

AGREEMENT
BETWEEN
COMMONWEALTH OF PENNSYLVANIA

AND

FRATERNAL ORDER OF POLICE
LODGE #85 (CAPITOL POLICE)

July 1, 2019 to June 30, 2023

TABLE OF CONTENTS

	PAGE
PREAMBLE	4
ARTICLE 1 – RECOGNITION	4
ARTICLE 2 – MANAGEMENT RIGHTS	4
ARTICLE 3 – UNION SECURITY	5
ARTICLE 4 – DUES DEDUCTION	5
ARTICLE 5 – HOURS OF WORK	6
ARTICLE 6 – SALARIES AND WAGES	6
ARTICLE 7 – SHIFT DIFFERENTIAL	10
ARTICLE 8 – CALL-TIME	10
ARTICLE 9 – OVERTIME	11
ARTICLE 10 – COURT TIME	13
ARTICLE 11 – STANDBY TIME	14
ARTICLE 12 – HOLIDAYS	14
ARTICLE 13 – LEAVES OF ABSENCE	17
ARTICLE 14 – LEAVES OF ABSENCE WITHOUT PAY	17
ARTICLE 15 – PERSONAL LEAVE (VACATED)	18
ARTICLE 16 – VACATIONS	18
ARTICLE 17 – SICK LEAVE AND BEREAVEMENT LEAVE	22
ARTICLE 18 – WORK-RELATED INJURIES	25
ARTICLE 19 – CIVIL LEAVE	28
ARTICLE 20 – MILITARY LEAVE	29
ARTICLE 21 – FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE	32
ARTICLE 22 – UNIT WORK	36
ARTICLE 23 – LIFE INSURANCE	37
ARTICLE 24 – HEALTH BENEFITS	37
ARTICLE 25 – CLASSIFICATION	45
ARTICLE 26 – DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE	47
ARTICLE 27 – GRIEVANCES AND ARBITRATION	48
ARTICLE 28 – SENIORITY	51
ARTICLE 29 – UNIFORMS, CLOTHING AND EQUIPMENT	54
ARTICLE 30 – EATING AND SANITARY FACILITIES	55
ARTICLE 31 – DISCRIMINATION	56
ARTICLE 32 – FOP BUSINESS	56
ARTICLE 33 – PEACE AND STABILITY	56
ARTICLE 34 – RETIREMENT	57
ARTICLE 35 – AFFIRMATIVE ACTION	57
ARTICLE 36 – SAFETY AND HEALTH	57
ARTICLE 37 – PERSONNEL FILES AND RATINGS	57
ARTICLE 38 – LEGAL AID	58
ARTICLE 39 – TRAVEL EXPENSES	58
ARTICLE 40 – DISTRIBUTION OF BOOKLET	58

ARTICLE 41 – MISCELLANEOUS PROVISIONS	59
ARTICLE 42 – SECURITY	60
ARTICLE 43 – BILL OF RIGHTS	60
ARTICLE 44 – LEAVE DONATION PROGRAM	61
ARTICLE 45 – TERM OF AGREEMENT	65
APPENDIX A – PAY SCHEDULE, EFFECTIVE JULY 1, 2019	66
APPENDIX B – PAY SCHEDULE, EFFECTIVE OCTOBER 1, 2020	70
APPENDIX C – PAY SCHEDULE, EFFECTIVE OCTOBER 1, 2021	74
APPENDIX D – PAY SCHEDULE, EFFECTIVE OCTOBER 1, 2022	78
APPENDIX E – ORGANIZATIONAL SENIORITY UNITS	82
APPENDIX F – CLASSIFICATION TITLES	83

PREAMBLE

This Agreement entered into by Fraternal Order of Police, Lodge #85, hereinafter referred to as FOP, and the Commonwealth of Pennsylvania, hereinafter referred to as the Employer, has as its purpose the promotion of harmonious relations between the FOP and the Employer; the establishment of an equitable peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 RECOGNITION

Section 1. The FOP is recognized as the exclusive representative for collective bargaining purposes for officers within the classifications included under the certification of the Pennsylvania Labor Relations Board, docketed as PF-R-4-C, as amended.

Section 2. This Agreement and the term "officer" when used in this Agreement pertain only to those persons falling within classifications covered by the certification referred to in Section 1 of this Article.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Except as modified by this Agreement, 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.

Matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Employer, standards of service, its' overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

Section 2. The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

**ARTICLE 3
UNION SECURITY**

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

- a. The officer shall send a certified letter of resignation (return receipt requested) along with the official membership card of the FOP to the FOP headquarters as well as a copy by regular mail to their agency personnel office.
- b. The letter shall be postmarked during the 15 day period prior to the expiration date of this Agreement and shall state that the officer is resigning membership in the FOP and where applicable is revoking the dues check-off authorization.

