

MEMORANDUM

BETWEEN

COMMONWEALTH OF PENNSYLVANIA
FISH AND BOAT COMMISSION

AND

FRATERNAL ORDER OF POLICE
ASSISTANT REGIONAL SUPERVISORS
LODGE 114, FISH AND BOAT COMMISSION

Effective: July 1, 2020 to June 30, 2021

TABLE OF CONTENTS

	Page
PREAMBLE	3
RECOMMENDATION 1, RECOGNITION	3
RECOMMENDATION 2, MANAGEMENT RIGHTS	3
RECOMMENDATION 3, UNION SECURITY	4
RECOMMENDATION 4, DUES DEDUCTION	4
RECOMMENDATION 5, CREDIT UNION	5
RECOMMENDATION 6, HOURS OF WORK	5
RECOMMENDATION 7, MEAL PERIODS	6
RECOMMENDATION 8, HOLIDAYS	7
RECOMMENDATION 9, LEAVE DONATION PROGRAM	8
RECOMMENDATION 10, LEAVES OF ABSENCE	11
RECOMMENDATION 11, VACATIONS	12
RECOMMENDATION 12, SICK LEAVE & BEREAVEMENT LEAVE	15
RECOMMENDATION 13, CIVIL LEAVE	18
RECOMMENDATION 14, MILITARY LEAVE	19
RECOMMENDATION 15, LEAVES OF ABSENCE WITHOUT PAY	22
RECOMMENDATION 16, FAMILY MEDICAL LEAVE ACT (FMLA) LEAVE	23
RECOMMENDATION 17, SALARIES & WAGES	28
RECOMMENDATION 18, OVERTIME	29
RECOMMENDATION 19, STANDBY TIME	30
RECOMMENDATION 20, LIFE INSURANCE	31
RECOMMENDATION 21, WORK-RELATED INJURIES	31
RECOMMENDATION 22, HEALTH BENEFITS	34
RECOMMENDATION 23, CLASSIFICATION	42
RECOMMENDATION 24, DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE	44
RECOMMENDATION 25, SENIORITY	45
RECOMMENDATION 26, UNIFORMS, CLOTHING & EQUIPMENT	48
RECOMMENDATION 27, DISCRIMINATION/EMPLOYEE TREATMENT	49
RECOMMENDATION 28, UNION BUSINESS	50
RECOMMENDATION 29, PEACE & STABILITY	50
RECOMMENDATION 30, MISCELLANEOUS PROVISIONS	50
RECOMMENDATION 31, EQUAL EMPLOYMENT OPPORTUNITY	53
RECOMMENDATION 32, GRIEVANCES & ARBITRATION/ ACCELERATED GRIEVANCE PROCEDURE	53
RECOMMENDATION 33, SAFETY & HEALTH	57
RECOMMENDATION 34, SUCCESSORS	58
RECOMMENDATION 35, POLITICAL ACTION COMMITTEE DEDUCTIONS	59
RECOMMENDATION 36, PRESERVATION OF SUPERVISORY UNIT WORK	59
RECOMMENDATION 37, OUTSIDE EMPLOYMENT	61
RECOMMENDATION 38, ALTERNATIVE UNIT	61
RECOMMENDATION 39, INSTRUCTOR PAY	61
RECOMMENDATION 40, TERMINATION	63

APPENDIX A - PAY SCHEDULE, JULY 2020	64
APPENDIX B - RULES OF THE ACCELERATED GRIEVANCE PROCEDURE	65
APPENDIX C - SIDE LETTER – ALTERNATIVE DISCIPLINE PROGRAM	69
APPENDIX D - HEART AND LUNG ACT BENEFITS PROCEDURE	71

PREAMBLE

The Public Employe Relations Act, in Section 704, requires public employers “to meet and discuss with first level supervisors as their representatives, on matters deemed to be bargainable for other public employees.” This requirement is defined in the Act as the obligation of a public Employer upon request to meet at reasonable times and discuss recommendations submitted by representatives of public employees. In fulfillment of this obligation, the Commonwealth of Pennsylvania has met with the Fraternal Order of Police, Lodge 114, the representatives of first level supervisors (Assistant Regional Supervisors) as specified in Recommendation 1, Recognition, and discussed in good faith recommendations submitted by such representative. As a result of meet and discuss sessions, the Commonwealth accepts the following recommendations.

RECOMMENDATION 1 RECOGNITION

Section 1. Lodge 114 of the Fraternal Order of Police is recognized as the exclusive representative for meet and discuss purposes for persons within the classifications included under the certifications of the Pennsylvania Labor Relations Board: Assistant Regional Supervisors.

Section 2. The term Supervisor when used in this Memorandum is defined as those persons in the classifications covered by the certifications referred to in Section 1 of this Recommendation.

RECOMMENDATION 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 Memorandum.

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 Recommendation 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.

RECOMMENDATION 3
UNION SECURITY

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

a. The Supervisor shall send a certified letter, return receipt requested, of resignation to the Secretary of Lodge 114 of the Fraternal Order of Police and a copy of the letter to the employer. 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 Memorandum and shall state that the Supervisor is resigning membership in the Union and where applicable is revoking check-off authorization.

Section 2. The Employer shall furnish each new Supervisor with a copy of this Memorandum together with an authorization for dues payroll deduction, provided the Union has furnished the Employer with sufficient copies of the Memorandum containing the authorization for dues deduction.

RECOMMENDATION 4
DUES DEDUCTION

Section 1. The Employer shall deduct the Union biweekly membership dues and an annual assessment, if any, from the pay of those Supervisors 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 Union, and the Employer shall deduct Union dues at this rate from members' regular biweekly salary and wages (including retroactive salary/wage payments and lump sum payments made pursuant to Recommendation 17, Salaries and Wages). The aggregate deductions of all Supervisors shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. This authorization shall be irrevocable by the Supervisor during the term of this Memorandum. When revoked by the Supervisor in accordance with Recommendation 3, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Memorandum.

Section 2. The Supervisor's written authorization for dues payroll deductions shall contain the Supervisor's name, social security number, work location (district, region, etc.), and Union name.

Section 3. Where a Supervisor has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Employer shall, in the manner outlined in Sections 1 and 2 above, deduct the Union membership dues that are due and owing for the period for which the Supervisor receives back pay.

Section 4. The dues deduction provisions of this Recommendation shall continue to pertain and be complied with by the Employer with regard to those Supervisors who are promoted from or demoted into a rank-file-unit represented by the Union or when any Supervisor is transferred from one position to another position covered by this Memorandum. Dues deductions will be resumed for Supervisors upon their return from leave of absence without pay or recall from furlough.

Section 5. The Employer shall provide the Union, on a quarterly basis, a list of all Supervisors in the meet and discuss unit represented by the Union. This list shall contain the Supervisor's name, social security number, address, class code, work location (district, region, etc.) and whether the Supervisor is a member or non-member.

Section 6. The Union 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 Recommendation.

RECOMMENDATION 5 CREDIT UNION

Section 1. The Employer agrees to make payroll deductions available to Supervisors who wish to participate in the Pennsylvania State Employees Credit Union, as designated by the Union, or 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 Supervisors 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 Supervisor and an official of the credit union.

Section 4. The Union 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 Recommendation.

RECOMMENDATION 6 HOURS OF WORK

Section 1. The work week shall consist of any five (5) days within a consecutive seven (7) calendar day period that begins at midnight on Friday and ends at midnight the following Friday. Subject to operational requirements the Employer or the Supervisor with the Employer's approval may schedule a four (4) day work week consisting of ten (10) hour days.

Section 2. The work day shall consist of the calendar day.

Section 3. It is recognized that based upon work requirements, Supervisors may be required to work more than forty (40) hours in the work week and be compensated for same as outlined in Recommendation 18 of this Memorandum.

Section 4. The regular hours of work shall be consecutive unless split at the request of the Supervisor and approved by the Employer.

Section 5. A Supervisor who is assigned or required to work on a pre-scheduled day off shall receive as much notice as practicable.

Section 6. When assigned to work in the Region Office the Supervisor's hours of work begin and end at the arrival and departure from the worksite. When assigned to work in the field the Supervisor's hours of work begin and end at departure from and return to residence.

Section 7. During the period of January through March and September through December Supervisors will not normally have weekend work assigned. During the period of April through August the Supervisor will work two (2) weekend days per month. Additionally, Supervisors will be required to work on the opening day of trout season and at least one of the major summer holidays (Memorial Day, July 4th or Labor Day).

RECOMMENDATION 7 MEAL PERIODS

Section 1. It is understood that meal periods do not apply to this unit, except as outlined in these sections.

Section 2. When a meal is provided by the Employer, all Supervisors will, at the request of the Employer, document a one hour break, unless, a lesser period is requested by the Employer. This section also applies to out-service training, where a Supervisor is in attendance and provided a meal period during the training session. Supervisors will extend their shift to work their scheduled hours by the same duration as the meal break, unless the Supervisor makes other arrangements with the Employer. The Employer will attempt to provide advance notice to the Supervisors that a meal will be provided so as to allow the Supervisor the opportunity to prepare for a longer work period. This section is not to be interpreted to mean Supervisors are not entitled reasonable time for refreshments.

Section 3. In the event a Supervisor elects to utilize a meal period, where the Supervisor is not readily available for duty or interacting with the public, the Employer preauthorizes the Supervisor up to one hour to adjust that day's schedule, either start or stop time, by the length of the meal period. This meal period cannot adversely affect the operational efficiency of the Employer.

Section 4. It is understood that time scheduled by the Employer for a meal period does not constitute a split shift.

RECOMMENDATION 8
HOLIDAYS

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

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

The holiday shall be deemed to fall on the day on which the holiday occurs.

Section 2. If a holiday is observed while a permanent full-time Supervisor is on sick, annual, or other paid leave status, the Supervisor will receive holiday pay and the day will not be charged against sick, annual, or other paid leave credits. If a Supervisor is required to work on any of the holidays listed in Recommendation 8, Section 1, except the day after Thanksgiving, Martin Luther King Jr.'s Birthday, and Veterans' Day, the Supervisor shall be compensated at one and one-half times the Supervisor's regular hourly rate of pay for all hours worked on said holiday. For work performed on the day after Thanksgiving, Martin Luther King Jr.'s Birthday, and Veterans' Day, the Supervisor shall be compensated at the Supervisor's regular hourly rate of pay for all hours worked on said holidays. (Prior to July 1, 2013, Martin Luther King Jr.'s Birthday and Veterans' Day will be compensated at one and one-half times the Supervisor's regular hourly rate of pay for all hours worked on said holidays.) The Supervisor shall receive paid time off for all hours worked on a holiday up to a full shift as defined in Hours of Work, Recommendation 6. 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 Supervisor, 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 Supervisor's request, or at some other time prior to the completion of the 120 calendar day period succeeding the holiday, the Supervisor shall be compensated at the Supervisor's regular rate of pay in lieu of such paid time off.

Section 3. A permanent Supervisor 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 Supervisor has accumulated up to time of separation.

Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All Supervisors who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Compensatory Leave, Holiday

Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the Supervisor's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the Supervisor in cash. Amounts in excess of the maximum allowable amount will be paid to the Supervisor in cash.

Section 4. Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all permanent Supervisors 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 Supervisor'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 Supervisors their regular hourly rate of pay in lieu of such equivalent time off with pay.

Section 5. In no event shall a Supervisor be entitled to duplicate holiday payment. Time worked on holidays during a Supervisor's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 1 of Recommendation 18 of this Memorandum.

Section 6. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Memorandum for the same hours worked.

RECOMMENDATION 9 LEAVE DONATION PROGRAM

Section 1. Permanent employees may donate annual 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 or severe injury or illness or for the catastrophic or severe 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 accrued or anticipated sick leave available, subject to the limitations in Recommendation 12, Section 6.

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, step-child, foster 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. A severe illness or injury must also be documented on a Medical Condition Certification to Receive Leave Donations Form.

e. The absence due to the catastrophic or severe 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 or severe illness or injury. Annual, personal, 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 or severe 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.

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

- (1) For an employee's own catastrophic or severe injury or illness, all accrued annual, sick, personal, holiday, and compensatory leave and all anticipated annual and sick leave for the current leave calendar year must be used.
- (2) For the catastrophic or severe injury or illness of a family member, all accrued annual, personal, holiday, and compensatory leave and all anticipated annual leave for the current leave calendar year must be used. All five days of sick family leave and any additional sick family leave for which the employee is eligible must be used.

g. 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 or severe illness or injury.

h. The recipient's entitlement to leave under the Family and Medical Leave Act will be reduced, where applicable, 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.

i. 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 or severe illness or injury.

j. 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.

k. 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 annual 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 annual 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 (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 annual leave balance after donation cannot be less than the equivalent of five workdays of leave (40.0 hours).

c. The donation is affected by the completion and submission of a Request to Donate Leave to the agency Human Resource Office. Leave is deducted from the donor's annual 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 accrued or anticipated sick leave available, may use donated leave as bereavement leave, subject to the limitations in Recommendation 12, Section 6.

Section 4. The provisions of this Recommendation are not grievable under Recommendation 32 of this Memorandum.

Section 5. Notwithstanding the requirement in Sections 1 and 3 of this Recommendation that annual 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.

RECOMMENDATION 10
LEAVES OF ABSENCE

Section 1. All time that a Supervisor is absent from work shall be appropriately charged.

Section 2. Where a state civil service examination is not given during a Supervisor's non-working time, a permanent full-time Supervisor shall be granted administrative leave with pay to take such examination which is scheduled during the Supervisor's regular work hours subject to management's responsibility to maintain efficient operations. Supervisors shall only be entitled to leave for this purpose on one occasion during each one-half calendar year. Such leave shall not exceed the Supervisor's normal work shift or the time necessary to travel to and from the examination and to take the examination, whichever is lesser. Supervisors shall not be eligible for travel expenses under this Section.

