambridge Springs
Houtzdale
Pine Grove
Smithfield
Huntingdon
Fayette
Forest
Pittsburgh
Community Corrections Centers located at:
Johnstown
Pittsburgh
Erie
Sharon
Progress

RULE 2 JOINT COMMITTEE MEETING

Section 1. Time and Place

The Eastern Joint Committee shall meet every month in Harrisburg, Pennsylvania.

The Western Joint Committee shall meet every month in Altoona, Pennsylvania, or in such other alternative locations as the parties may agree.

The time and place of any meeting may be changed by mutual agreement of the Co-Chairpersons of the Joint Committee.

Section 2. Agenda

A copy of the docket of cases to be heard at each Joint Committee meeting will be mailed by the designated docketing representative at least ten (10) days in advance of the date of each meeting.

Once the docket has been prepared by the docketing representative and mailed out to all interested parties, no additional cases can be added to the docket for that meeting, with the exception

of discharge or continuing liability cases. If the Co-Chairperson of the Association and the Co-Chairperson of the Commonwealth mutually agree that a case involving a discharge or continuing liability may be heard by the Joint Committee on short notice, then such case will be placed on a supplemental docket at the time of the Joint Committee meeting.

RULE 3 PROCEDURE ON GRIEVANCES

Section 1. Filing of Grievances

The grievance shall be reduced to writing by either party on a form approved by the Joint Committee. Copies of same shall be submitted to the docketing agent.

Section 2. Selection of Panel

The Association and the Commonwealth will select their respective Co-Chairperson. The position of Acting Chairpersons for each Joint Committee session will be alternately filled by the respective side. Each Co-Chairperson shall select their members of a panel to hear a case on the docket. Any panel of the Joint Committee hearing a case shall consist of a maximum of three (3) representatives for the Commonwealth and the Association, but at all times shall consist of an equal number of designated representatives of the Commonwealth and the Association.

In the event any case on the docket affects the facility of any member of the panel, then such panel member shall remove himself from the panel for that case and the Chairperson for either the Association side or the Commonwealth side, as the case may be, shall designate another member of their group to sit on the panel to hear that particular case.

Section 3. Settlements

If a case, after being placed upon the Joint Committee's agenda for a particular meeting, is settled between the parties involved, both parties shall file a notification with the Joint Committee of the settlement before the meeting when such case was scheduled to be heard.

Section 4. Postponement of Cases

Postponement of cases on the agenda of the Joint Committee will be permitted only once for each party. Notice of a postponement shall be given to the other party by the fastest possible method of communication upon knowledge of the need to postpone. No subsequent postponements by that party will be permitted at the Joint Committee.

Section 5. Default

In the event either party in a dispute fails to appear before the Joint Committee or a panel thereof without an authorized postponement, the Joint Committee shall render a default decision in favor of the appearing party. If either party in a case which is scheduled to be heard at a particular meeting fails to appear at the time the case is called, that case will be placed at the end of the Agenda and then be called again. At that time when the case is again called, if the party again fails to appear,

the Joint Committee shall render a default decision in favor of the appearing party. However, in any such case the Co-Chairperson of the group whose representative fails to appear may appoint a member of the Committee, or an alternate, to present the case. Except upon the consent of the Co-Chairperson shall the Joint Committee be required to meet on the day following the day of a scheduled meeting because of the failure of a party to appear on the date for which the hearing was scheduled.

RULE 4 OPERATION OF JOINT COMMITTEE

Section 1. Rules

The operation of the Committee shall be in accordance with these Rules of Procedure and such other rules as may from time to time be adopted by the Joint Committee. Such other rules shall be established by a majority vote of the Joint Committee provided, however, both the Association and the Commonwealth members of the Committee have equal voting power. Whenever an addition or amendment to these Rules of Procedure, or other rules duly adopted, is proposed, it shall be presented in writing to the Joint Committee at a regularly scheduled meeting of the Committee and voted upon at the following meeting.