**ARTICLE 4
DUES DEDUCTION**

Section 1. The Employer agrees to deduct the FOP biweekly membership dues and an annual assessment, if any, from the pay of those officers 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 FOP, and the Employer shall deduct dues at this rate from the members' regular biweekly salary and wages (including retroactive salary/wage payments and lump sum payments made pursuant to Article 6, Salaries and Wages). The aggregate deductions of all officers shall be remitted together with an itemized statement to the FOP by the last day of the succeeding month, after such deductions are made. This authorization shall be irrevocable by the officer during the term of this Agreement. When revoked by the officer in accordance with Article 3, the Employer shall halt the check-off of dues effective the first full pay period following the expiration of this Agreement.

Section 2. The officer's written authorization for dues payroll deductions shall contain the officer's name, social security number, agency in which employed, work location (institution, district, bureau, etc.), FOP name and local number.

Section 3. Where an officer 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 Section 1 above, deduct the FOP membership dues that are due and owing for the period for which the officer receives back pay.

Section 4. The Employer shall provide the FOP, on a quarterly basis, a list of all officers in the bargaining unit represented by the FOP. This list shall contain the officer's name, social security number, address, agency in which employed, class code, work location (institution, district, bureau, etc.) and whether the officer is a member or non-member.

Section 5. The FOP 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 any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 5 HOURS OF WORK

Section 1. All officers are engaged in seven-day operations which are defined as activities for which there is regularly scheduled employment for seven days a week. The work week shall consist of any five days within a consecutive seven calendar-day period.

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

Section 3. The work shift shall consist of 8 work hours within a pre-established work schedule.

Section 4. The regular hours of work for any shift shall be consecutive.

Section 5. a. Work schedules showing the officers' shifts, work days, and hours shall be posted on applicable departmental bulletin boards. Except for emergencies and training, changes shall be posted two weeks in advance.

b. The Employer may change the start time of a scheduled shift if the affected officer is given at least 24 hours' notice. This shall not be applicable to the outright changing of an officer's shift (e.g., from first platoon to second platoon) or to changing an officer's scheduled day off.

Section 6. In the event of a change in shift from a pre-established work schedule, officers must be off regularly scheduled work for a minimum of 16 hours.

Section 7. The Employer will maintain records of past work schedules for a minimum of one (1) year after the time period covered by the schedule(s) in question. Such records shall be made available for an officer to review upon request to their Platoon Leader.

ARTICLE 6 SALARIES AND WAGES

Section 1. The base wage for each officer covered by this Agreement who is in an active pay status will be increased as follows:

a. Effective July 1, 2019, the existing pay schedule shall be adjusted as reflected in Appendix A.

(1) Step increments B and D shall be deleted and the remaining increments will be re-lettered accordingly.

- (2) Officers in their 2nd year of employment within the bargaining unit shall be moved to new Step B (old Step C).
 - (3) Officers in their 3rd year of employment within the bargaining unit shall be moved to new Step C (old Step E).
 - (4) Officers in their 4th year of employment within the bargaining unit shall be moved to the first longevity step.
 - (5) Officers in their 5th year of employment within the bargaining unit shall be moved to the second longevity step.
 - (6) Officers already in longevity (more than 5 years of service within the bargaining unit) shall move up two (2) longevity steps.
 - (7) The base rate, Step C, for Capitol Police Patrolman shall be increased by 3%. Step A shall represent 80% of the maximum base rate. Step B shall represent 90% of the maximum base rate.
 - (8) The base rates for Steps A through C for Capitol Police Corporal shall be 11% greater than the base rates for Steps A through C for Capitol Police Patrolman.
 - (9) The base rates for Steps A through C for Capitol Police Sergeant shall be 11% greater than the base rates for Steps A through C for Capitol Police Corporal.
 - (10) The base rates for Steps A through C for Capitol Police Lieutenant shall be 11% greater than the base rates for Steps A through C for Capitol Police Sergeant.
- b. Effective October 1, 2020, the existing pay schedule shall be adjusted as reflected in Appendix B.
- (1) The Step C rate for Capitol Police Patrolman shall be increased by 2%.
 - (2) All other rates shall be calculated in accordance with Section 1.a.(7)-(10), above.
- c. Effective October 1, 2021, the existing pay schedule shall be adjusted as reflected in Appendix C.
- (1) The Step C rate for Capitol Police Patrolman shall be increased by 2.5%.

- (2) All other rates shall be calculated in accordance with Section 1.a.(7)-(10), above.
- d. Effective October 1, 2022, the existing pay schedule shall be adjusted as reflected in Appendix D.
 - (1) The Step C rate for Capitol Police Patrolman shall be increased by 2.5%.
 - (2) All other rates shall be calculated in accordance with Section 1.a.(7)-(10), above.

Section 2. An officer in an inactive pay status shall, upon return to active status, be entitled to the above general pay increases outlined in Section 1 where applicable.