Section 3. All requests for leave must be submitted in writing to the Supervisor's immediate supervisor and shall be answered in writing. 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 within the discretion of the Employer.

Except as provided in Recommendation 11, Section 3, requests for any type of leave to which a Supervisor is entitled under this Memorandum and which are not to exceed 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 Supervisors who attend training seminars conducted by the Union to the same general extent that this has been granted in prior years.

Section 5. Supervisors shall be granted up to four (4) hours of administrative leave per calendar year to donate blood.

Section 6. For the purpose of this Recommendation, the calendar year shall be defined as beginning with the Supervisor's first full pay period commencing on or after January 1 and continuing through the end of the Supervisor's pay period that includes December 31.

RECOMMENDATION 11
VACATIONS

Section 1. a. Supervisors shall be eligible for annual leave after 30 calendar days of service with the Employer in accordance with the following schedule:

**Leave Service Credit
(Includes all periods of
Commonwealth Service)**

**Maximum Annual Leave
Entitlement Per Year**

Up to 3 Years:

Annual Leave will be
Earned at the rate of
4.24% of all Regular
Hours Paid

40 Hr. Workweek: 88 Hrs. (11 days)

Over 3 Years to 15 Years Inclusive:

Annual Leave will be
Earned at the rate of
7.32% of all Regular
Hours Paid

40 Hr. Workweek: 152 Hrs. (19 days)

Over 15 Years:

Annual Leave will be
Earned at the rate of
9.24% of all Regular
Hours Paid

40 Hr. Workweek: 192 Hrs. (24 days)

b. Supervisors hired before July 1, 2013 with over 25 years of Commonwealth service are eligible to earn annual leave in accordance with the following schedule:

Over 25 Years:

Annual Leave will be
Earned at the rate of
11.55% of all Regular
Hours Paid

40 Hr. Workweek: 240 Hrs. (30 days)

c. Regular Hours Paid as used in this Recommendation include all hours paid except overtime, standby time, and full-time out-service training.

d. Supervisors 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. Vacation pay shall be the Supervisor's regular straight time rate of pay in effect for the Supervisor's regular classification.

Section 3. a. Vacations shall be scheduled and granted for periods of time requested by the Supervisor subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of Supervisors on vacation at the same time, the Supervisor with the greatest seniority shall be given a choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection period shall be September 1-30 for vacations from January 1 to June 30 of the following year and March 1-31 for vacations from July 1 to December 31, unless there are existing or subsequent understandings on the selection period at appropriate local levels. Requests for leave submitted during the selection period shall be answered within 20 calendar days after the end of the selection period.

b. Requests for up to four days per year of emergency annual leave shall not be unreasonably denied with the understanding that a supervisor may be required to substantiate the emergency nature of the request and that further, it may be necessary, in order to accommodate the emergency, to reschedule requests of other supervisors for holiday, compensatory and/or annual leave not scheduled during the selection period.

c. A supervisor's request for an annual leave day on the supervisor's birthday received in writing at least 45 calendar days prior to the supervisor's birthday shall be approved. A supervisor shall be allowed to anticipate the earning requirement in Section 1 above, for an annual leave day used on the supervisor's birthday. If a supervisor's birthday falls on a day other than a regularly scheduled work day, the supervisor will be permitted to schedule an annual leave day in accordance with this Section either the work day immediately before or after the birthday.

Section 4. Supervisors who work other than a regular Monday through Friday workweek and who request and are granted a vacation covering at least five (5) consecutive work days which immediately precedes or follows their regularly scheduled days off shall not have their regularly scheduled days off changed and for any requirement to work the regularly scheduled days off the Supervisor shall be paid two and one-half times the Supervisor's regular hourly rate of pay.

Section 5. If a holiday occurs during the work week in which vacation is taken by a Supervisor, the holiday shall not be charged to annual leave.

Section 6. Supervisors who become ill during their vacation will not be charged annual leave for the period of illness provided satisfactory proof of such illness is furnished to the Employer upon return to work.

Section 7. Supervisors separated from the service of the Employer for any reason prior to taking their vacation, shall be compensated in a lump sum for the unused vacation they have accumulated up to the time of separation.

Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All Supervisors who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the

Supervisor's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the Supervisor in cash. Amounts in excess of the maximum allowable amount will be paid to the Supervisor in cash.

Section 8. Unused annual 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 (360 hours). However, Supervisors will be permitted to carry over annual 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 Recommendation 12 (Sick & Bereavement Leave), Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 9. If a Supervisor is required to return to work after commencement of a prescheduled vacation, the Supervisor shall be compensated at one and one-half times the Supervisor's regular hourly rate of pay for all hours required to work on the prescheduled vacation day or days. The Supervisor shall be permitted to reschedule such vacation day or days in accordance with Section 3.

Section 10. It is understood that this Section does not apply to furloughed Supervisors who, during their recall period, return to the Employer's payroll in a temporary capacity.

Section 11. Supervisors on leave without pay to attend official union conventions or conferences in accordance with Recommendation 15 (Leaves of Absences Without Pay), Section 3 shall have that time included in regular hours paid for purposes of earning annual leave entitlement and credited service under Section 1 above.

Section 12. Permanent Supervisors who have one or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the Supervisor has been abusing the leave privilege. Permanent Supervisors with less than one year of service since their last date of hire may not anticipate annual leave. Permanent supervisors with less than one year of service, may at the Employer's discretion, anticipate up to one day (8.0 hours) of annual leave before it is earned. A Supervisor who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for leave used but not earned.

Section 13. A Supervisor 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 annual leave unless the Supervisor requests in writing before the end of the 14 calendar days to freeze all earned, unused annual leave.

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

Section 14. For the purpose of this Recommendation, the calendar year shall be defined as beginning with the Supervisor's first full pay period commencing on or after January 1 and continuing through the end of the Supervisor's pay period that includes December 31.

RECOMMENDATION 12 SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. Supervisors shall be eligible to use paid sick leave after 30 calendar days of service with the Employer. Supervisors shall earn sick leave as of their date of hire in accordance with the following schedule:

Maximum Sick Leave Entitlement Per Year:

Sick Leave will be earned at the rate of 4.24% of all Regular Hours Paid	40 Hr. Workweek: 88 Hrs. (11 days)
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Regular Hours Paid as used in this Recommendation include all hours paid except overtime, standby time, and full-time out-service training.

Section 2. Supervisors may accumulate sick leave up to a maximum of 300 days (2400 hours).

Section 3. A doctor's certificate is required for an absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where the Employer has reason to believe that the Supervisor has been abusing the sick leave privilege. The total circumstances of a Supervisor's use of sick leave rather than a numerical formula shall be the basis upon which the Employer's final determination is made that the Supervisor is abusing sick leave. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

Section 4. Where sickness in the immediate family requires the Supervisor's absence from work, Supervisors may use not more than five days of such sick leave entitlement in each calendar year for that purpose. Immediate family for the purposes of this Section is defined as the following persons: husband, wife, child, step-child, foster child, parent, brother or sister of the Supervisor. The Employer may require proof of such family sickness in accordance with Section 3 above.

Section 5. Where a family member's serious health condition requires the Supervisor's absence from work beyond 20 days (160 hours as applicable) in a calendar year, permanent Supervisors with at least one year of service may use accrued sick leave, in addition to that provided by Section 4 above.

a. Supervisors who meet the eligibility criteria in b. through e. below may use accrued sick leave in accordance with the following schedule:

Leave Service Credit	Sick Family Allowance
Over 1 year to 3 years	Up to 56 additional hours (7 days)
Over 3 years to 15 years	Up to 120 additional hours (15 days)
Over 15 years to 25 years	Up to 160 additional hours (20 days)
Over 25 years	Up to 208 additional hours (26 days)

b. During the initial 20 days (160 hours) of absence, paid annual leave and/or unpaid leave shall be used and may include leave provided under Section 4 above. The additional sick family leave allowance must be used prospectively, and may not be retroactively charged for any of the initial 20 days (160 hours). A separate 20 day (160 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 20 days (160 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 20 day (160 hour) period and subsequent additional sick family leave period.

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

Section 6. Supervisors may use up to five days of sick leave for the death of a spouse, parent, step-parent, child, or step-child and up to three days of such 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, foster child, step-sister, step-brother, or any relative residing in the Supervisor’s household.

Section 7. a. Supervisors who retire shall be paid for their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in Subsection b.

Days Available at Retirement	Percentage Buy-Out	Maximum Days
0 - 100	30%	30
101 - 200	40%	80
201 - 300	50%	150
over 300 (in last year of employment)	100% of days over 300	11

- 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) After 7 years of service, death prior to retirement or separation of service except as provided in Section 8.
- 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.
- e. Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All Supervisors who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the Supervisor's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the Supervisor in cash. Amounts in excess of the maximum allowable amount will be paid to the Supervisor in cash.

Section 8. When a Supervisor dies as the result of a work-related accident, the Commonwealth will pay 100% of the Supervisor's unused sick leave unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case the Commonwealth will pay 30% of the Supervisor's unused sick leave to 90 days. Such payments shall not be made for part days of accumulated sick leave.

Section 9. It is understood that this Section does not apply to furloughed Supervisors who, during their recall period, return to the Employer's payroll in a temporary capacity.

Section 10. Supervisors on leave without pay to attend official union conventions or conferences in accordance with Recommendation 15, Section 3 shall have that time included in regular hours paid, for the purpose of earning sick leave entitlement in accordance with Section 1 above.

Section 11. a. Supervisors who have more than one year of service since their most recent date of hire and who use no sick leave during the first half (first thirteen (13) pay periods) of the leave calendar year shall earn one-half day (4.0 hours) of annual leave in addition to those earned under Recommendation 11, Sections 1.c. and 1.d. Supervisors who have more than one year of service since their most recent date of hire and use no sick leave during the second half (last thirteen (13) or fourteen (14) pay periods, depending on the number of pay periods in the leave calendar year) of a leave calendar year shall earn one-half day (4.0 hours) of annual leave in addition to those earned under Recommendation 11, Sections 1.c. and 1.d. Leave earned will be

available for use in the pay period following the pay period in which it was earned.

b. Sick bereavement leave used will not be counted; however, all other types of paid sick leave; unpaid sick leave used under Recommendation 15, Sections 1.c. and 1.d; and paid and unpaid leave used for work-related injuries shall count as sick leave for this section.

Section 12. Supervisors who have one or more years of service since their last date of hire may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the Supervisor has been abusing the leave privilege. Supervisors with less than one year of service since their last date of hire may not anticipate sick leave.

A Supervisor may elect to use annual or personal leave prior to anticipating sick leave.

Section 13. For the purpose of this Recommendation, the calendar year shall be defined as beginning with the Supervisor's first full pay period commencing on or after January 1 and continuing through the end of the Supervisor's pay period that includes December 31.

RECOMMENDATION 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 Supervisors:

- 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.

Civil leave shall be granted for the period of time (including reasonable travel time) when the Supervisor's regularly scheduled work is in conflict with the required court attendance time. A Supervisor shall be eligible to receive a maximum of one day's pay at their regular straight time rate (One full shift) for each day of required court attendance.

If a Supervisor works a second or third shift and their hours of work are not in conflict with the required court attendance time, the Supervisor shall be granted civil leave equal to the required court attendance time plus reasonable travel time up to a full shift for each day of the required court attendance during either 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 Supervisor's immediate supervisor as far in advance as possible.

Section 2. Permanent Supervisors 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

Worker's Compensation Appeal Board.

Permanent Supervisors 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 Supervisor's immediate supervisor as far in advance as practicable.

Section 3. The term court as used in this Recommendation 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 Supervisors, while performing firefighting duties, emergency medical technician duties, civil air patrol activities 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, emergency medical technician activities, civil air patrol activities, emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the agency head. Supervisors absent from work for reasons under Subsection a. of this Section 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.

RECOMMENDATION 14 MILITARY LEAVE

Supervisors 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 duty 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. of this Section, 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 Supervisor's regular rate of compensation for the Supervisor'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 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. of this Section, 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 Supervisor's regular rate of compensation for the Supervisor'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 shall 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. Supervisors who are on military leave without pay shall have their duties performed either by remaining Supervisors 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. Supervisors who volunteer for additional duty not required as part of routine reserve training shall provide four weeks' notice 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 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 Supervisor'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 a Supervisor's control, the above periods may be extended upon demonstration of such circumstance.

Section 5. Re-employment

Supervisors 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 Supervisor is capable of performing the essential functions of the position.
- b. For periods of service delineated in Section 4.c. (1) and (4), written application for re-employment is provided to the agency heads.

Section 6. Seniority Rights

A Supervisor 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

Supervisors who are granted military leaves may, under conditions provided in the Military Code (51 Pa. C.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

Supervisors 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 the Recommendation (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

Supervisors 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 Supervisor certified in writing that more than one day is required to complete the examination.

Section 10. For the purpose of this Recommendation, the calendar year shall be defined as beginning with the Supervisor's first full pay period commencing on or after January 1 and continuing through the end of the Supervisor's pay period that includes December 31.

RECOMMENDATION 15
LEAVES OF ABSENCE WITHOUT PAY

Section 1. Supervisors 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. Supervisors who are elected or appointed as Union officials or representatives shall be granted, at the written request of the Supervisor, leaves without pay for the maximum term of office, not to exceed three years. Such leaves may be renewed or extended by written mutual consent of the Union and the Employer.

Section 3. Union 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 union conventions or conferences. Supervisors may use accrued annual or personal leave for this purpose in lieu of leave without pay.