Section 2. Order of Cases

All cases will be heard by the Joint Committee in the order which they are docketed, except for docketed discharge cases which will be heard ahead of any other docketed cases. Additionally, upon reasonable request the Co-Chairpersons can agree to hear any particular case out of its regular order on the Agenda.

Section 3. Step 2 Hearings

In the hearing of a case, either party may present any evidence bearing on the facts of the particular case, and may present testimony of witnesses either in person or by sworn affidavit. It will not be necessary for any written statements to be notarized in order to be considered. However, these statements must contain the following statements:

"THE FOLLOWING STATEMENT IS BEING GIVEN BY ME FREELY AND WITHOUT COERCION FOR OFFICIAL COMMONWEALTH BUSINESS AND WILL BE CONSIDERED FOR ALL PURPOSES, INCLUDING ACTIONS UNDER THE STATUTES OF THIS COMMONWEALTH, JUST AS THOUGH IT HAD BEEN SWORN OR AFFIRMED BEFORE A COURT OF LAW OR FORMAL ARBITRATION PANEL."

All evidence to be presented must be made known to the other party within a reasonable time prior to the hearing, BUT IN NO EVENT LATER THAN FORTY-EIGHT (48) HOURS PRIOR TO THE SCHEDULED HEARING. THE FOLLOWING ARE THE ONLY PERMISSIBLE EXCEPTIONS: BARGAINING HISTORY, PRECEDENT SETTING ARBITRATION AWARDS, PRECEDENT SETTING SETTLEMENTS, COURT DECISIONS, AND LABOR BOARD DECISIONS. Failure to comply with this rule by either party, shall constitute grounds for the Committee to refuse to consider the evidence in question if an objection to its introduction is raised. During the hearing, only panel members, alternate members of the Joint Committee, the

parties presenting the case, and those directly involved in the specific case being heard, shall be allowed to sit in the immediate area where the hearing is being conducted. Other members of the Joint Committee, except for the designated panel hearing the case, shall not participate in the presentation, the discussion, or the questioning.

In discharge, involuntary demotion, suspension and reprimand cases, the Commonwealth must present its evidence first; in all other cases, the Association will present its evidence first. Each party shall declare, prior to the presentation of its case, whether there will be a co-presenter on the respective case. The number of co-presenters shall be limited to two (2) individuals, and a co-presenter shall only supplement the presentation of the case. Both sides will have an opportunity to summarize and rebut, however, when co-presenters are used, only one (1) of the co-presenters may respond during the Summation and Rebuttal portion of the presentation. After each party has presented its case and its official rebuttal testimony, the panel members will be free to ask questions of the parties. Each party shall then have the opportunity to summarize its case. After such summary, the panel of the Joint Committee will retire to executive session and will vote, and thereby render its decision. The voting will be conducted by secret ballot if requested by any member of the committee, otherwise, voting by a show of hands will be deemed to be sufficient. When the panel goes into executive session in order to decide the case, all others must retire from the room. After a decision has been reached by a majority vote of the panel, the decision shall be reduced to writing and provided to the parties in a manner agreed upon by the Joint Committee.

Section 4. Recess

A recess may be requested by either party during the hearing of a case. However, if such a request is granted by the Acting Chairperson, it shall not exceed one hour. The Acting Chairperson may also call for recess at any time, but such recess not to exceed one hour in duration.

RULE 5 COMMITTEE MINUTES

The Bureau of Labor Relations staff shall prepare the written minutes of each committee meeting, briefly outlining the facts and the decision reached by the Committee in each case heard. Copies of all such minutes and decision shall be mailed to the Association and to the Departments of Corrections and Public Welfare. Such minutes will be approved at the next meeting of the Committee and will form the official record of the Committee action.