Section 3. The salaries of officers shall be paid bi-weekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

Section 4. An officer's performance rating shall not be used in determining entitlement to a service increment. The increment shall be granted solely on the basis of service on the officer's anniversary date. The definition of anniversary date ("annual performance/increment date") that is in effect on the date of this Agreement in the Commonwealth's Personnel Rules shall apply.

Section 5. In addition to the base salary, officers shall be entitled to longevity in accordance with the following terms:

a. An officer's performance rating shall not be used in determining entitlement to a longevity level increase. The longevity level increase shall be granted solely on the basis of service on the officer's longevity date. The definition of longevity date that is in effect on the date of this Agreement in the Commonwealth's Personnel Rules shall apply.

b. Pursuant to Section a. above, in addition to base salary, officers shall be entitled to the longevity rate indicated for their years of service in the following table:

Over 3 years	-	5%
Over 4 years	-	6%
Over 5 years	-	7%
Over 6 years	-	8%
Over 7 years	-	9%
Over 8 years	-	10%
Over 9 years	-	11%
Over 10 years	-	12%
Over 11 years	-	13%
Over 12 years	-	14%
Over 13 years	-	15%
Over 14 years	-	16%
Over 15 years	-	17%

Over 16 years -	18%
Over 17 years -	19%
Over 18 years -	20%
Over 19 years -	21%
Over 20 years -	22%
Over 21 years -	23%
Over 22 years -	24%
Over 23 years -	25%
Over 24 years -	26%
Over 25 years -	27%
Over 26 years -	28%
Over 27 years -	29%
Over 28 years -	30%

c. As soon as practicable following the proper execution of this Agreement, officers who are already in the longevity progression (over 5 years of service within the bargaining unit) as of July 1, 2019, will receive a one-time cash payment equivalent to the annual amount of a 1.35% increase, rounded to the nearest dollar.

Section 6. Upon promotion, an officer will be placed on the appropriate pay scale at the same step and longevity level as that held prior to the promotion.

Section 7. All officers will be required to sign up for direct deposit of paychecks and travel expense reimbursement.

Section 8. Officers will receive a 5% salary differential for periods of time served in the K-9 unit.

Section 9. Effective July 1, 2019, there shall be Steps denoted as First Class and Master Class. Patrolmen shall advance to Patrolman First Class after ten (10) years of service within the bargaining unit and shall be furnished with a clearly noticeable uniform insignia to denote their status. The differential rate for Patrolman First Class shall be 1.5% above the Step C (old Step E) rate upon commencement of their eleventh (11th) year of credited service within the bargaining unit. The appropriate longevity increment based on total years of service shall then be applied to that rate.

The Master Class differential shall be 3% above the Step C (old Step E) rate upon commencement of their twenty-first (21st) year of credited service within the bargaining unit. The appropriate longevity increment based on total years of service shall then be applied to that rate. Patrolmen who advance to the Master Class shall be furnished with a clearly noticeable uniform insignia to denote their status.

**ARTICLE 7
SHIFT DIFFERENTIAL**

Section 1. a. Prior to the first full pay period in January 2020, an officer whose 8 hour work shift on a scheduled work day begins before 6:00 a.m. or at or after 12:00 noon will be paid a shift differential of \$1.00 per hour for all hours worked on that shift.

b. Effective with the start of the first full pay period in January 2020, an officer whose 8 hour work shift on a scheduled work day begins before 6:00 a.m. or after 12:00 noon will be paid shift differential for all hours worked on that shift in accordance with the rates outlined in Section 2.

Section 2. a. The shift differential rate for full shifts which begin at or after 8:00 p.m. and before 6:00 a.m. will be \$1.15 per hour.

b. The shift differential rate for full shifts which begin at or after 12:00 Noon and before 8:00 p.m. will be \$1.25 per hour.

Section 3. a. Prior to the first full pay period in January 2020, officers who work overtime before or beyond a regularly assigned shift will receive a shift differential for the overtime hours worked before 6 a.m. or after 12:00 noon in accordance with Section 1.a. The shift differential will be included in the base rate for the purpose of computing the appropriate overtime premium rate.

Effective with the start of the first full pay period in January 2020, officers who work overtime before or beyond a regularly assigned shift will receive a shift differential rate, as outlined in Section 2, for the overtime hours worked before 6 a.m. or after 12:00 noon. The shift differential, at the appropriate rate, will be included in the base rate for the purpose of computing the appropriate overtime premium rate.

**ARTICLE 8
CALL TIME**

Section 1. Officers who have been called into work outside of their regular shift schedule by any means shall be guaranteed a minimum of four hours' work. Call time pay begins when the officer reports to the assigned work site ready for work. There shall be no duplication of hours.