The following shall be recognized as official union conventions or conferences:

1. State FOP Bi-annual Conference;
2. National FOP Conferences;
3. FOP Lodge 114 Executive Board Meetings;
4. North American Wildlife Officers' Association Conference;
5. State FOP Lodge Secretary and Treasurer Training;
6. State FOP Lodge Training Seminars; and
7. State FOP Lodge Contract and Arbitration Training.

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

Section 4. After completing one year of service, a Supervisor 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. Upon the expiration of any approved leave of absence without pay, except as provided in Recommendation 16, Section 3 and in Recommendation 21, Section 6, the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Recommendation 25, Seniority.

RECOMMENDATION 16 FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

Section 1. General

a. After completing one year of service, a Supervisor shall be granted up to 12 weeks of FMLA leave with benefits, on a rolling twelve month year basis, provided the Supervisor 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, reduced-time, or full-time basis. A permanent part-time Supervisor shall be granted the 12 week entitlement provided by this Subsection if the Supervisor has at least 900 hours of actual work time within the twelve months preceding the commencement of the leave; the entitlement will be pro-rated based on the Supervisor's percentage of full-time regular hours worked.

b. FMLA leave shall be granted for the following reasons:

- (1) when the illness or disability is due to a Supervisor's serious health condition;
- (2) when attending to the medical needs of a spouse, domestic partner, parent, son or daughter or other person qualifying as a dependent who has a serious health condition;

- (3) when becoming parents through childbirth or formal adoption or placement of a child with an employee for foster care;
- (4) when a qualifying exigency event related to a family member who is a military servicemember occurs; or,
- (5) when a Supervisor attends to the serious injury or illness of a covered servicemember or veteran who is a family member.

If the leave is for a military caregiver under (5) above, 26 weeks of leave within a single 12 month period is provided and other FMLA leave used does not reduce this entitlement. For FMLA leave due to reasons (1), (2), (3), or (4) above, one aggregate 12 week entitlement is provided.

c. Upon request of a permanent Supervisor, an extension of up to an additional nine months of leave without pay shall be granted for the following reasons:

- (1) supervisor sickness upon receipt of proof of continuing illness or disability;
- (2) family care reasons upon receipt of proof of continuing illness or disability of the family member and need to care for the family member;
- (3) parental reasons.

The extension shall be with benefits for the first 13 weeks (91 calendar days) and shall be without benefits for the remainder of the extension. Such extensions shall be contiguous to the termination of the 12 week entitlement. It shall not be used on an intermittent or reduced-time basis, except as provided under Section 1.f.

d. Upon request, up to 13 weeks (91 calendar days) of leave without pay with benefits may be granted to a permanent Supervisor with less than one year of employment, provided the absence is at least two consecutive weeks in duration; however, only one occasion within a twelve month rolling year may be approved.

e. This Recommendation shall not apply to a compensable work-related injury. For non-compensable workers' compensation claims, Subsection 1.a. of this Recommendation applies. When the Supervisor does not meet eligibility requirements for leave under Subsection 1.a. of this Recommendation, up to 13 weeks (91 calendar days) of leave without pay with benefits may be granted.

f. Intermittent or reduced-time FMLA leave may be approved for absences after the 12 week entitlement when due to a catastrophic illness or injury of a permanent Supervisor that poses a direct threat to life or to the vital function of major bodily systems or organs, and would cause the officer to take leave without pay or terminate employment. All accrued and anticipated leave must be used before granting leave without pay under this Subsection. Such leave without pay used will run concurrently with and reduce the entitlement.

Section 2. Granting Leave

a. A Supervisor shall submit written notification to their immediate supervisor stating the anticipated duration of the leave at least two weeks in advance if circumstances permit, in accordance with the following:

(1) For a Supervisor with a serious health condition, proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return is required.

(2) For a Supervisor caring for family members, documentation supporting the need for care is required.

(3) For a Supervisor who becomes a parent, documentation is required and FMLA leave shall begin whenever the Supervisor requests 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, and no FMLA 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 a Supervisor be required to commence FMLA leave sooner than he/she requests, unless the employee can no longer satisfactorily perform the duties of their position.

Section 3. Re-employment

a. A permanent Supervisor shall have the right to return to the same position in the same classification, or to an equivalent position with regard to pay and skill, as the position he/she held before going on leave as described in Section 1.a. and the first 14 weeks of leave as described under Section 1.c.

b. Upon the expiration of the re-employment rights under Subsection a. or Subsection c., and upon written request to return to work, a permanent Supervisor 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 Supervisor shall be offered, during the remainder of the extension 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 Supervisor refuses an offer of a position in the same classification, the Supervisor's rights under this Section shall terminate. If the Supervisor accepts a position in a lower classification or a position previously held, the Supervisor will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the entitlement in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

In those instances in which a seniority unit includes several work sites, it is understood that an Supervisor's right to reemployment as set forth in this section will be to a position at the work site in which the Supervisor was assigned to work prior to the FMLA leave for absences under Section 1.a., provided that a position in the Supervisor's classification continues to exist at the work site and further provided that the officer is not subject to a transfer or furlough as provided for in Recommendation 25.

c. Supervisors who use 26 weeks or more of paid leave (12 weeks of leave under Section 1.a. and the first 14 weeks of leave under Section 1.c.) and who return to work before or upon the exhaustion of the paid leave will have the same return rights as described in Subsection a. Return rights after paid leave is exhausted, if the absence is more than 26 weeks (12 weeks of leave under Section 1.a. and the first 14 weeks of leave under Section 1.c.) are in accordance with Subsection b.

Section 4. Seniority Rights

Upon return from FMLA leave, a permanent Supervisor shall retain all seniority and pension rights that had accrued up to the time of leave. Seniority shall continue to accrue during FMLA leave under Section 1.a., and during the extension period under Section 1.c.

Section 5. Annual, Sick, Compensatory and Holiday Leave

a. A Supervisor using FMLA leave for military exigencies or military caregiving, must use all applicable, accrued paid leave types upon commencement of FMLA leave. For all other FMLA leave, a Supervisor shall be required to use all applicable accrued paid sick leave (sick family or additional sick family for family care reasons) as certified by a health care provider upon commencement of FMLA leave, except as provided in Subsection b. below. A Supervisor shall not be required to use annual, compensatory or holiday leave upon the commencement of FMLA leave, except as provided for in Subsection 1.f. of this Recommendation. If any paid leave is used, it will run concurrently with and reduce the entitlements under Sections 1.a. and 1.c. of this Recommendation. Unused leave shall be carried over until return. A Supervisor shall not earn annual and sick leave while on leave without pay. Holidays will be earned based on Recommendation 8, Holidays.

b. A Supervisor may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used during the 12 week entitlement as certified by a physician; such sick leave used will run concurrently with and reduce the entitlement. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 week entitlement will be reviewed for approval under the provisions of Recommendation 12; such use will not be counted against the FMLA entitlement.

c. A Supervisor who has accrued more than 12 weeks of paid leave is not limited to 12 weeks of FMLA leave. Leave in excess of 12 weeks will run concurrently with and reduce the entitlement under Section 1.c. of this Recommendation.

Section 6. Benefits

a. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendation 20 and 22 will continue during FMLA leave under Section 1.a. and for the benefit-eligible period of leave under Section 1.c. of this Article.

b. The continuation of benefits under this Recommendation is subject to the Supervisor's payment of any required employee contribution under Recommendation 22, Section 3.

Section 7. Definitions

a. For the purpose of this Recommendation, parent shall be defined as the biological, adoptive, step or foster parent of the employee or an individual who stood in loco parentis to a Supervisor when the Supervisor was a son or daughter.

b. For the purpose of this Recommendation, son or daughter shall be defined as a biological, adopted, or foster child, a step-child, a legal ward, a child of a person standing in loco parentis, or a biological or adopted child of the Supervisor's domestic partner who is:

- (1) under 18 years of age; or
- (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.

c. For the purpose of this Recommendation, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

Section 8. Guidelines

a. Guidelines established by the Secretary of Administration regarding FMLA leave are published through the Directives Management System (Reference Management Directive 530.30).

b. It is understood by both parties that the provisions of this Recommendation are consistent with the Pennsylvania Human Relations Act, 43 P.S. Sections 951, et seq., and the Family and Medical Leave Act of 1993, 29 U.S.C. Sections 2601, et seq.

c. Should the Patient Protection and Affordable Care Act of 2010, 42 USC § 18001 *et seq.*, or its regulations be modified or interpreted to not provide an additional 91 calendar days of benefits as described in Section 1 of this Recommendation, it is agreed that the health and life insurance entitlements outlined in this Recommendation will not be diminished.

RECOMMENDATION 17
SALARIES AND WAGES

Section 1. Effective July 1, 2020, each officer covered by this Agreement shall receive a general pay increase of two and one-half percent (2.5%). This increase is reflective in the Pay Schedules in Appendix A.

Section 2. a. Supervisors hired into classifications covered by this Memorandum shall be paid the minimum rate for the pay scale group assigned to their classification as reflected on the pay schedule.

b. The Commonwealth may hire Supervisors at pay rates above the minimum rate of the assigned pay scale group. In such cases, the Office of Administration will notify the FOP after it has approved the hiring above the minimum rate and before the above minimum appointments are made, by the Fish and Boat Commission.

Section 3. a. Supervisors covered by this Memorandum who have been employed continuously by the Commonwealth since January 31, 2020 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2021.

b. Supervisors covered by this Memorandum who terminate with at least one year of continuous service since their most recent appointment and who are reemployed within six months from the date of termination or furlough will be eligible to receive the one step service increment outlined in Subsection a., if they are in an active pay status on the effective date of the increment.

c. During the term of this Memorandum, Supervisors who are at or above the maximum step of their pay scale group at the time they become eligible for a service increment as outlined in Subsection a., shall receive the annual amount of a two and one-quarter percent (2.25%) increase in the form of a one-time cash payment rounded to the nearest dollar.

Section 4. The cash payments provided for in this Memorandum shall not be added to the Supervisor's base salary. The cash payments will be subject to dues deductions where applicable.

Section 5. A Supervisor in an inactive pay status shall, upon return to active pay status, be entitled to the service increment outlined in Section 3 or the cash payment outlined in Section 4, where applicable.

Section 6. The Employer agrees to pay a supervisory differential of up to one step above the highest paid subordinate provided the following criteria are met:

a. The Supervisor has more Commonwealth service than the subordinate. Service shall be interpreted to mean only that service occurring since the Supervisor's most recent appointment. Service occurring prior to a Supervisor's break in employment shall not be counted unless the Supervisor returns to the same agency and classification series within one year from the date of termination.

b. The Supervisor will not be eligible for the differential adjustment if the subordinate's salary is greater than the Supervisor's salary as a direct result of any type of demotion or downward reclassification involving a salary save.

c. For Supervisors with a fixed subordinate workforce, supervisor/subordinate pay relationship reviews will occur on an ongoing basis using the criteria established above. The effective date for adjustments for the ongoing review will be the date the subordinate began earning a higher salary than the Supervisor.

d. For Supervisors with a rotating subordinate workforce, supervisor/subordinate pay relationship reviews will occur on a date to be determined by the Office of Administration, Bureau of Classification Compensation and Work Place Support, Salary and Time Administration Division and the Fraternal Order of Police. In no case will the review be less than 9 months or more than 15 months from the previous review. The effective date for adjustments will be the date of the review.

Supervisory differential adjustments for Supervisors must be approved by the Office of Administration.

Section 7. The salaries of Supervisors shall be paid biweekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

Section 8. The policies regarding pay scale group revisions contained in the Commonwealth's Personnel Rules shall continue.

Section 9. All Supervisors are required to sign up for direct deposit of paychecks and travel expense reimbursement.

RECOMMENDATION 18 OVERTIME

Section 1. One and one-half of the Supervisor's regular hourly rate of pay shall be paid for any work performed in excess of 10 hours in any work day or in excess of 40 hours in any work week. There shall be no duplication of premium pay for the same hours worked under the provisions of this Section, or Section 1 of Recommendation 6 (Hours of Work).

Section 2. The following items will be regarded as hours worked for the purpose of computing overtime pay under Section 1 of this Recommendation:

- a. Hours worked, excluding standby time.
- b. Holidays.
- c. Annual leave.
- d. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- e. Sick leave.
- f. Administrative leave.

Section 3. By mutual agreement, between the Employer, the Union and the Supervisor involved, compensatory time at the appropriate rate may be granted in lieu of premium overtime pay. Such compensatory time is to be granted within the 120 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 Supervisor. If the Employer does not schedule the compensatory time in accordance with the Supervisor's request, or at some other time mutually agreed to, prior to the completion of the 120 calendar day period succeeding the date on which the overtime is worked, the Supervisor shall be compensated at the appropriate rate of pay in lieu of paid time off. The parties will meet and discuss during the life of this Memorandum of Understanding to attempt to develop a side letter addressing scheduling and usage of earned compensatory time.

Section 4. 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, or as soon as systematically possible thereafter. For the purpose of this Section, and in the determination of this time, pay periods will be considered as after-the-fact.

Section 5. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Memorandum for the same hours worked. Time worked on holidays during a Supervisor's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of this Recommendation.

Section 6. When permanent full-time Supervisors who normally perform a certain type of work within a seniority unit are on furlough, the Employer will not schedule other Supervisors within the seniority unit to perform the same type of work on an overtime basis where such furloughed Supervisors 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.

Section 7. Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All Supervisors who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the Supervisor's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the Supervisor in cash. Amounts in excess of the maximum allowable amount will be paid to the Supervisor in cash.

RECOMMENDATION 19 STANDBY TIME

The Employer, at its discretion, may order Supervisors to be on standby. A Supervisor is on standby during the period when the Supervisor is required to remain at home and be available for emergencies. Only Supervisors who are required to be on standby are entitled to the compensation hereafter set forth. Supervisors directed to be on standby 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. Supervisors 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.