APPENDIX D

DRUG AND ALCOHOL TESTING PROGRAM

1. POLICY

- a. Employees of the Department of Corrections and Department of Public Welfare are required to participate in the Drug and Alcohol Testing Program, as outlined below.
- b. The following controlled substance and alcohol testing is required:
 - 1) Reasonable Suspicion
 - 2) Return-to-duty
 - 3) Follow-up
- c. The split sample collection method will be used for urine samples for purposes of testing for controlled substances. The breath alcohol testing method administered by a trained Breath Alcohol Technician (BAT) using an Evidential Breath Testing device (EBT) will be used for the alcohol testing.
- d. **Prohibitions for controlled substances.**

No employee shall:

- 1) Perform work when using or being under the influence of any controlled substance, except under instruction of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform the employee's job duties.
- 2) Perform work if the employee tests positive for controlled substances.
- 3) Refuse to submit to a controlled substance test.

- e. **Prohibitions for alcohol**

No employee shall:

- 1) Perform work while being under the influence of alcohol as defined by g. and h. below.
- 2) Perform work while possessing or using alcohol.
- 3) Refuse to submit to an alcohol test

- f. **No supervisor/manager shall:**

- 1) Permit an employee who refuses to submit to controlled substance and/or alcohol tests to perform or continue to perform job functions.
- 2) Permit an employee to perform or continue to perform work if the Employer has actual knowledge that an employee has tested positive for alcohol and/or controlled substances.

g. Consequences to employees who test 0.02% or greater but less than 0.04% for alcohol (CDL only)

- 1) Employees will not be permitted to perform work for at least 24 hours.
- 2) Employees shall be advised of the availability of the State Employees Assistance Program.
- 3) The employee shall be subject to unannounced follow-up alcohol testing. The number and frequency will consist of at least six tests in the first 12 months following the date of the employee's return to duty.
- 4) Employees who have a verified positive test result for alcohol during the 12 months following the date of the employee's return to duty shall be referred to SEAP and treated under h. below.
- 5) Employees who have a verified positive test result for alcohol during the initial hire, 12 month probationary period shall be terminated.

h. Consequences to employees who test positive for controlled substances or .04% or greater for alcohol or employees who test positive under the provisions of g. (4) above.

- 1) Employees shall not be permitted to perform work and shall be evaluated by a State Employees Assistance Program substance abuse professional who shall determine what assistance the employee needs in resolving problems associated with the use of controlled substances and/or alcohol.
- 2) If the employee is determined to require treatment, the substance abuse professional will evaluate the employee's participation in the program and determine whether or not the employee has followed the prescribed rehabilitation program.
- 3) A return to duty controlled substances and/or alcohol test will be required and the result must be a verified negative.
- 4) The employee shall be subject to unannounced follow-up controlled substance and/or alcohol testing. The number and frequency of such follow-up testing shall be directed by the SEAP substance abuse professional and will consist of

at least six tests in the first 12 months following the date of the employee's return to duty.

- 5) Employees who have a verified positive test result for controlled substances and/or alcohol during the 12 months following the date of the employee's return to duty shall be terminated.
 - 6) Employees who have a verified positive test result for controlled substances and/or alcohol during the initial hire, 12 month probationary period shall be terminated.
- i. All immediate supervisors of employees and all other supervisors who may be involved in making "reasonable suspicion" decisions as to whether or not an employee may be fit for duty based on observable behavior and should receive a drug and/or alcohol test are required to receive approximately 60 minutes of approved training on controlled substance use, alcohol misuse and reasonable suspicion determinations. This training will be provided by a contractor and will cover the physical, behavioral, speech and performance indicators of use of controlled substances and of probable alcohol misuse.
 - j. All employees will receive educational material which explains the requirements, policies and procedures of the drug and alcohol testing program. This information will contain prohibitions, consequences, and information on the effects and symptoms of drug and alcohol use. Employees are required to sign a certificate indicating they have received this information. If employees refuse to sign the form indicating they have received this information, they will be subject to appropriate discipline. If employees refuse to sign the forms necessary for them to be tested or refuse to be tested for controlled substances and/or alcohol, the employee will have been deemed to have tested positive and will be subject to the provisions of h. above.
 - k. All drug and alcohol testing required by this policy, except for return to duty testing, is considered to be conducted on duty time and thus employees are in compensable status for all time spent providing a urine or breath sample, including travel time to and from the collection site.
 - l. An employee removed from duty pending the outcome of a reasonable suspicion controlled substance test may use Combined Leave or Leave Without Pay. If the test result is negative, the employee will be made whole for any wages lost, or paid leave used.
 - m. If an employee is removed from duty and referred to treatment following a positive test for controlled substances and/or alcohol, he/she may use paid sick leave or sick leave without pay consistent with the provisions of the Collective Bargaining Agreement.