Section 2. Officers who may be subject to call to respond to the scene of an incident directly from their residence shall be permitted to take to their residence that equipment which is reasonably necessary to adequately and safely respond, including uniform, firearm, leather gear and radio.

Section 3. Call time shall be paid for at whatever rate is appropriate.

Section 4. Pre-scheduled overtime shall not be considered call time.

ARTICLE 9 OVERTIME

Section 1. One and one-half of the officer's regular hourly rate of pay shall be paid for work under the following conditions:

- a. For any work performed in excess of eight hours in any work day or in excess of 40 hours in any work week.
- b. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsection a. of this Section.

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

- a. Hours worked, excluding standby time.
- b. Holidays, except 1) Where the Employer exercises its option to pay for a holiday which occurs on an officer's day off in lieu of granting time off with pay or the officer consents to forego a day of paid leave. 2) Where the officer is paid for compensatory time earned as a result of working a holiday.
- c. Annual leave.
- d. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- e. Sick leave.
- f. Civil leave.
- g. Administrative leave.

Section 3. Double an officer's regular hourly rate of pay shall be paid to officers on a five-day-per-week schedule for hours worked on the second scheduled day off in the work week provided the officers are in an active pay status on their five regularly scheduled work days and work their first scheduled day off in the work week. If such officers are in an active pay status their next five regularly scheduled work days and work their next scheduled day off or their next two scheduled days off, they shall be paid double time for hours worked on those days.

Section 4. By mutual agreement between the Employer, the FOP and the officer 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 90 calendar day period succeeding the date on which the overtime is worked. The compensatory time off shall be scheduled for periods of time requested by the officer subject to management's responsibility to maintain efficient operations. If the compensatory time is not granted within this time period, the officer shall be compensated at the

appropriate rate of pay in lieu of paid time off. At any time, an officer may request payment for unused, unscheduled compensatory time.

Effective with the beginning of leave calendar year 2020, officers shall be permitted to accrue and request the use of any compensatory leave earned under this Section for up to seven (7) pay periods into the next leave calendar year, after which any such time accrued and left unused will be paid out to the employee at their rate of pay in effect at that time.

Section 5. The Employer will attempt to equalize overtime during each one-half calendar year between or among the officers within the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work among those officers who have stated a willingness to work overtime. In the event that there is an insufficient number of volunteers, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those officers who have had the least assigned overtime on a non-volunteer basis during that period. Seniority status in this regard shall be Classification Seniority. Nothing in this Section shall require the Employer to accept as a volunteer or to assign overtime to officers where they would be entitled to double time for such overtime work.

An officer declining overtime shall be credited with the overtime worked by the officer accepting or assigned to the overtime for equalization purposes. Officers may be passed over in order to comply with the equalization requirements.

An officer submitting a written statement of willingness to work overtime or withdrawing the written statement of willingness to work overtime after the beginning of a six-month equalization period shall be credited for equalization purposes with an amount of overtime equal to the maximum amount of credited overtime held by an officer in the same classification in the equalization unit at the time of submitting or withdrawing the statement.

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

Section 6. Payment for overtime is to be made on the pay day of the first pay period following the pay period in which the overtime is worked. For the purpose of this Section, and in the determination of this time, pay periods will be considered as after-the-fact.

Section 7. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked. Time worked on holidays during an officer's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of this Article.

Section 8. As soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All officers 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 officer's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the officer in cash. Amounts in excess of the maximum allowable amount will be paid to the officer in cash.

ARTICLE 10 COURT TIME

Section 1. Officers who are called to testify in court outside of their regular work shift schedule as a result of actions taken while performing their duties as a Capitol Police Officer shall be compensated for all hours worked at the appropriate rate of pay or a minimum of four hours' pay at the appropriate rate of pay, whichever is greater, provided one of the following criteria is met:

- a. The actions taken are within the Officer's jurisdictional boundaries as defined by the Employer.
- b. The actions taken are outside the Officer's jurisdictional boundaries but arise due to the need for the Officer to come to the assistance of: (1) Another Police Officer or (2) The general public in those situations where their health and safety is jeopardized.

There shall be no duplication of hours.

Section 2. Although court time generally begins when the officer reports to the courtroom at the time designated by the court for the officer to appear, the following will also count in calculating total compensatory court time:

- a. Reasonable travel time from headquarters to the site of the hearing if the hearing is in a city other than the city designated as headquarters.
- b. Reasonable time to pick-up witnesses and/or prisoners needed to testify at the hearing, if applicable.
- c. Reasonable time to prepare for court, if applicable.

Section 3. The provisions of Sections 1 and 2 shall not be applicable to officers who are called to testify in court outside of their regular work schedule as a result of police actions taken in assisting another police officer or protecting the general public during off-duty hours. However, officers will be eligible to receive compensatory time for all hours spent testifying. Documentation to support a request for compensatory time under this Section may be required.