RECOMMENDATION 20
LIFE INSURANCE

Section 1. The Employer shall continue to assume the entire cost of the insurance coverage for eligible Supervisors as set forth in the currently existing life insurance plan as modified by Section 2. The amount of insurance is based on the Supervisor'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 to 50% on the date the insured individual reaches age 75.

Section 2. a. Permanent Supervisors who are granted sick leave without pay, parental leave without pay, or family care leave without pay will continue to receive 100% State-paid coverage under the current life insurance plan for up to twelve (12) weeks. Permanent Supervisors who are on sick, parental, or family care leave without pay for longer than twelve (12) weeks may remain in the program for an additional nine (9) month period by paying the entire premium. Permanent Supervisors 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 nine (9) months until the paid leave is exhausted.

b. Except as provided in c. below, those permanent Supervisors 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.

c. Permanent Supervisors 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 100% State paid coverage for the period they are on leave. If the leave extends beyond the regular leave period, Supervisors may remain in the program for up to one year by paying the entire premium.

Section 3. The Employer shall continue to provide each Supervisor 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 \$25,000, unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

RECOMMENDATION 21
WORK-RELATED INJURIES

Section 1. a. An officer who sustains a work-related injury, during the period of this agreement, as the result of which the officer is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Program, shall be entitled to use accumulated

sick, annual or injury leave without pay. While using accumulated leave, the officer 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 officer'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 (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 10 may apply.

b. Effective with the beginning of the 2020 leave calendar year, an officer who sustains a work-related injury, during the period of this agreement, as the result of which the officer is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Program, shall be entitled to use accumulated sick, annual or injury leave without pay. While using accumulated leave, the officer 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 officer'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 (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 9 months (274 calendar days) or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond 9 months (274 calendar days) until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of 9 months (274 calendar days) extend beyond three years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 10 may apply.

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

c. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 20 and 22 will continue for the period of time that the officer is on leave under Sections 1 and 10 and for the first 13 weeks (91 calendar days) after leave under Sections 1 and 10 expires if the officer remains disabled, provided that the officer's right of return under Section 6 has not expired.

Section 2. An officer 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 officer is using leave under this Recommendation, shall be determined in accordance with the State Employees' Retirement Code.

Section 4. At the expiration of the leave under Section 1, if an officer continues to receive workers' compensation, the officer will be placed on leave without pay in accordance with Section 6 below and will not be entitled to receive state-paid coverage for life insurance and state payments toward coverage for health benefits.

Section 5. An officer is required to refund to the Employer the amount of any overpayment. In no case shall an officer 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. An officer 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 officer is fully capable of performing the duties of that position, subject to the furlough provisions of Recommendation 25, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the officer does not return to work immediately or if the officer retires or otherwise terminates employment. During the period of time between the end of the leave under Section 1 or Section 10, where applicable, and the end of the guarantee in this Section, the officer will be on leave without pay.

Disabled officers receiving workers' compensation will be notified 90 days prior to the expiration of the three-year period. The notification will include information concerning the officer's right to apply for disability retirement, if eligible. If the officer does not receive 90 days' notice, the officer'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 officer, if eligible, to apply for disability retirement.

Section 7. The compensation for disability retirement arising out of work-related injuries shall be in accordance with the State Employees' Retirement Code.

Section 8. An officer 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 sick, or annual leave for the purpose of continued medical treatment of the work-related injury in accordance with Recommendations 9, 11 and 12. If no paid leave is available, an officer may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Officers 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 9. The Commonwealth agrees to the use of modified duty where the officer is able to work only in a limited capacity and the prognosis for the injury indicates that the officer will be able to resume all of the duties of the officer's classification in a reasonable period of time. The Employer may terminate a modified duty assignment when it becomes apparent that the officer

will not be able to resume the full duties of the officer's classification within a reasonable period of time.

Under the modified duty concept, the officer will be retained without loss of pay or status. The Employer may assign the officer duties outside his/her classification and bargaining unit, outside the officer's previously assigned shift and/or outside the officer's overtime equalization unit. To facilitate the implementation of modified duty assignments, schedule and assignment changes may be implemented as soon as practicable.

Section 10. An officer 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 officer 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 11. It is understood by both parties that the provisions of this Recommendation are consistent with the Family and Medical Leave Act of 1993, USC Sections 2601 et seq. and that leave granted in accordance with Sections 1 and 10 shall be designated as leave under the provisions of the Act.

Section 12. It is understood by both parties that the provisions of this Recommendation are consistent with the Americans with Disabilities Act and the Pennsylvania Human Relations Act, 43 P.S. Sections 951 et seq.

Section 13. Should the Patient Protection and Affordable Care Act of 2010, 42 USC, § 18001 et seq. or its regulations be modified or interpreted to not provide an additional 91 calendar days of benefits, as described in Section 1.b. of this Recommendation, it is agreed that the health and life insurance entitlements outlined in this Recommendation will not be diminished.

RECOMMENDATION 22 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 the Union and the Employer.

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 employees and retired Supervisors, 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 Memorandum 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.

c. The Employer shall contribute to the Fund the amounts indicated below on behalf of each permanent full-time Supervisor eligible for benefits and covered by this Memorandum effective on the first pay date in July of each fiscal year specified below:

July 2020 – June 2021	\$502 biweekly per Supervisor
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d. The Fund shall maintain a reserve sufficient to pay on a cash basis the three (3) next succeeding months of projected claims and expenses. Reserve is calculated as the ending fund balance, meaning the net amount of funds on hand as of the close of any given month. Fund revenues are to be adjusted to reflect the relevant cash amounts that should have been or are to be received or collected by the Fund under the agreement. Fund expenses are to be adjusted for any expense which should have been paid for the period. At each bi-monthly meeting of the Board of Trustees, the Fund's actuary will present their financial projection to the Finance Committee including a report that will show the projected reserve level at the end of the succeeding 24 months, or through the end of the current agreement if this latter period is less than 24 months. The report will concisely state the assumptions and factors used in making these projections.

The report will be available to all trustees of the Fund. If the average amount of the projected reserve for any future quarter (e.g. July-September) is less than a three (3) month reserve as defined above, the actions below will be triggered:

1. The first day of the quarter during which the average reserve would be less than three (3) months will be considered the "target date" for additional funding;
2. At least six (6) months prior to the target date, the Fund's actuary will review the projection and confirm that a funding adjustment is needed and the amount of such adjustment. If the need for a funding adjustment occurs in the first nine (9) months, this subparagraph shall not apply;
3. Should the Commonwealth not dispute the finding by the Fund's actuary that an adjustment is necessary, the Commonwealth will implement the funding adjustment at least ten (10) calendar days prior to the target date.
4. If either the Chairman of the Board, Secretary of the Board, any four (4) management or any four (4) union Trustees of the Board dispute the findings of Fund's actuary, the Chairman and the Secretary of the Board of Trustees will select a neutral actuary within five (5) business days to resolve the dispute and will forward their respective positions and any supporting documentation to the neutral actuary within five (5) business days

of such selection. The neutral actuary may communicate and ask questions of the Fund's actuary provided, however, if such communication occurs, the Finance Committee will have access to the discussions.

5. The neutral actuary shall render a decision within 30 calendar days of the receipt of said positions/documentation, which decision will be final and binding on the parties and must be implemented within 10 (ten) business days of its receipt by the parties.
6. The adjustment must be sufficiently large so as to restore the size of the reserve to a minimum of three months within 30 days following the target date.
7. Once the reserve exceeds the three (3) month equivalent, the contribution rate shall be reduced to the amount provided under this Section unless the parties agree that a new rate is necessary to maintain a three (3) month reserve.
8. It is understood and agreed to by the parties that the process outlined above is designed to ensure adequate funding for the PEBTF and not intended to place the financial status of the Fund in jeopardy.

e. 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.

f. 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.

g. 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 memorandum of understanding.

h. 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 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 Subsections c. and d. 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 Recommendation, respectively.

Section 3. The Fund shall continue to provide each permanent full-time active Supervisor medical plan benefits, supplemental benefits, and other benefits as determined and extended by the Fund. In addition, it shall provide dependency coverage where the dependents of the Supervisor qualify. The Fund shall continue to provide permanent part-time Supervisors who are expected to be in 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 Supervisor qualify. Such Supervisors 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., Supervisors will contribute a percentage of their biweekly gross base salary toward the cost of coverage as provided below:

July 2020 - 2.5% with waiver / 5% without waiver

Supervisor contributions shall be effective the first full pay period in July of the periods specified above. Biweekly gross base salary as used throughout this Recommendation excludes premium or supplemental payments such as overtime, higher class pay, etc.

b. A Supervisor will be assessed a surcharge if the Supervisor and his/her qualifying dependents, as determined by the Trustees, do not 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 and making determinations whether a Supervisor will be assessed the surcharge for not fulfilling the Get Healthy Program requirements.

Effective July 2017, the surcharge, which is in addition to the contribution set forth in Section 3.a. above, is an amount equal to 30% of biweekly premiums for self-only coverage under the PEBTF least expensive plan (as defined by EEOC Regulations) as determined by the Fund Trustees.

In the event that the EEOC wellness regulations issued in May 2016 are withdrawn, redrafted, or declared invalid, at any time after July 1, 2017, and provided that it is legally permitted under then existing laws and regulations to do so, the employee contribution, effective as soon as practicable after the withdrawal, redrafting or declaration of invalidity, shall revert to 5% of the employee's biweekly gross base salary if the employee and his/her qualifying dependents do not participate in the Get Healthy Program.

c. The parties agreed to 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 Memorandum, without any action on the part of the parties or the PEBTF Board of Trustees. This Subsection shall be read and administered in a manner consistent with Section 1.d. of this Recommendation.

d. (1) For the first six (6) months of employment, the Supervisor will be offered single coverage in the least costly medical plan offered and available in his/her area, with no supplemental benefits. The Supervisor may opt to purchase medical coverage for the Supervisor's qualifying dependents in the same medical plan as the Supervisor, 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 employee contribution required under Section 3.a.

(2) After completing six (6) months of employment, the Supervisor and his/her qualifying dependents will be eligible for coverage under the Fund's supplemental benefits, and the Supervisor 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 Supervisor will be required to pay the cost difference between the least costly and more costly plan, in addition to the employee contribution required under Section 3.a.

(3) Nothing herein shall be construed to limit the authority of the Board of Trustees to modify or adopt these or other eligibility rules.

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

f. Supervisor contributions under this Recommendation 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 Supervisor contributions made pursuant to this Recommendation will be made on a pre-tax basis.

Section 4. a. Permanent Supervisors who are granted sick leave without pay (Recommendation 15), parental leave without pay (Recommendation 16), or family care leave without pay (Recommendation 35) may continue to receive benefits as determined and extended by the Fund for up to six months. Permanent Supervisors 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 Supervisors and those permanent full-time Supervisors who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental leave, family care leave 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 Supervisors and permanent part-time Supervisors who are eligible for benefits and 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, Supervisors 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 Supervisors for the period of time for which they are entitled to benefits under Subsection a. or c. and 50% contributions for permanent part-time Supervisors for the period of time for which they are entitled to benefits under Subsection a. or c.

e. The continuation of benefits under this Section is subject to the Supervisor's payment of any required employee contribution under Section 3.

Section 5. Spousal Eligibility

a. For Supervisors hired on or after August 1, 2003: If the spouse of a Supervisor 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 Supervisors hired before August 1, 2003: Effective October 1, 2003, if the spouse of a Supervisor 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. Supervisors who retire on or after July 1, 2007, and who 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. Supervisors who retire on or after July 1, 2007, and elect REHP coverage shall be required to contribute to the cost of coverage. The annual retiree contribution rate shall be a percentage of the Supervisor's final annual gross salary at the time of retirement from State service equal to the active Supervisor contribution rate in effect on the date of retirement and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate.

Effective January 1, 2013, the annual retiree contribution rate during the term of this memorandum for Supervisors who retire on or after July 1, 2012 shall be three percent (3%) of the Supervisor's final average salary at the time of retirement, 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. Effective January 1, 2013, the methodology utilized by the State Employees' Retirement System to calculate pension benefits will also be applied to determine the annual retiree contribution rate for Supervisors who retired on or after July 1, 2007 through June 30, 2012 in those situations where said methodology results in a lower retiree contribution rate than results from the use of final gross annual salary; in situations where use of final gross annual salary yields a lower contribution rate for such former employees, it shall continue to be used. Further, effective January 1, 2013, the annual retiree contribution rate for all present and future Medicare eligible retirees who have a contribution rate of three percent (3%) will be reduced to one and-one-half percent (1.5%) of the appropriate base (final gross annual salary or final average salary) when a retiree becomes eligible for Medicare coverage, and will be payable monthly at the rate of one-twelfth of the annual retiree 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) or (5) below and who have elected REHP coverage:

- (1) Retirement at or after superannuation age with at least 15 years of credited service (20 years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems, except that

- (a) a Supervisor 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) a Supervisor 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 July 1, 2008) in the State and/or Public School Retirement Systems,
 - (c) a Supervisor 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 July 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 Supervisor returns during the recall period, this three year requirement will not apply. If the Supervisor 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) a Supervisor 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 July 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 Supervisor returns during the recall period, this three year requirement will not apply. If the Supervisor 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 a Supervisor 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 July 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 a Supervisor 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 Supervisor returns

during the recall period, this three year requirement will not apply. If the Supervisor 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 Supervisors who had at least 15 years of credited service as of June 30, 2008, or who had 13 years of credited service and were within one year of superannuation age as of June 30, 2008, whether it had been purchased as of that date or was 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 Supervisors.
- (5) For purposes of eligibility for REHP coverage under this Section, credited service earned on or after July 1, 2007, 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. Supervisors hired on or after July 1, 2007 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 July 1, 2007. 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. When a Supervisor dies as a result of a work-related accident, the Fund shall continue to provide medical plan benefits and supplemental benefits, as determined and extended by the Fund, to the spouse and eligible dependents of the Supervisor until the spouse remarries or becomes eligible for coverage under another employer's health plan. 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 Supervisor would have reached age 60.