2. DEFINITIONS

- a. **Alcohol.** The intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or other low molecular weight alcohols, including methyl and isopropyl alcohol.

- b. **Alcohol use.** The consumption of any beverage, mixture, or preparation. For employees in the CDL program this definition also includes the consumption of any medication containing alcohol.
- c. **Breath Alcohol Technician (BAT).** An individual who instructs and assists individuals in the alcohol testing process and operates an Evidential Breath Testing (EBT) device.
- d. **Controlled Substances.** The controlled substances covered by this policy include cocaine, marijuana, opiates, phencyclidine (PCP), amphetamines, barbiturates, Benzodiapin and Quaaludes (Methaqualine).
- e. **Medical Review Officer (MRO).** A licensed physician (medical doctor or doctor of osteopathy) employed by the contractor responsible for receiving laboratory results generated by an Employers drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's confirmed positive test result together with the employee's medical history and any other biomedical information.
- f. **Evidential Breath Testing Device.** A device approved by the National Highway Traffic Safety Administration for the evidential testing of breath.
- g. **Reasonable suspicion.** A belief that the employee has violated the controlled substance and/or alcohol prohibitions, based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. Other indicators of reasonable suspicion include: (A) a positive reading from drug interdiction equipment; (B) A positive reaction from a K-9 dog to an employee's person and/or property; and (C) notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.
- h. **Refusal to submit to testing.** An employee who (a) refuses or fails to provide adequate urine for controlled substances testing without a valid medical explanation after the employee has received notice of the requirement for urine testing; or (b) refuses or fails to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing; (c) engages in conduct that clearly obstructs the testing process.
- i. **Positive Test: (Needs to be updated to be consistent with DHHS)**
 - 1) Screening test cut off levels:

*a)	Marijuana	50 ng/ml
*b)	Cocaine	300 ng/ml
*c)	Opiates	300 ng/ml

*d)	Phencyclidine	25 ng/ml
*e)	Amphetamines	1,000 ng/ml
**f)	Barbiturates	300 ng/ml
**g)	Benzodiazepine	300 ng/ml
**h)	Quaaludes (Methaqualine)	300 ng/ml

2) Confirmatory test cut off levels:

*a)	Marijuana	15 ng/ml
*b)	Cocaine	150 ng/ml
*c)	Opiates	300 ng/ml
*d)	Phencyclidine	25 ng/ml
*e)	Amphetamines	500 ng/ml
**f)	Barbiturates	200 ng/ml
**g)	Benzodiazepine	200 ng/ml
**h)	Quaaludes (Methaqualine)	200 ng/ml

* These cutoff levels are established consistent with the Mandatory Guidelines for Federal Drug Testing Programs and are subject to change by the Department of Health and Human Services (DHHS). When advances in technology or other considerations warrant identification of these substances in other concentrations and the Department of Health and Human Services (DHHS) changes the Mandatory Guidelines for Federal Drug Testing Programs, the Drug Testing thresholds enumerated above will be changed as of the same effective date.

** These cutoff levels are established with acceptable certified laboratory testing standards and are subject to change when advances in technology or other considerations warrant identification of these substances in other concentrations and the certified laboratory standards are changed.

j. The selected contractor must use a Department of Health and Human Services certified laboratory.