Effective with the beginning of leave calendar year 2020, officers shall be permitted to accrue and request the use of any compensatory leave earned under this Section for up to seven (7) pay periods into the next leave calendar year, after which any such time accrued and left unused will be paid out to the employee at their rate of pay in effect at that time.

Section 4. The provisions of Article 8 (Call Time) and Article 11 (Standby Time) are not applicable to the time officers spend waiting to be called to testify, or to any time spent traveling to and from the court room except as outlined above.

ARTICLE 11 STANDBY TIME

Section 1. An officer is on standby during the period that the officer is required to remain at home and to be available for emergencies. Only officers who are required to be on standby are entitled to the compensation hereafter set forth. Such officers shall, at the Employer's discretion, either be paid twenty-five percent (25%) of their regular base pay for such standby time or receive compensatory time off equivalent to twenty-five percent (25%) of such standby time. Officers shall be considered to be on standby time until officially released. Standby time shall not be considered hours worked for the purpose of overtime computation. An officer shall not be considered to be on standby time while the officer is being paid for call time.

Section 2. Effective with the beginning of leave calendar year 2020, officers shall be permitted to accrue and request the use of any compensatory leave earned under Section 1 for up to seven (7) pay periods into the next leave calendar year, after which any such time accrued and left unused will be paid out to the employee at their rate of pay in effect at that time.

ARTICLE 12 HOLIDAYS

Section 1. The following days shall be recognized as paid 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

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those officers on a normal Monday through Friday work week employed at the Scranton State Office Buildings. For other than these officers, the holiday shall be deemed to fall on the day on which the holiday occurs.

Section 2. A permanent full-time officer shall be granted one day of paid leave on or in lieu of each of the holidays set forth in Section 1 provided the officer was in an active pay status for the last half of the officer's scheduled work day immediately prior and the first half of the officer's scheduled work day immediately subsequent to the actual holiday. If a holiday occurs while officers are on leave without pay under Article 14, Section 3, they shall be paid for the holiday provided the officers were in active pay status the last half of the officer's scheduled work day immediately prior and the first half of the officer's scheduled work day immediately subsequent to the leave without pay.

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

When a holiday occurs on an officer's scheduled day off, the officer shall receive one day of paid leave in lieu of such holiday; provided, however, that whenever the Employer determines that staffing requirements prevent granting paid leave, the officer shall be given an additional day's pay in lieu of a day of paid leave.

Section 3. If a permanent full-time officer works on any of the holidays set forth in Section 1 of this Article, except the Day after Thanksgiving, the officer shall be compensated at one and one-half times the officer's regular hourly rate of pay for all hours worked on said holiday. The officer shall receive paid time off for all hours worked on a holiday up to a full shift. If such time is worked during the officer's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 2 above. Paid time off for time worked outside the officer's regularly scheduled shift shall not be in lieu of such holiday pay.

If a permanent full-time officer works on the Day after Thanksgiving, the employee shall be compensated at the officer's regular hourly rate of pay for all hours worked on said holiday. The officer shall receive paid time off for all hours worked on the Day after Thanksgiving up to a full shift. If such time is worked during the officer's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 2 above. Paid time off for time worked outside the officer's regularly scheduled shift shall not be in lieu of such holiday pay.

In lieu of the compensation set forth above, the Employer may offer an officer who works on any of the holidays set forth in Section 1 above, the option to receive double time for all hours worked on the holiday. If an officer accepts this option, the officer will not receive paid time off or any other compensation for any hours worked on the holiday.

Section 4. a. Prior to the beginning of leave calendar year 2020, officers will be permitted to use paid time off awarded for working the holidays listed in Section 1 within 240 days succeeding the designated holiday provided the officer schedules the leave within the first 120 days following the worked holiday. Available compensatory time may be used by an officer for an emergency.

Officers may select the date on which they utilize their compensatory time awarded for working the holidays listed in Section 1 provided they have given the Employer one week's notice and the Employer will respect the requested selection time as long as it is not detrimental to the

efficiency of the operation. The Employer, in its sole discretion, may waive the one-week notice requirement. If the officer makes no attempt to schedule the earned paid time off within the 120 day period succeeding the holiday, such time will be scheduled by the Employer or paid for by the Employer at the officer's regular hourly rate of pay.

b. Effective with the beginning of leave calendar year 2020, officers shall be permitted to accrue and request the use of any holiday compensatory leave earned under this Article for up to seven (7) pay periods into the next leave calendar year, after which any such time accrued and left unused will be paid out to the employee at their rate of pay in effect at that time.

Section 5. An officer who is scheduled to work on a holiday and is absent for an unauthorized reason on that day, shall not be eligible to receive the holiday, holiday pay, or compensatory time off.

Section 6. Permanent part-time officers shall receive holidays on a pro-rata basis. Officers, at the option of the Employer, shall receive either pro-rated paid leave or shall be paid at their regular hourly rate of pay in lieu of such paid leave.