RECOMMENDATION 23 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. Only in those instances where there is a substantial change in permanent job duties or job content during the term of this Memorandum which justifies a change in job classification, the Supervisors may process an appeal for a reallocation of their position through the grievance procedure as set forth below:

STEP 1. The Supervisor or the FOP shall present the grievance in writing to the Human Resource Office or their designee. The Employer will respond in writing within 45 working days of receipt of the grievance.

STEP 2. In the event that the grievance is not satisfactorily resolved at Step 1 of the expedited grievance procedure, the Supervisor or the FOP may process the grievance to Step 2 by submitting a written appeal to the Office of Administration, Bureau of Organization Management, Grievance and Arbitration Division within 15 working days after the Employer's Step 1 response is due. The Office of Administration will then have 45 working days to respond in writing to the grievance appeal at this level. Decisions made prior to Step 2 may be reversed by the Office of Administration. The decision of the employer is final, binding and determinative of issues raised under the provisions of the Memorandum.

When the Supervisor submits a grievance in Step 1, the Supervisor shall attach to the grievance a description of the job.

If a determination is made by the Employer in the course of an employee appeal that a position should be upgraded, the Supervisor shall be promoted retroactively to the date the grievance was filed in writing.

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 Supervisor shall be demoted to the proper classification and pay scale group at the nearest step not greater than the Supervisor's current salary. If the Supervisor's salary is greater than the maximum step of the lower pay scale group, there shall be no 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 scale group, the effective date of the classification change shall be the first day of the first pay period subsequent to the response.

Section 2. The FOP recognizes the right of the Employer to direct its working force, which includes the assignment of work to individual Supervisors and it further recognizes that such assignments may include work outside a Supervisor'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 a Supervisor 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 Supervisor's own position for a period of any five full cumulative days in a calendar quarter, the Supervisor shall be compensated, retroactive to the time the assignment took place, at an amount equal to four and one-half percent of the Supervisor's current rate of pay, or at the starting rate of the pay scale group for the higher class, whichever is greater. Supervisors 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 1/4 hour, for the partial day worked in the higher class after the five

full day threshold has been met. A Supervisor while temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the Supervisor is charged to perform the higher level duties on the Supervisor's 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 Supervisor temporarily filling the position, the Supervisor 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. A Supervisor or Supervisors 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 Supervisor being replaced, whichever is greater.

In addition, if the Employer assigns a Supervisor on a temporary basis to a lower classification or if a Supervisor temporarily performs some duties and functions assigned to a lower classification, the Supervisor so assigned shall receive the compensation of the higher level to which the Supervisor 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 Supervisors within the classification from which assignments are made, so long as such equalization does not interfere with efficient operating procedures.

Grievances arising from Section 2 of this Recommendation shall be submitted in writing and the Supervisor 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 Supervisor to provide the required information will not affect the validity of the grievance.

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.

RECOMMENDATION 24 DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge or take any disciplinary action against a Supervisor without just cause. A Supervisor may appeal a reprimand, suspension, demotion, or discharge beginning at first step of the accelerated grievance procedure, within 15 working days of the date of its occurrence. The FOP shall be notified promptly by the Employer of any suspension, discharge or demotion. 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 above until the notification is sent.

Section 2. Any action instituted under Section 1 of this Recommendation shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof.

Section 3. The Employer will attempt to discipline Supervisors in such a manner so as not to embarrass the Supervisor before the public or other employees. It must be kept in mind, however, that where insubordination or flouting of authority by a Supervisor in public and in the presence of other employees takes place, the Employer shall not be restricted by the operation of this Section.

Section 4. The provisions of Section 1 shall not apply during the initial 365 calendar days of probationary employment. The probationary period can be extended by written agreement between the Employer and the appropriate FOP Representative for an additional period, during which time Section 1 shall not apply. Periods of leave without pay and periods of time during which a Supervisor is using paid leave to supplement workers' compensation shall not count toward the initial 365 calendar days or any extension period.

Section 5. This Recommendation shall not apply to demotions resulting from an employee appeal, an Employer-initiated classification review or unsuccessful completion of a probationary period upon promotion.

Section 6. The employer and the FOP agree to expand the alternative forms of discipline in lieu of suspension actions program in accordance with Appendix F.

Section 7. A Supervisor who is the subject of an Inspector General investigation will be notified when the investigation is concluded. The Supervisor who is not being subject to disciplinary action will be notified at the conclusion of the investigation that the allegations were either "unfounded" or "unsubstantiated". A Supervisor shall be deemed a subject of an investigation when the Supervisor has been accorded a "subject interview".

Section 8. The Commonwealth agrees to meet and discuss at the request of the FOP over the SEAP Program.

RECOMMENDATION 25 SENIORITY

Section 1. Under the terms of this Memorandum, the term "seniority" means a preferred position for specific purposes which one Supervisor within a seniority unit may have over another Supervisor within the seniority unit because of a greater length of service within the state government or a particular organizational or occupational segment thereof. All time earned under the prior Master Memorandum shall be counted and carried over under this Memorandum.

a. Classification seniority standing shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in the Supervisor's current classification. A Supervisor whose position has been downgraded will have service in the higher classification counted toward classification seniority in the lower classification.

b. Seniority standing for the purpose of promotion and furlough shall be determined by classification seniority.

c. Supervisors who served in the Armed Forces of the United States during periods of war in which the United States was or is engaged as listed below shall be responsible for providing proof of military service to the Pennsylvania Fish and Boat Commission Human Resource Officer within 60 days of their first day of work or 60 days after discharge or release from active duty during a current period of war in order to receive seniority credit in accordance with the Veteran's Preference Act 51 Pa. C.S. 7101. Failure to provide the required proof of service during the time period shall bar the Supervisor or union from claiming credit for such service at a later date.

Applicable periods of war are as follows:

- (1) World War II-December 7, 1941 – September 2, 1945
- (2) Korea-June 25, 1950 – July 27, 1953
- (3) Vietnam-August 5, 1964 –January 28, 1973
- (4) Persian Gulf – August 2, 1990 – August 31, 1991
- (5) War on Terrorism, September 11, 2001 to date determined by the Adjutant General (Department of Military and Veterans Affairs) pursuant to 51 PA.C.S. 7101.

d. Seniority credit for each Supervisor is maintained as a total number of days. Supervisors 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 union business in accordance with Recommendation 15, Section 3; leave without pay for work-related injuries in accordance with Recommendation 21; sick leave without pay in accordance with Recommendation 15, Sections 5 and 6; parental leave without pay in accordance with Recommendation 16, Section 1 and Family Care Leave Without Pay in accordance with Recommendation 35 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 the Supervisor'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 Supervisor shall lose Master Memorandum and Classification seniority. If a Supervisor is returned within one year after such break in service, the Supervisor shall be entitled to credit for 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.

Supervisors 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.

A furloughed Supervisor who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights 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 Union President upon request not more than once every six months. Grievances alleging a violation of this Section may be appealed directly to the second step of the grievance procedure.

Section 4. When the Employer determines that a furlough is necessary within a seniority unit, Supervisors will be furloughed in the inverse order of classification seniority. Supervisors affected by furlough who have the requisite classification seniority and skill and ability shall bump laterally.

a. If the affected Supervisor is unable to bump into any position, the Supervisor shall be furloughed.

b. If a Supervisor refuses to exercise rights under this Section, the Supervisor shall forfeit all further bumping rights under this Section, recall rights under Section 5 of this Recommendation to positions in all classifications except to the position from which the Supervisor was furloughed.

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

Section 5. 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 Supervisors furloughed under Section 4 of this Recommendation in the inverse order of classification seniority.

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

b. Such recall lists will remain in effect for a furloughed Supervisor for a period of three years after the effective date of the furlough.

c. In the event a Supervisor on a recall list refuses employment in the classification from which the Supervisor was initially furloughed, the Supervisor shall forfeit all recall rights.

d. During the period that Supervisors are on a recall list, they shall keep the Employer informed of any changes in address. The Employer shall not be held liable if a Supervisor is not offered recall because of failure to notify the Employer of a change of address. A Supervisor 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 Supervisor's three year recall period has not expired.

e. During the recall period Supervisors may be offered recall to either temporary or part-time positions. If a Supervisor refuses an offer of either temporary or part-time recall, the Supervisor forfeits all further recall rights to the type of employment refused. The Supervisor would retain recall rights to permanent, full-time employment for which the Supervisor is eligible.

f. The recall period of a furloughed Supervisor who, during the recall period, returns to the employer's payroll in a temporary capacity shall be extended by the amount of time the Supervisor serves in the temporary capacity.

g. A furloughed Supervisor 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.

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

i. The Employer will provide the FOP with a copy of all recall lists.

j. A furloughed Supervisor 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 the approval of benefits by the State Employees' Retirement Board.

Section 6. Seniority unit means that group of Supervisors in a classification within the agency.

Section 7. When in the exercise of seniority rights provided hereunder, two or more Supervisors are deemed relatively equal in skill and ability and have the same seniority, preferential rights shall be determined by lot.

RECOMMENDATION 26 UNIFORMS, CLOTHING AND EQUIPMENT

Section 1. Where the Employer now provides devices, apparel, or equipment necessary to protect Supervisors 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. Where special tools are required for accomplishing work assignments, the Employer shall be responsible for supplying the same. Where the tools customarily used in a trade or craft are now required to be supplied by the Supervisor, such requirement shall continue; where such tools are presently supplied, the practice shall continue. Where uniforms are required and for so long as they may be required, the Employer agrees to furnish the uniforms so required. Uniform requirements are not to be confused with dress regulations required by the Employer.

Section 2. If, during the performance of a Supervisor's Commonwealth duties a person damages or destroys items of clothing or personal property which are worn by a Supervisor and

which are necessary for the performance of such Supervisor's work, the Employer shall reimburse the Supervisor for the value of such clothing or personal property. 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 due to the Supervisor's own negligence. The Employer shall take prompt and timely action in the disposition of Supervisor claims for damaged personal effects.

Section 3. Each uniformed Supervisor in the supervisory unit shall be entitled to an annual uniform allowance payment in the amount of \$250. The allowance provided herein shall be payable no later than September 30 of each memorandum year. If a Supervisor has been in active pay status for an aggregate of less than 200 working days during the preceding memorandum year, the allowance will be prorated.

RECOMMENDATION 27 DISCRIMINATION/EMPLOYEE TREATMENT

Section 1. Both the Employer and the Union agree not to discriminate against any Supervisor on the basis of race, religious creed, color, ancestry, sex, marital status, age, national origin, disability, union membership, political affiliation, AIDS or HIV status, or sexual orientation.

Section 2. The Employer does not condone sexual harassment of any Supervisor and encourages Supervisors who, after appropriate consideration of all relevant facts, believe that he/she is the object of such conduct, to report such allegations as soon as possible. The burden of substantiating such an allegation rests with the charging party. Because of the seriousness of such allegations which could result in discipline or discharge of the person charged, it is understood that false, frivolous and/or reoccurring unsubstantiated allegations may result in disciplinary actions against the charging party.

Substantiated instances of such harassment will be remedied by the Employer. An arbitrator may decide only whether or not the charging party has substantiated that sexual harassment has occurred, but what constitutes the appropriate remedy will be determined by the Employer in its sole discretion.

Section 3. A Supervisor who has filed a sexual harassment complaint will be notified when the investigation has been concluded. The Supervisor will be informed of the results of the investigation.

Section 4. Supervisors shall be treated in a respectful manner which does not embarrass them or demean their dignity. Incidents which are at variance with this principle may be appealed through the Grievance Procedure, provided that the decision at the second step/Joint State Committee shall be final and binding.

RECOMMENDATION 28
UNION BUSINESS

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

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

Union members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Union 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 Union.

Union 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 Union 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 Supervisors with time off, if required, to attend meet and discuss meetings.

RECOMMENDATION 29
PEACE AND STABILITY

Section 1. No Supervisor shall engage in a strike as that term is defined in Article VI and XI of the Public Employe Relations Act.

Section 2. The Employer may summarily discipline, suspend, demote, or discharge, any Supervisor or Supervisors who violate the provisions of Section 1 of this Recommendation.

RECOMMENDATION 30
MISCELLANEOUS PROVISIONS

Section 1. In the event that any provisions of this Memorandum 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, mutually agree to make recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Memorandum.

Section 2. Where the term meet and discuss is used in this Memorandum, it will be deemed to have the meaning of that term as defined and applied under the Public Employee Relations Act.

Section 3. Ratings shall be completed by superiors who are familiar with the work performance of the Supervisor. This shall in no way affect review procedures.

Section 4. Supervisor benefits and working conditions now existing and not in conflict with the Memorandum 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 Recommendation 2 of this Memorandum.

Section 5. 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 Supervisors under this Memorandum will be increased or decreased on the effective date of the General Services Administration change.

Section 6. Committees composed of representatives of the Union and the Employer are to be established at agency and appropriate local levels to resolve problems dealing with the implementation of this Memorandum and to discuss other labor-management problems that may arise. The levels at which these committees are to function may be determined by agency or departmental discussions.