3. RESPONSIBILITIES.

a. Department of Corrections and Department of Public Welfare will establish overall policy and administer the program activities by coordinating with the Association to ensure all program activities are coordinated and appropriate communication occurs. Specific responsibilities include:

- 1) Developing information material to be given to all employees to explain the drug and alcohol testing requirements and applicable policies regarding drug and alcohol use and the consequences.
- 2) Coordinating with the State Civil Service Commission and the Bureau of State Employment to ensure that employment/recruitment material includes information on the drug and alcohol testing requirements, and that procedures

are established to deal with employees who fail the drug and/or alcohol tests.

- 3) Ensuring that orientation information for covered employees reflects the policies, procedures, testing requirements, and consequences mandated by this program.
 - 4) Ensuring that all appropriate agency management are aware of drug and alcohol policy and program requirements, and that all aspects of the program policies and procedures are coordinated and implemented within the agency.
 - 5) Ensuring that appropriate agency procedures have been established to ensure that drug and alcohol testing occurs as required for:
 - a) Reasonable suspicion
 - b) Return-to-duty
 - c) Follow-up
 - 6) In conjunction with the Office of Administration ensure that SEAP and the contractor share appropriate information and follow established policies and procedures.
- b.** Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that the drug and alcohol testing program is implemented, coordinated, and maintained in their respective institutions by:
- 1) Ensuring that all appropriate supervisors receive the MANDATORY training.
 - 2) Ensuring that appropriate records are maintained only by identified personnel and that strict confidentiality procedures are followed for the testing results.
 - 3) Ensuring that appropriate agency procedures are established for dealing with employees who test positive for drugs and/or alcohol.
- c.** Agency Personnel Officer is to assist Institution/Boot Camp/Corrections Community Center Coordinators in ensuring that all personnel program activities affected by the program requirements have been modified to meet these requirements which impact upon the recruitment, hiring, orientation, testing, training, transactions, discipline, labor relations and record keeping activities of the agency.
- d.** Selected Contractors are responsible for administering the drug and alcohol testing requirements, supervisory training, record keeping and reporting processes consistent with the signed contract and this policy.
- e.** The Department of Corrections and Department of Public Welfare are responsible for developing and/or obtaining educational/procedural materials relating to this

program and disseminating such materials to all affected employees.

- f. State Employees Assistance Program will coordinate the evaluation and referral of employees who have tested positive for controlled substances and/or alcohol with a substance abuse professional. SEAP will coordinate all aspects of evaluation, treatment and follow up and communicate appropriately with the employee, agency and contractor.

4. PROCEDURES

- a. Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that all supervisors who may be involved in a "reasonable suspicion" determination are identified and trained in accordance with these procedures.

- b. Reasonable Suspicion Testing for Observable Behavior.

- 1) An agency supervisor/manager, who has been trained in accordance with the regulations, must require an employee to submit to a controlled substance and/or alcohol test when the supervisor has reasonable suspicion to believe the employee has violated the controlled substance and/or alcohol prohibitions. Upon determining that reasonable suspicion due to observable behavior exists, the agency supervisor/manager should have another supervisor/manager who has been trained in accordance with the regulations, witness the observations.
- 2) The required observations for controlled substances and alcohol reasonable suspicion testing must be made by a supervisor or manager who is trained in accordance with the following requirements:
 - a) Supervisors/Managers designated to determine whether reasonable suspicion exists to require an employee to undergo controlled substance and/or alcohol testing must receive the Department of Corrections approved training on controlled substances, alcohol misuse and reasonable suspicion determinations.
 - b) The training provided by the contractor must cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.
- 3) A written record must be made of the observations leading to a controlled substances and/or alcohol test, and must be signed by the supervisor/manager who made the observations. A separate independently written statement must be signed by the supervisor/manager who witnesses the observations. These reports must be made within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.