Permanent part-time officers shall be compensated at one and one-half times their regular hourly rate of pay for all hours worked on a holiday set forth in Section 1 above except the Day after Thanksgiving. Permanent part-time officers shall be compensated at their regular hourly rate of pay for all hours worked on the Day after Thanksgiving.

Section 7. Any permanent officer separated from the service of the Employer for any reason prior to taking accrued paid time off earned by working the holidays listed in Section 1, shall be compensated in lump sum for any unused paid time off the officer has accumulated up to the time of separation.

Section 8. Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all permanent officers 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 officer'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 officer their regular hourly rate of pay in lieu of such equivalent time off with pay.

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

Section 10. In no event shall an officer be entitled to duplicate holiday payment. Time worked during an officer's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 1 of Article 9 of this Agreement.

Section 11. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

Section 12. As soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All officers 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 officer's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the officer in cash. Amounts in excess of the maximum allowable amount will be paid to the officer in cash.

ARTICLE 13 LEAVES OF ABSENCE

Section 1. All time that an officer is absent from work shall be appropriately charged.

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

Section 3. All requests for leave must be submitted in writing to the officer'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 Article 16, Section 3 (relating to the selection period for annual leave), requests for any type of leave to which an officer is entitled under this Agreement and which is 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. For the purpose of this Article, the calendar year shall be defined as beginning with the officer's first full pay period commencing on or after January 1 and continuing through the end of the officer's pay period that includes December 31.

ARTICLE 14 LEAVES OF ABSENCE WITHOUT PAY

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

Section 3. FOP officials or elected delegates shall be granted up to six (6) weeks leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official FOP conventions or conferences.

Section 4. After completing one year of service, an officer 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 Article 18, Section 6 and in Article 21, Section 3, the officer is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Article 28, Seniority.

**ARTICLE 15
PERSONAL LEAVE (VACATED)**

This Article is hereby considered vacant by mutual agreement of the parties.

**ARTICLE 16
VACATIONS**

Section 1. a. Officers 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
where leave service credit
is earned)**

**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. Officers hired before October 10, 2012 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 Article include all hours paid except overtime, standby time, call-time, and full-time out-service training.

d. Officers shall be credited with a year of service for each twenty-six (26) pay periods completed in an active pay status, provided they were paid a minimum of one (1) hour in each pay period.

e. Officers may be eligible for up to one additional annual leave day to be earned at the beginning of the next leave calendar year provided the requirements of Article 17, Section 11 are met.

Section 2. Vacation pay shall be the officer's regular straight time rate in effect for the officer's regular classification.

Section 3. Vacations shall be scheduled and granted for periods of time requested by the officer subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of officers on vacation at the same time, the officer with the greatest seniority as it relates to total years of continuous service with the Employer in the bargaining unit in the Department at the work site shall be given the 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 January 1 through the end of February of each calendar year for vacations from March 1 through the end of February of the following year, unless there are subsequent agreements on the selection period. Requests for leave submitted during the selection period shall be answered within 20 calendar days after the end of the

selection period.

Officers will be permitted to request the use of up to one week (40 hours) of compensatory leave in accordance with the vacation selection procedures outlined in this Section, provided the officer has sufficient compensatory leave to cover the absence in their quota at the time the request is submitted.

All leave which is granted as a part of the Vacation Selection process outlined above shall be listed as such on the roster. In addition, records of all leave requests submitted during the Vacation Selection Period shall be maintained for a period of at least one (1) year and be made available for an officer's review upon request to their Platoon Leader.

Requests for annual leave not scheduled during the selection period will be acted upon by Management as received and scheduled on a "first-come, first-serve" basis.

Section 4. If a holiday occurs during the work week in which vacation is taken by an officer, the holiday shall not be charged to annual leave.

Section 5. Officers who become ill during their vacation will not be charged annual leave for the period of illness provided proof of such illness is furnished to the Employer upon return to work.

Section 6. Officers 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. As soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All officers 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 officer's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the officer in cash. Amounts in excess of the maximum allowable amount will be paid to the officer in cash.

Section 7. 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, officers will be permitted to carry over annual leave in excess of the forty-five (45) 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 335 day limitation contained in Article 17, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 8. If an officer is required to return to work after commencement of a prescheduled vacation, the officer shall be compensated at one and one-half times the officer's regular hourly rate of pay for all hours required to work on the prescheduled vacation day or days off. The officer shall be permitted to reschedule such vacation day or days in accordance with Section 3.

Section 9. The provisions of Section 1 of this Article shall not apply to temporary officers unless such officers have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to a furloughed officer who, during the recall period, returns to the Employer's payroll in a temporary capacity.