Section 7. A Supervisor shall not be transferred for reasons which are punitive, disciplinary, or arbitrary and capricious. In no event shall a Supervisor's reassignment be due to the valid enforcement of the Fish and Boat Laws. Any dispute regarding the propriety of transfers under this Section shall be processed through either the grievance procedure outlined in the Master Memorandum or the Board of Review procedure which follows:

A Supervisor who elects to dispute the propriety of a transfer through a Board of Review shall so notify the Executive Director of the Fish and Boat Commission within 10 working days of being transfer. Upon such notification to the Executive Director, a Board of Review comprised of three members – the Executive Director or designee, a Division Chief from central office headquarters, and a member of the Supervisor's choosing who is employed by the Commission – shall be established which shall meet within 10 working days. The grievant and a representative of the Supervisor's choosing shall present evidence and/or testimony to the Board which shall issue its decision within 10 working days. The Board's decision shall be advisory only and need not be unanimous.

A Supervisor to be transferred under the provisions of this Section above shall receive notice 30 calendar days prior to the effective date of such transfer. Upon transfer, Supervisors may be granted up to sixty (60) days in travel status at their new location, to be taken in the initial ninety (90) consecutive calendar day period following their transfer, to provide adequate time for locating new living quarters and to move to the new location. Only that portion of the travel status allowance actually required shall be granted. No reimbursement will be made for local mileage.

Supervisors returning to their pre-transfer headquarters or residence on days off or holidays will not be given subsistence or lodging for the day(s) off or holiday period.

Supervisors shall be entitled to expenses as provided in Sections 9 and 11 of the Commonwealth's Travel Expense Regulations, Management Directive 230.10. Only that portion of the allowance actually required will be granted. A Supervisor shall not be entitled to receive concurrently subsistence under this Section and to receive a subsistence allowance as provided in the Travel and Subsistence Section of this Appendix.

Section 8. Reasonable use of telephones for calls not incurring charges additional to the Commission's plan are 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 Supervisor's home telephone number.

Section 9. There shall be an electronic official personnel file for each Supervisor. The contents of a Supervisor's personnel file, excluding pre-employment information, will be available for examination by the Supervisor within a reasonable period of time after the Supervisor's request, if they do not have access to the electronic official personnel file via their Commonwealth issued computers. 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. Supervisors are 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, a Supervisor shall have the right to submit a statement concerning any materials in the file and any such statement shall then become part of the personnel file. If comments are placed in the file during an exit interview, the Supervisor shall have the right to submit a statement concerning those comments which shall then become a part of the personnel file. After a period of two years, a written reprimand or reference to an oral reprimand shall be removed from the Supervisor's official personnel folder if no intervening incidents of the same or a similar nature have occurred.

Section 10. The Employer shall, upon request, 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 11. In the event the Public Employe Relations Act is amended during the term of this Memorandum, the parties agree to meet and discuss concerning the amendments to determine whether or not this Memorandum should be amended to incorporate changes permitted by the amendments to the Act.

Section 12. In the event the State Employees' Retirement Code is amended during the term of this Memorandum to authorize dues deductions for retired public employee associations, the parties agree to meet and discuss whether or not the Memorandum should be amended to incorporate changes permitted by the amendment to the Code.

Section 13. In the interest of promoting a professional image and a healthier environment, the parties agree that the use of tobacco products, including smokeless tobacco and electronic smoking

devices, while on duty, and in uniform, is prohibited as follows:

- In a patrol vehicle;
- On a patrol boat;
- When visible to the general public.

Additionally, current practices in accordance with Management Directive 205.19 continue to apply.

Section 14. Reimbursement of travel and subsistence expenses shall be made in accordance with the Commonwealth's Travel Regulations (Management Directive 230.10), except as modified below.

Supervisors shall receive \$70.00 per month subsistence allowance in lieu of reimbursement on a daily basis for lunch expenses and subsistence expenses including meals now provided by Paragraph 11 of the Commonwealth's Travel Regulations, Management Directive 230.10 while the Supervisor is working in his Fish and Boat Commission region. In addition, a Supervisor assigned to duties outside his region for a period of not less than 12 consecutive work hours is entitled to subsistence expenses in an amount actually expended, not to exceed \$8.00.

Section 15. The Employer shall have the right to establish drug and alcohol testing programs that provide for reasonable suspicion, return-to-duty and/or follow-up testing of officers. The scope of testing and cut-off levels shall conform to those established by the U.S. Department of Health and Human Services in the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

RECOMMENDATION 31 EQUAL EMPLOYMENT OPPORTUNITY

If any provision of this Memorandum 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 the grievance procedure.

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

RECOMMENDATION 32 GRIEVANCES AND ARBITRATION/ACCELERATED GRIEVANCE PROCEDURE

Section 1. Where a Supervisor has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission, either the memorandum grievance procedure shall cease, if the

Supervisor has submitted a memorandum grievance, or the Supervisor shall not be entitled to institute proceedings under the memorandum grievance procedure. If the appeal to the Commission is withdrawn by the Supervisor or not accepted by the Commission within the time limits prescribed in Section 2 of this Recommendation, the processing of a timely filed memorandum grievance shall be permitted.

Section 2. Any grievance or dispute which may arise concerning the application, meaning, or interpretation of this Memorandum except for grievances alleging a violation of Recommendation 23, (Classification), shall be processed in the following manner:

STEP 1. The Supervisor, either alone, or accompanied by a FOP Lodge #114 representative, or the FOP Representative, where entitled, shall present the grievance in writing to the Fish and Boat Commission's Human Resource Office designee within fifteen (15) working days of the date of the occurrence giving rise to the dispute, or when Supervisor knew or by reasonable diligence should have known of the occurrence.

In addition, in order for a grievance to be discussed at Step 1, the respective Employer worksite designee must have received a written confirmation of the grievance at least fifteen (15) working days prior to the prescheduled Step 1 meeting. This period may, however, be modified by mutual agreement.

The parties agree the respective Fish and Boat Commission's Human Resource Office designee and the FOP counterpart must schedule and meet on a monthly Step 1 basis, if necessary, in order to attempt to resolve all outstanding grievances. At the Step 1 meeting, the parties will advise each other of all 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.

When special circumstances preclude the disclosure of confidential patient, resident, client, student, or inmate information at the Step 1 meeting, the case will be handled in accordance with the agreed upon procedures to be developed by the parties.

Any agreed upon final settlement of a grievance reached at Step 1 shall be reduced to writing and signed by the FOP and the Fish and Boat Commission's Human Resource Office designee. Decisions at Step 1 shall not be used as precedent for any subsequent case.

After the Step 1 meeting has been held, and the then known information the parties intend to rely on to support their respective positions has been discussed and exchanged, the respective Employer designee must, if the case is not settled at this point, make a written disposition of the matter to the Union within fifteen (15) working days from the date of the Step 1 meeting.

STEP 2. If the Step 1 response is not satisfactory, or a response has not been received by the FOP within fifteen (15) working days of the Step 1 Meeting, the FOP shall have fifteen (15) working days after the Fish and Boat Commission's Human Resource Office designee's response is received or due, to appeal the decision by filing its grievance with the Joint Pennsylvania State Committee. Such submission shall be made in writing, and shall be filed in accordance with the established procedures with the Office of Administration, Bureau of Employee Relations (OA-

BER - 404 Finance Building, Harrisburg, PA 17120).

Failure of the FOP to submit grievances to the Joint Pennsylvania State Committee within the fifteen (15) day appeal period specified above, shall be cause for the Fish and Boat Commission's Human Resource Office designee 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 must 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. (See Rule 4, Section 3 for Exceptions).

Decisions of the Joint Pennsylvania State Committees are final and binding and shall not operate as precedent, unless the parties agree in writing as part of a Step 2 decision.

The State Committee at Step 2 shall have the right to hear testimony from both parties, investigate all relevant facts and render a final and binding decision. Each case shall be considered on its merits and the memorandum of understanding shall constitute the basis upon which the decision shall be rendered.

The Committees shall neither add to, subtract from, nor modify the provisions of the Memorandum of Understanding. The Committees shall be confined to the precise issue submitted, and shall have no authority to determine any other issues not so submitted. If the Joint Pennsylvania State Committee is unable to reach a decision by majority vote, the matter will be considered "deadlocked".

STEP 3. An appeal from a deadlocked decision at Step 2 may be initiated by the FOP, by written notice of the intent to proceed to arbitration only in the following circumstances:

- a. To determine whether there was just cause for a discharge, demotion or suspension which has not occurred as the result of a strike.
- b. To determine whether Supervisors are engaged in a "strike" which is prohibited under Recommendation 29; provided, however, that the Employer retains the sole discretion of determining the appropriate disciplinary action for Supervisors engaged in a strike as provided in Section 2 of Recommendation 29.
- c. To determine whether there has been a violation of Health and Safety Recommendation 33. This will not include grievances over appropriate staffing levels.

This notice must be sent within fifteen (15) working days after the deadlocked decision from Step 2 to the Office of Administration (Bureau of Employee Relations, 404 Finance Building, Harrisburg, PA 17120). Failure of the FOP to submit grievances to arbitration within the 15 day appeal period specified above shall be cause for the Commonwealth to consider the matter "settled and withdrawn".

Arbitration

The impartial arbitrator is to be selected by agreement between the respective Co-Chairpersons of the Joint Pennsylvania State Committee within fifteen (15) working days after the notice has been given. If the parties fail to agree on an impartial arbitrator, either party may request the Bureau of Mediation to submit a list of three (3) possible arbitrators to the respective Co-Chairpersons.

The Co-Chairpersons shall, within fifteen (15) working days of the receipt of said list, select the arbitrator by alternately striking one name from the list until one name remains. The Employer Chairperson shall strike the first name.

Each case shall be considered on its merits and the Memorandum of Understanding shall constitute the basis upon which the decision shall be rendered.

The arbitrator shall neither add to, subtract from, nor modify the provisions of the Memorandum.

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 of the Step 2 Joint State Committees or by the arbitrator shall be final and binding on both parties. The arbitrator shall be required to issue a decision within thirty (30) days after the close of the hearing.

Time Limits

All of the time limits contained in this Section may be modified by mutual agreement. The granting of any modification at any step shall not be deemed to establish a precedent.

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 to this Memorandum request a postponement of a previously scheduled arbitration hearing which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance, in which event the postponement shall be divided by 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 Supervisor shall be permitted to have a representative of the FOP present at each step of the grievance procedure, up to and including Step 3; subject, however, to Section 606,

Article VI of the Public Employee Relations Act. Upon request by a Supervisor or FOP Representative, a Step 1 grievance meeting will be postponed or rescheduled, if necessary, if a FOP Representative is temporarily unavailable to the Supervisor. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

Supervisors selected by the FOP to act as FOP representatives shall be known as trustees. The FOP shall furnish the Fish and Boat Commission Human Resource Office with the names and work locations of grievance representatives and shall notify said Office of any changes.

A reasonable number of witnesses shall be permitted to attend Committee meetings without suffering the loss of any pay, when their presence is required because of the Fish and Boat Commission's refusal to accept the witnesses' written statements, as provided for in the attached Rules of Procedure. Grievants shall be treated in exactly the same manner as witnesses under this procedure.

A Supervisor who presents a grievance or sits on a Joint State Committee Panel, shall do so with pay, provided the FOP has indicated their desire to have that person participate in the procedure. The number of Supervisors so designated shall not be abused.

The FOP may present grievances concerning agency-wide actions or state-wide actions directly to Step 2 within fifteen (15) working days of the date of the occurrence giving rise to the dispute, or the date when the FOP knew, or by reasonable diligence should have known, of its occurrence. However, the FOP will meet with the official Fish and Boat Commission designee or Office of Administration designee prior to any hearing on such grievances, in order to resolve any factual disputes relating to such Agency-wide or State-wide grievances.

Section 4. The Joint Pennsylvania State Committee will function under the Rules of Procedure in Appendix B.

Section 5. This Recommendation shall be binding and irrevocable during the term of this Memorandum.

RECOMMENDATION 33 SAFETY AND HEALTH

Section 1. The Employer will take positive action to assure compliance with laws and regulations concerning the health and safety of Supervisors working in state owned or leased buildings and to assure compliance with all lease provisions affecting the safety or health of Supervisors.

Section 2. The Employer agrees to continue the Executive health and safety committee. The committee shall be composed of an equal number of representatives of the Unions and the Employer, and the FOP will be entitled to representation on the Committee. The purpose of the committee shall be to investigate present or potential safety hazards and security problems and to make recommendations for corrective action. The Committee may also discuss which Supervisors, due to the nature of their work, will be provided with regular health screenings and which

Supervisors will be provided wrist rests. Unless otherwise agreed by the parties, the committee 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, union 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.

Section 3. The Employer agrees to inform the local union when representatives of the Bureau of Occupational and Industrial Safety, Department of Labor and Industry, or other state or federal agencies involved in the establishment or enforcement of laws concerning or affecting the health and safety of Supervisors working in state-owned or leased buildings are on the premises for an inspection. A designated union steward or officer 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 union.

Section 4. The Employer will not assign Supervisors to any work area, patrol vehicle, watercraft, or in any building owned or leased by the Commonwealth while there is a clear and present danger to their safety and such a danger is not an anticipated part of the normal and expected responsibilities and risks of the job in question.

Section 5. The Employer will take appropriate action to protect Supervisors from injury while at work. 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 6. Supervisors shall be provided with information on all communicable diseases and infestations to which they may have routine workplace exposure. Information provided to Supervisors shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions and recommendations for immunization where appropriate. The Employer and the Union agree to establish a committee to formulate a policy on how to deal with persons who have a communicable disease or are suspected of having a communicable disease or infestations.

Supervisors who are authorized by the Employer to receive Hepatitis "B" immunizations because of a job-related need to receive such immunizations will have the time spent receiving such immunizations counted as hours worked.