- 4) Department of Corrections must transport the employee to and from the testing site. The employee must be removed from duty until verified test results are received. If the test results are negative, the employee will be returned to work with back pay or the return of paid leave taken.
 - 5) The employee is to be given a form which the employee must present to the testing facility prior to testing. This form will contain employee identification and notification information as well as the name of the agency contact person.
 - 6) The employee must provide the testing site with positive identification in the form of a photo I.D.
- c.** Reasonable Suspicion for a positive reaction to drug interdiction equipment or a positive reaction by a K-9 dog to an employee's person and/or property or notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.
- 1) If an employee has a positive reaction to Drug interdiction equipment in accordance with the Department of Corrections Drug Interdiction Procedures Manual, Policy Number 6.3.12, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.
 - 2) If a positive reaction to an employee's person and/or property by a K-9 detects the presence of contraband in accordance with the Department of Corrections, Drug Interdiction Procedures Manual 6.3.12, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.
 - 3) If the Department is notified that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.
- d.** Return to duty testing.
- 1) If SEAP has determined that the employee requires treatment, SEAP must certify to the agency that an employee identified as needing assistance in resolving problems associated with controlled substance use and/or alcohol misuse was evaluated by a substance abuse professional, the employee followed the rehabilitation program prescribed, and the employee has undergone a return to duty controlled substance test with a verified negative result.
 - 2) Before an employee can be returned to duty, the employee must undergo both alcohol and a controlled substance returned to duty test with negative results.

e. Follow-up testing.

The employee shall be subject to a minimum of six unannounced follow-up controlled substance and/or alcohol tests as directed by the substance abuse professional during the 12 month period following the employees return to duty.

f. Positive controlled substance test results.

- 1) Upon confirmation of a positive test result, the employee may request a secondary split sample be sent to a different certified laboratory to be analyzed.
- 2) If an employee has a verified positive test for controlled substances, the Medical Review Officer will inform the employee and the agency contact person, in writing. Prior to verifying a positive result, the MRO will make every reasonable effort to contact the employee confidentially and afford the employee the opportunity to discuss the test result. If after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO shall contact a designated management official who shall direct the employee to contact the MRO as soon as possible (within 24 hours).
- 3) As soon as the agency is notified of a verified positive test result, the agency contact person must ensure that the employee is removed immediately from the performance of work.

g. Maintenance of Records.

- 1) The Contractor will be responsible for maintaining all records resulting from the administration of drug and alcohol tests under this program. These records will be maintained as outlined in the contract with DOC and will be consistent with the federal requirements.
- 2) The MRO will notify the employee, in writing, of both positive and negative drug and/or alcohol test results, and the specific controlled substances for which the test was verified positive.
- 3) With the employee's written consent, the Contractor will provide any of the testing information to another Employer.
- 4) The Department of Corrections are to establish internal confidential procedures to ensure that testing notifications, test results, and any other data pertaining to the drug and alcohol testing of employee are maintained in a locked file and are released only to authorized personnel as determined by the agency Coordinator.

h. Training.

- 1) The Contractor will provide drug and alcohol training to supervisors.
- 2) The Contractor or Agency Personnel Office will notify Institution/Boot Camp contact persons where and when training will be conducted. This training is mandatory and it is the institution's responsibility to ensure that employees and supervisors receive this training. If an employee/supervisor is unable to participate in the scheduled training, the Institution/Boot Camp Coordinator should be notified and the Coordinator should make alternate arrangements through the employee to receive the training as soon as possible.
- 3) No supervisor should be involved in a reasonable suspicion determination unless the supervisor has received the required training.
- 4) Once the initial training is provided, new supervisors/managers of employees are to be provided the required training from the Contractor or Agency Personnel Office within 60 days of becoming a supervisor/manager of these employees. Agency Coordinators shall contact the Contractor within 10 days of the employee becoming a supervisor and provide the names and locations of the supervisors/managers in need of training.
- 5) New employees will be provided educational material during their orientation regarding the policies and requirements of the drug and alcohol testing program. Prior to any testing, the employee will be provided with additional information. The employee will be required to sign receipt of any information and forms that are provided.

Employees in this bargaining unit who are randomly tested for controlled substances and/or alcohol under the CDL policy and who test positive will be treated under the provisions of this policy.

Employees in this bargaining unit who are tested for controlled substances and/or alcohol due to the employee's assignment to the Drug Interdiction Team and who test positive will be treated under the provisions of this policy.