Section 10. Officers on leave without pay to attend official FOP conventions or conferences in accordance with Article 14, 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 11. a. Permanent officers 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 officer has been abusing leave privileges. Except as provided for in subsection b. below, permanent officers with less than one year of service since their last date of hire may not anticipate annual leave.

b. Permanent officers 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. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for leave used but not earned.

Section 12. An officer 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 officer requests in writing before the end of the 14 calendar days to freeze all earned, unused annual leave.

An officer 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 officer is re-employed during the furlough recall period, annual leave which was frozen will be reinstated. If the officer is not re-employed prior to the expiration of the furlough recall period, the officer 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 13. For the purpose of this Article, the calendar year shall be defined as beginning with the officer's first full pay period commencing on or after January 1 and continuing through the end of the officer's pay period that includes December 31.

Section 14. Each Platoon shall maintain a Leave Book which will be made available for an officer's review upon request to their Platoon Leader.

ARTICLE 17
SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. a. Officers shall be eligible for paid sick leave after 30 days of service with the Employer. Officers who commenced employment prior to July 1, 1985, shall earn sick leave as of their date of hire in accordance with the following schedule:

	<u>Maximum Sick Leave Entitlement Per Year</u>
Sick Leave will be earned at the rate of 6% of all Regular Hours Paid	40 Hour Workweek: 124.8 Hours (15.6 days)

b. Officers who commence employment on or after July 1, 1985 shall earn sick leave as of their date of hire in accordance with the following schedule:

	<u>Maximum Sick Leave Entitlement Per Year</u>
Sick Leave will be earned at the rate of 5% of all Regular Hours Paid	40 Hour Workweek: 104 Hours (13 days)

c. Effective the beginning of the 2013 leave calendar year, all officers shall earn sick leave in accordance with the following schedule:

	<u>Maximum Sick Leave Entitlement Per Year</u>
Sick Leave will be earned at the rate of 4.24% of all Regular Hours Paid	40 Hour Workweek: 88 Hours (11 days)

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

Section 2. Officers shall earn sick leave from their date of hire and may accumulate sick leave up to a maximum of 335 days (2680 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 in the opinion of the Employer, the officer has been abusing the sick leave privilege.

The total circumstances of an officer'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 officer is abusing sick leave.

Section 4. Where sickness in the immediate family requires the officer's absence from work, officers may use not more than five (5) days of such sick leave entitlement in each calendar year for that purpose. Immediate family is defined as the following persons: husband, wife, child, foster child, grandchild, parent or step-parent of the officer. 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 officer's absence from work beyond 20 days (160 hours) in a calendar year, permanent full-time officers with at least one year of service may use accrued sick leave, in addition to that provided by Section 4 above.

a. Officers 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 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 officer or any other person qualifying as a dependent under IRS eligibility criteria.

Section 6. Officers 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, grandchild, son- or daughter-in-law, brother- or sister-in-law, parent-in-law, grandparent-in-law, aunt, uncle, step-brother, step-sister, foster child, niece, nephew or any relative residing in the officer's household.

Section 7. a. Officers 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 Subsections (1), (2) or (3):

<u>Days Available at Retirement</u>	<u>Percentage</u>	<u>Buyout</u>
0-100	35%	maximum of 35 days
101-200	40%	maximum of 80 days
201-300	50%	maximum of 150 days
Over 300	100% of days over 300	maximum of 45 days

- (1) Superannuation retirement with at least five (5) years of credited service in the State and/or Public School Retirement Systems, or
- (2) Disability retirement, which requires at least five (5) years of credited service in the State and/or Public School Retirement Systems, or
- (3) Other retirement with at least twenty-five (25) years of credited service in the State and/or Public School Retirement Systems.

b. Officers shall not be paid for part days of accumulated sick leave.

c. None of the benefits provided for in this Article are to be construed as payable as a death benefit.

d. No payments under this Section shall be construed to add to the credited service of the retiring officer or to the retirement covered compensation of the officer.

e. As soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All officers 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 officer's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the officer in cash. Amounts in excess of the maximum allowable amount will be paid to the officer in cash.

Section 8. The provisions of Section 1 of this Article shall not apply to temporary officers unless such officers have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to a furloughed officer who, during the recall period, returns to the Employer's payroll in a temporary capacity.

Section 9. Officers on leave without pay to attend official FOP conventions or conferences in accordance with Article 14, 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 10. Permanent officers 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 officer has been abusing leave privileges. Permanent officers with less than one year of service since their last date of hire may not anticipate sick leave.

Section 11. Officers who use no sick leave in a leave calendar year shall earn one annual leave day in addition to those earned under Article 16, Sections 1.a. or 1.b. to be used in the following leave calendar year. While sick bereavement leave shall not count for the purposes of this section, all other types of paid sick leave (personal sick leave, sick/parental/family care sick leave, work-related injury sick leave, and sick family), unpaid sick leave used for sick/parental/family care reasons, and paid and unpaid leave used for work-related injuries shall count for such purposes.