Section 7. Upon written request, the local union shall be provided with copies of statistical reports concerning work-related accidents.

RECOMMENDATION 34 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 Supervisors covered by this Memorandum, the

Employer shall attempt in good faith to arrange for the placement of such Supervisors with the new Employer. The Employer shall notify the Union in writing at least 30 days in advance of any such sale, lease, transfer, or assignment.

RECOMMENDATION 35
POLITICAL ACTION COMMITTEE DEDUCTIONS

Section 1. The Employer agrees to deduct from the paycheck of Supervisors covered by this Memorandum voluntary contributions to the Union's Political Action Committee. The Employer shall make such deductions only in accordance with the written authorization of respective Supervisors which shall specify the amount, frequency and duration of the deductions.

Section 2. The Employer shall transmit the monies deducted in accordance with this Recommendation to the Union's Political Action Committee in accordance with the procedures agreed to by the Employer and the Union.

Section 3. The Union shall reimburse the Employer for the Employer's actual cost for the expenses incurred in administering this Recommendation.

Section 4. The Union 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 Recommendation.

RECOMMENDATION 36
PRESERVATION OF SUPERVISORY UNIT WORK

Section 1. The provisions of Sections 1 through 6 of this Recommendation shall apply only to supervisory unit work performed on July 1, 1996 by Supervisors in the supervisory unit formerly represented by AFSCME and currently by the FOP in the Fish and Boat Commission.

Section 2. a. Except as provided in Section 7, the Employer shall not contract/assign supervisory unit work included in the scope of Section 1 to independent contractors, consultants or other non-supervisory unit state employees where (1) such contract/assignment would result in the layoff or downgrading of a Supervisor or (2) such contract/assignment would prevent the return to work of an available, competent Supervisor or (3) the duration of the work to be performed under the contract/assignment is expected to be more than 12 consecutive months or (4) the work is performed on an annually recurring basis; except for the reasons set forth in Subsection b.

b. The Employer may contract/assign supervisory unit work described in Subsection a. for any of the following reasons: (1) legitimate operational reasons resulting in reasonable cost savings or improved delivery of service, (2) legitimate operational reasons resulting from technological changes, or (3) where there are insufficient numbers of available, competent Supervisors on layoff on the applicable recall list within the commission to perform the required work.

Section 3. a. Except as provided in Section 7, the Employer shall not contract/assign supervisory unit work included within the scope of Section 1 which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of a Supervisor to independent contractors, consultants or other non-supervisory unit state employees except for the reasons set forth in Subsection b.

b. The Employer may contract/assign supervisory unit work described in Subsection a. for any of the following reasons: (1) legitimate operational reasons resulting in reasonable cost savings or improved delivery of service, (2) legitimate operational reasons resulting from technological changes, (3) or where there are insufficient numbers of available, competent Supervisors on layoff on the applicable recall list within the commission to perform the required work.

Section 4. The Employer shall provide the FOP with as much advanced notice as possible of a proposed contract/assignment of supervisory unit work included within the scope of Section 1 which meets the conditions set forth in Sections 2.a. or 3.a.

Section 5. At each site where a proposed contract/assignment of supervisory unit work is to occur and provided the work is included within the scope of Section 1 and meets the conditions set forth in Sections 2.a. and 3.a. local labor/management committees shall meet and discuss over the reasons for the contract/assignment. At this meeting the Employer shall provide to the FOP all information it has to support a claim (a) of reasonable cost saving or improved service, (b) of legitimate operational reasons resulting from technological changes, (c) that there are insufficient numbers of available, competent Supervisors on layoff on the applicable recall list within the commission to perform the required work, or (d) that the duration of the contract/assignment is not expected to exceed 12 consecutive months duration. The FOP 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 FOP, the Commission and the Office of Administration.

Section 6. The Employer agrees to meet and discuss regarding any contract/assignment involving work of the type historically and traditionally performed by Supervisors covered by the supervisory unit, but excluded by Section 1 of this Recommendation, upon request of the FOP and presentation by the FOP of an alternative which may result in reasonable cost savings or improved delivery of service.

Section 7. Non-FOP represented state employees may perform supervisory 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 8. The Employer and the FOP acknowledge the above represents the results of meet and discuss 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 supervisory unit work.

RECOMMENDATION 37
OUTSIDE EMPLOYMENT

Section 1. Supervisors shall be permitted to engage in outside employment during non-scheduled hours provided:

- a. Prior authorization is obtained;
- b. The scope of employment does not demean the image of the Pennsylvania Fish and Boat Commission;
- c. There is no conflict with the Supervisor's duties;
- d. The total amount of employment does not interfere with the Supervisor's ability to perform their duties properly.

Section 2. A Supervisor who submits a request for authorization to engage in outside employment shall receive a response to that request within three (3) weeks of its submission which approves it or denies it for reasons stated.

Section 3. Any requests for outside employment that are denied by the agency may be appealed via the process outlined in Management Directive 515.18, up to and including the Office of Administration.

RECOMMENDATION 38
ALTERNATIVE UNIT

If, at any time, members of this Unit are removed from coverage under this Act 195 Unit and are placed under coverage of an Act 111 Unit by action of the Pennsylvania Labor Relations Board, the Commonwealth and the FOP agree to continue the provisions of this Unit's Understanding until such time as Act 111 bargaining can occur which would address the inclusion of these employees in such a Unit.

RECOMMENDATION 39
INSTRUCTOR PAY

Section 1. Whereas it is beneficial to both the Employer and the Union to have qualified instructors in house, instructors, upon prior approval of their supervisor, shall be compensated for preparation time and actual instruction hours at a rate of one-half times their hourly pay rate in addition to their hourly pay. Travel time to and from the training site is compensable under this Section, up to a maximum of two hours per assignment.

Section 2. The following is a list of designated instructor positions:

- a. CPR – First aid
- b. Firearms
- c. Hazmat

- d. Handcuffing
- e. Unarmed self defense
- f. ASP
- g. OC Spray
- h. MPOETC, Act 120/180 mandatory legal updates
- i. Water Rescue Program
- j. Standard Field Sobriety Testing
- k. Water Survival Instructor

Section 3. The employer and the union agree to meet and discuss any additions to the list in Section 2 of this Recommendation.

Section 4. Management will make every reasonable attempt to equalize opportunities within each Training Instructor Discipline within each region. The parties will review this process every 6 months at the request of the Union, and make any necessary adjustment in the succeeding 6 months. Any disputes over this matter may be grieved through Step 2 of the grievance process as outlined in Recommendation 32.

Section 5. It is also understood that instructor/trainer assignments under this Recommendation are not exclusive to Assistant Regional Supervisors.

Section 6. Any time spent attending training as a participant is not compensable under this Recommendation. Similarly, time spent attending instruction in order to become certified as an instructor, or remain certified as an instructor, for a course listed in Section 2, or any course added as provided in Section 3 is not compensable under this Recommendation.

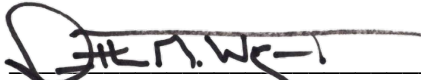
RECOMMENDATION 40
TERMINATION

This Memorandum shall be effective July 1, 2020 except where specifically provided that a particular provision will be effective on another date. This Memorandum shall continue in full force and effect up to and including June 30, 2021. 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 Employee Relations Act.


It is understood that this Memorandum does not and shall not constitute a collective bargaining agreement except as specifically provided herein.

FRATERNAL ORDER OF POLICE
PENNSYLVANIA CONSERVATION
POLICE OFFICERS
LODGE 114
FISH AND BOAT COMMISISON


COMMONWEALTH OF
PENNSYLVANIA



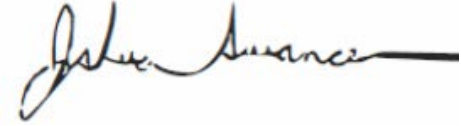
Jonathon M. Wyant, President
Conservation Police Officer's Lodge 114



Michael Newsome, Secretary
Office of Administration



Anthony Caputo, Esquire
FOP Lodge 114 Attorney



Joshua Swancer
Commonwealth Chief Negotiator

COMMONWEALTH OF PENNSYLVANIA
40 HOUR FISH AND BOAT OFFICERS PAY SCHEDULE
EFFECTIVE JULY 1, 2020
PAY SCALE TYPE FB

40

	P.S. LEVEL																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
FB03	24.47	24.99	25.53	26.12	26.70	27.32	27.89	28.53	29.15	29.83	30.48	31.17	31.85	32.52	33.30	34.04	34.80	35.56	36.36	37.14
Hourly																				
Biweekly	1,957.60	1,999.20	2,042.40	2,089.60	2,136.00	2,185.60	2,231.20	2,282.40	2,332.00	2,386.40	2,438.40	2,493.60	2,548.00	2,601.60	2,664.00	2,723.20	2,784.00	2,844.80	2,908.80	2,971.20
Annual*	51,054	52,139	53,266	54,497	55,707	57,000	58,190	59,525	60,819	62,237	63,593	65,033	66,452	67,850	69,477	71,021	72,607	74,192	75,862	77,489

APPENDIX B

RULES OF THE ACCELERATED GRIEVANCE PROCEDURE

RULE 1 - THE JOINT PENNSYLVANIA STATE COMMITTEE

Section 1. Function

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

Section 2. Composition

The Joint Pennsylvania State Committee shall be made up of an equal number of representatives selected by the respective parties, with half being designated by the FOP and half designated by the Commonwealth, from persons not directly involved in the case. Each Committee Panel will consist of a total of six (6) members, three (3) appointed by the Commonwealth and three (3) appointed by the FOP. In addition, each party shall designate one of its Committee representatives as a Co-Chairperson for the purpose of ensuring the orderly execution of the established procedures.

RULE 2 - MEETING DOCKETS

A docket indicating the cases scheduled to be heard at each Joint State Committee meeting will be furnished by the Office of Administration, Bureau of ~~Labor~~ Employee Relations at least 10 days prior to the date of each meeting. Copies are to be provided to the FOP and the Fish and Boat Commission.

Once the docket has been prepared and distributed to all interested parties, no additional cases can be added to the docket for that meeting, unless agreed upon by the parties. If the Co-Chairperson for the FOP and the Co-Chairperson for the Commonwealth mutually agree that a case may be heard by the Joint State Committee on short notice, then such case will be placed on a supplemental docket prior to the Joint State Committee meeting.

A discharged officer or officers in cases of conflicting seniority claims shall be notified within a reasonable time prior to the hearing by the party filing the grievance of the time and place of the grievance meeting, and of the officer's rights, including the right to be present at such hearing. In the event the FOP or Commonwealth does not give notice to the officer, the Committee nevertheless may, in its discretion, hear and decide the case.

RULE 3 - PROCEDURES ON GRIEVANCES

Section 1. Filing of Grievances

A grievance shall be reduced to writing by the FOP and filed with the Pennsylvania Fish and Boat Commission Labor Relations Coordinator.

Section 2. Selection of Panel

The FOP and the Commonwealth will select their respective Co-Chairpersons. The position of Acting Chairperson for each Joint State Committee meeting will be alternately filled by each side. Each Co-Chairperson shall select his/her panel members to hear each case on the docket. Any Joint State Committee panel hearing a case shall consist of three representatives designated by each party, and at all times shall consist of an equal number of Commonwealth and FOP representatives.

In the event any case on the docket affects the work location of any member of the panel, then such panel member shall be removed from the panel for that case and the appropriate Co-Chairperson shall designate another member of his/her group to the Committee to hear that particular case.

No representative of either side who participated in the prior hearing of the case at Step 1 shall be permitted to act as a member of the panel hearing the case at Step 2.

Section 3. Settlements

If a case, after being placed on the Joint State Committee's docket for a particular meeting, is settled by the parties involved, each party shall inform the Co-Chairpersons of the Joint State Committee of the settlement before the meeting when such case is scheduled to be heard.

Section 4. Postponement of Cases

Postponement of cases on the agenda of a Joint State 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 by the Joint State Committee, unless the Committee Co-Chairpersons mutually agree to issue a Committee postponement.

Section 5. Default

In the event either party in a dispute fails to appear before the Joint State Committee or a panel thereof without an authorized postponement, the Joint State 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 docket and will be called again after all of the cases preceding it have been heard. At that time when the case is called for the second time, if the party again fails to appear, the Committee shall render a default decision in favor of the appearing party.

RULE 4 - OPERATION OF JOINT PENNSYLVANIA STATE COMMITTEE

Section 1. Rules

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

Section 2. Order of Cases

Docketed discharge cases will normally be heard first during the time period scheduled for the Joint State Committee. All other cases will be heard by the Joint State Committee in the order they appear on the docket, unless the Chairpersons mutually agree otherwise.

Section 3. 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 written witness statements. However, these witness statements must contain the following statement:

"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 and no later than 48 hours prior to the scheduled meeting of the Joint State Committee. 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 State 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 State 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 FOP 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 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 information, the panel members will be free to ask questions of the parties. Each party will then briefly summarize its respective case, if necessary. The panel of the Joint State Committee will then 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 respective Joint State 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 shall not exceed one hour in duration.

Section 5. Minutes

The Commonwealth Co-Chair shall prepare 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 decisions shall be provided to the FOP and the Fish and Boat Commission. Minutes for the Joint State Committee will be approved at the next meeting of the Committee and will form the official record of the Committee action.

Section 6. Meeting Time

The Joint Pennsylvania State Committee shall meet on a quarterly basis, unless otherwise mutually agreed.

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ADMINISTRATION

May 31, 2019

Jonathan M. Wyant, President
Conservation Police Officer's Lodge 114
457 Quail Ln
Cogan Station, PA 17728

RE: Alternative Discipline Program

Dear Mr. Wyant:

As agreed to between the parties, and in accordance with the provisions of Article 25, Section 5 and Recommendation 24, Section 6, the Conservation Police Officer's Lodge 114 (Fish) and the Commonwealth agree to expand the Alternative Discipline Program. It is understood that the tenets of Article 25, Section 1 and Recommendation 24, Section 1, regarding just cause will continue to apply. Appeal procedures will not be affected by the Alternative Discipline Program.

Effective 30 calendar days from the signing of this side letter, the Alternative Discipline Program will encompass discipline for other infractions beyond those related to time and attendance, work performance, and failure to pay Corporate Card bill after reimbursement of eligible expenses has been made by the Commonwealth.

The Alternative Discipline Program will differ from the traditional progressive discipline steps by replacing suspensions without pay with the following:

1. Level 1 Letter: Signed by the Agency Head or designee, this letter will identify the employee's alleged misconduct, alert the employee that continuation of this problem will result in more severe disciplinary action, and identify the employee's appeal rights.

This letter will clearly state that this action is in lieu of the traditional suspension without pay but has the effect of such a suspension.

2. Level 2 Letter: This letter, signed by the Agency Head or designee, will identify the employee's alleged misconduct, alert the employee that this is his/her final notice and that failure to correct this problem will result in termination, and identify the employee's appeal rights.

This letter will clearly state that this action is in lieu of the traditional suspension without pay but has the effect of such a suspension.

Additionally, copies of all Level 1 and Level 2 letters issued to employees covered by this program shall be sent to the Conservation Police Officer's Lodge 114. It is the understanding of the parties that the expansion of the program is not intended to alter or in any way modify existing progressions of discipline that may exist in the agency.

SECRETARY

The parties also recognize that special or unusual situations could develop which do not readily lend themselves to the Alternative Discipline Program. These situations could include, among others, occasions where the circumstances of alleged conduct are such as to require the employee's immediate removal from the workplace, situations where an employee is suspended without pay pending investigation of suspected misconduct, or where the serious and/or egregious nature of the offense warrants a traditional suspension without pay. Consequently, if the Commonwealth deems circumstances warrant it, a traditional suspension without pay could be imposed in lieu of the Level 1 or Level 2 letters. In such circumstances, advance notification shall be given to the Union.

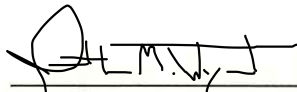
The parties intend for this side letter of agreement to be incorporated into the collective bargaining agreement as an appendix.

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

Sincerely,



Michael Newsome, Secretary
Office of Administration



Jonathan M. Wyant, President

5 August 2019

Date

copy: V. Reid Walsh, Deputy Secretary for Human Resources and Management, OA
John P. Gasdaska, Director, Office of Employee Relations and Workforce Support, OA
Maxine Johnson, PA Fish and Boat Commission, Human Resource Director

Pennsylvania Game Commission and Fish & Boat Commission

HEART AND LUNG BENEFIT PROCEDURES

Scope. These procedures apply to employees who hold the following job classifications and are injured at work. Disputes concerning the application, meaning, or interpretation of the procedures shall remain subject to the procedures set forth in Article 32 of the Collective Bargaining Agreement, except as modified herein. Disputes concerning or relating to entitlement to benefits under Act of June 28, 1935, P.L. 477, No. 193, *as amended*, 53 P.S. §§ 637-638 (the “Heart and Lung Act” or “Act”), including both the initial eligibility for benefits and the continuing eligibility for benefits, shall be governed by the procedures set forth herein, and shall become effective December 26, 2016.

List groups of employees. (Game Commission Classifications Covered: Wildlife Conservation Officer, Game Land Management Group Supervisor, Game Conservation Officer Supervisor, Wildlife Conservation Officer Training Coordinator and Wildlife Conservation Officer Law Enforcement Coordinator) (Fish and Boat Commission Classifications Covered: Waterway Conservation Officer and Assistant Regional Supervisor).

Initial Claims.

1. Employees shall report all work-related injuries to his/her supervisor as soon as possible after an injury occurs.
2. Supervisors will provide the employee with a list of designated health care providers for the treatment of the injury and the employee will select a healthcare provider from the list to treat with for the first 90 days of the work-related injury.
3. Supervisors will promptly enter the injury data to the commonwealth’s electronic reporting system within SAP under Supervisor Self Service.
4. The employee must submit to the commonwealth any signed authorizations/releases necessary for the commonwealth to obtain medical reports, medical records, medical bills, employment records or any other records, documents or information that are relevant to the claim. This is in addition to any release(s) that may be requested by the Commonwealth’s claims administrator.
5. The Human Resources Director or designee will review the injury information for applicability under the Heart and Lung Act and either approve or deny the claim for Heart and Lung Act benefits within twenty-one (21) calendar days of receipt of the initial claim. If the claim should be denied, the employee will have the right to appeal the denial of the claim as provided herein.
 - a. Conditional denials will be issued when the commonwealth does not have sufficient information to accept or deny the claim or is not provided with requested information, forms, and medical information. The conditional denial will be reconsidered once all relevant information is obtained.
 - b. An employee’s failure to provide information, after being notified by the commonwealth of the need for additional information, shall stay the commonwealth’s obligation to respond to the claim until such information is received. Failure to submit requested information within thirty (30) calendar days of the request shall result in a denial of the claim.

c. In the event the commonwealth denies or conditionally denies a claim, a "Notice of Denial" will be mailed to the employee at his/her address of record and the FOP 114 contact as designated/provided by the union. Such notice will advise the employee of the right to file an appeal.

6. The commonwealth shall have the right to have an employee examined by a physician of the commonwealth's choosing prior to accepting a claim. This initial medical examination shall be scheduled within twenty-one (21) calendar days following the claim for benefits, and it shall in no way prejudice the commonwealth's right to require additional medical examinations. If an examination is conducted, the approval or denial of the claim will not be issued until after the examination results are received. However, if the results of the examination are not provided to the commonwealth within thirty (30) calendar days of the examination, the commonwealth will issue a formal denial, which may be reconsidered when the report is received.

Modifications, Terminations, and Other Changes.

1. The commonwealth shall have the right to an independent medical examination(s) of the employee by a health care provider of the commonwealth's choice upon reasonable notice to the employee. Said examination(s) shall only be conducted once every six (6) months or when information indicates that the condition may have changed and one prior to arbitration. Upon receipt of the examination report, the commonwealth shall provide the employee with a copy of the report and any other document issued by the health care provider.

2. The commonwealth shall have the right to monitor an employee's absence and medical treatment while receiving Heart and Lung Act benefits, which includes requiring medical documentation for each absence.

3. Despite a grant or award of initial benefits, the commonwealth retains the right to periodically review an employee's continued eligibility for Heart and Lung benefits, in whole or in part, including but not limited to modification of benefits, suspension of benefits, reinstatement of benefits, termination of benefits, review of benefits, or any matter relating to medical examinations or medical treatment, reasonableness or relatedness of medical treatment, discovery of evidence or the meaning or application of the Act.

4. Benefits conferred pursuant to the Heart and Lung Act shall not be modified, changed, or terminated without either the consent of the employee or an award or order of an arbitrator selected under the process provided herein. The commonwealth shall notify an employee of any intended modification, change or termination of benefits. If the employee does not agree to the modification, change or termination of benefits, the employee may file an appeal as provided herein.

Appeals.

1. Upon receipt of a notice of denial, modification, or termination of benefits with which the employee does not agree, the employee shall have thirty (30) calendar days to appeal the determination. All appeals shall be made in writing to the Human Resources Director. When an appeal is not made within this timeframe, the employee will be deemed to have agreed to the denial, modification, or termination of benefits.

2. When an appeal is received, it will be considered a "grievance" within the meaning of Article 32 and shall be resolved by the utilization of the procedure beginning at Step 3, arbitration.

a. If the selected arbitrator cannot hear the appeal within ninety (90) calendar days, the parties agree to select another arbitrator using the same procedures identified above.

b. 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 grievance 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.

3. The commonwealth agrees that up to the date of the scheduled arbitration the employee shall have the right to request reconsideration of a denial, termination or modification of benefits and submit additional information including, but not limited to, updated medical reports.

Arbitration Hearing.

1. It is the intent of both parties to provide a hearing within ninety (90) calendar days of the filing of any appeal or petition and that all evidence be presented at such hearing unless either party requests an extension to leave the record upon for submission of additional medical reports and/or testimony.

2. All witnesses shall testify under oath administered by the arbitrator.

3. At the request of either party, a stenographic record will be kept of all arbitration hearings and depositions. The parties shall pay for their own copies of any requested transcripts and split the fee for the arbitrator's copy.

Subpoenas.

1. Either party may request that the assigned arbitrator issue a subpoena to compel the attendance of a witness or require the production of any documents, records, or items relevant to the proceeding at a scheduled hearing or deposition.

2. The arbitrator may, upon the filing of written objections by any person served with a subpoena or any party in interest within fourteen (14) calendar days of the service of a subpoena, and upon due notice to all parties in interest and an opportunity to be heard, quash, or limit the scope of any subpoena issued or served.

Evidence.

1. Any party who intends to offer the following documents in evidence must give the other party fourteen (14) calendar days-notice of such intent accompanied by a copy of the document:

a. bills, records and reports of medical providers, including but not limited to, records of hospital, doctors, dentists, registered nurses, licensed practical nurses and physical therapists or other licensed health care providers;

b. bills for drugs, medical appliances, and prescriptions;

c. salary and absence records.

2. The above documents are presumed admissible without the need for additional testimony unless an objection to the document's admissibility is made. A party may object, in writing to the opposing party and the arbitrator, to the use of any of the above documents seven (7) calendar days prior to the hearing. The arbitrator shall rule on any objection and, if necessary, provide the offering party an opportunity to present a witness to testify regarding such document(s).

Medical Reports and Depositions/Testimony.

1. The parties may agree to use medical reports in lieu of live testimony. Any party may, but is not required to, take the oral deposition of any medical expert, or treating physician at any time subsequent to the initiation of proceedings hereunder in order to establish any disputed issue regarding any pending claim. The party taking the deposition shall solely be responsible for the costs/fees of the deposition. Notice of the intent to take such depositions shall occur at least twenty-one (21) calendar days prior to the deposition date or another time period mutually agreed to by the parties. Any party may, but is not required to, present medical testimony at the arbitration hearing.

2. Any party may object to the oral deposition, or use of live medical testimony at a hearing at least fourteen (14) calendar days prior to the scheduled date of the deposition or the arbitration, respectively.

a. The objection must be in writing, set forth the grounds for the objection and be served upon the arbitrator and opposing party.

b. The arbitrator shall, after giving the parties due notice and opportunity to be heard, rule on the objection prior to the deposition or hearing.

c. The arbitrator is not required to hold a hearing on the objection, but instead may require that all arguments and responses be submitted in writing. The arbitrator may also, at his discretion, schedule a phone conference to rule on any disputes regarding depositions or live testimony.

d. Service of the objection to a deposition or live testimony shall stay the deposition or live testimony until such time, as it is ordered by an arbitrator to be held.

3. Transcripts of oral depositions will be presumed admissible unless the opposing party objects in writing prior to the hearing.

Briefs.

1. The arbitrator may require and the parties may submit proposed findings of fact, conclusions of law and legal briefs or memoranda to the arbitrator for review and consideration.
2. If the arbitrator requires submissions referred to in paragraph (1), such submissions should be made within twenty (20) calendar days following the completion of the evidentiary portion of the case unless the arbitrator grants an extension of time.

Authority of the Arbitrator.

1. The arbitrator shall have the authority to grant, deny, or modify any appeal for benefits. The arbitrator shall have the additional authority to terminate, suspend or modify benefits, rule on the reasonableness and necessity of medical treatment, compel the production of documents, compel the submission to medical examinations, or to order any other action deemed necessary to expedite a fair and final resolution of any claim or petition. The arbitrator's authority to award economic remedies is limited to the remedies available under the Act.
2. The arbitrator shall neither add to, subtract from, nor modify the provisions of the Collective Bargaining Agreement or these procedures. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration, i.e. the employee's eligibility for benefits (including but not limited to modification of benefits, suspension of benefits, reinstatement of benefits, termination of benefits, review of benefits, or any matter relating to medical examinations or medical treatment, reasonableness or relatedness of medical treatment, discovery of evidence or the meaning or application of the Act to a member of the FOP).
3. The decision of the arbitrator shall be final and binding on both parties and the arbitrator shall be bound by judicial opinions interpreting the Act unless contrary to the terms of the collective bargaining agreement. The arbitrator shall be requested to issue the decision within thirty (30) calendar days after the hearing or receipt of the transcript of the hearing or date briefs were submitted, whichever is later.
4. Following the conclusion of the case, the arbitrator shall issue a written decision and supporting opinion as expeditiously as possible. It shall contain findings of fact, conclusions of law, and an appropriate order based upon the evidence of record. The arbitrator shall provide reasons for any credibility findings or rulings.

Time Limits.

All time limits contained in this procedure may be extended by agreement of the parties. The granting of any extension at any step shall not be deemed to establish precedent.

FOP 114 Heart and Lung Arbitration Appeal Form

1. Name _____

2. Address _____

3. Phone Number (____) _____

4. Personnel Number _____

5. Describe your injury (including the date, time, and location it occurred.)

6. Describe why you believe your injury entitles you to benefits?

7. Describe why you believe your injury disables you from working.

8. List any and all witnesses to your injury.

9. List the name and address of all medical providers (including hospitals) where you have received treatment for this injury.

10. Have you returned to work? Yes _____ No _____

If so, on what date? _____

If so, to what type of duty? Modified _____ Full _____

If released to work with restrictions, please identify the restrictions.

CLAIMANT

DATE