Section 12. For the purpose of this Article, the calendar year shall be defined as beginning with the officer's first full pay period commencing on or after January 1 and continuing through the end of the officer's pay period that includes December 31.

ARTICLE 18 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 or annual leave 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) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of nine (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 nine (9) months (274 calendar days) until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of nine (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.

b. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 23 and 24 will continue for the period of time that the officer is on leave under Sections 1.a. and 10 and for the first 13 weeks (91 calendar days) after leave under Sections 1.a. and 10 expire 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.a. Pay for accumulated leave used will be calculated in accordance with Section 1.a., 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 Article, shall be determined in accordance with the State Employees' Retirement Code.

Section 4. At the expiration of the leave under Section 1.a. if an officer continues to receive workers' compensation, the officer will be placed on leave without pay in accordance with Section 6 below.

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.a. 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.a.

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 Article 28, 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.a. 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 Employee's 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 Articles 16 and 17. 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 their classification and bargaining unit, outside their previously assigned shift and/or outside their overtime equalization unit. To facilitate the implementation of modified duty assignments, schedule and assignment changes may be implemented as soon as practicable. If the officer is unable to resume all of the duties of the officer's classification within a reasonable period of time, the Employer may demote or laterally reclassify the officer to an appropriate classification, taking into account the duties and responsibilities the officer is capable of performing and subject to the protections afforded by Federal and State Statutes.

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.a.

Section 11. It is understood by both parties that the provisions of this Article 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.a. 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 Article are consistent with the Americans with Disabilities Act and the Pennsylvania Human Relations Act, 43 P.S. Sections 951 et seq.

Section 13. Officers will be required to select a health care provider from a list of designated health care providers for treatment of any work-related injury or illness. In accordance with the Workers' Compensation Act, officers shall treat with the selected provider for 90 days from the date of the first visit. If the officer chooses to change providers after 90 days, a request must be

made in writing within five days of the first treatment.

Section 14. Sections 1 through 10 of this Article shall not be applicable to officers whose injuries are within the scope of Act 193 of 1935, P.L. 477, as amended.

Section 15. 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 Article, it is agreed that the health and life insurance entitlements outlined in this Article will not be diminished.

ARTICLE 19 CIVIL LEAVE

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

- 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 officer's regularly scheduled work is in conflict with the required court attendance time. An officer shall be eligible to receive a maximum of one (1) day's pay at their regular straight time rate (One (1) full shift) for each day of required court attendance.

If an officer works a second or third shift and their hours of work are not in conflict with the required court attendance time, the officer 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 officer's immediate supervisor as far in advance as possible.

Section 2. Permanent officers who are subpoenaed as witnesses in the following administrative hearings shall be granted leave with pay while attending such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Judge, Workers' Compensation Appeal Board, State Civil Service Commission, and Pennsylvania Human Relations Commission. This Section does not apply to officers who are subpoenaed to testify as a result of actions taken by them while performing their duties as a Police Officer.

Evidence of such duty in the form of a subpoena or other written notification shall be presented to the officer's immediate supervisor as far in advance as practicable.

Section 3. The term "court" as used in this Article is intended to mean only the following courts: Minor Judiciary Court, Courts of Common Pleas, Commonwealth Court and the United States District Court.

Section 4. a. Permanent officers, while performing fire-fighting duties, civil air patrol activities or emergency management rescue work during a fire, flood, hurricane or other disaster, may be granted leave with pay.

b. Volunteer participation in firefighting activities, civil air patrol activities or emergency management rescue work shall require prior approval of the agency head. Officers 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.

ARTICLE 20 MILITARY LEAVE

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

Section 1. Military Leave

a. All permanent officers of the Commonwealth who are members of reserve components of the Armed Forces of the United States or members of the Pennsylvania National Guard 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 officer's regular rate of compensation for the officer's regular classification.

d. 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.

Section 2. General

a. Officers of the Commonwealth who leave their jobs for the performance of duty, voluntarily or involuntarily, in any branch of the Armed Forces of the United States, any of its Reserve components or any of its National Guard components, or the commissioned corps of the Public Health Service for the purpose of training or service must be granted military leave without pay. The provisions of Section 2 through Section 5 are consistent with Chapter 43, Part III, of Title 38 United States Code and Military Code, 51 Pa. C.S. §7301 et seq.

b. Officers who are on military leave without pay shall have their duties performed either by remaining employees and their positions kept vacant or by temporary substitutes.

Section 3. 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. Officers who volunteer for additional duty not required as part of routine training shall provide four weeks notice if possible to their immediate supervisor prior to the commencement of such duty. If the officer receives less than four weeks notice, the officer shall notify their supervisor as soon as possible.

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 employee's home.
- (4) For periods of hospitalization or convalescence from illness or injury incurred during the period of service, up to two years after the period of service or when recovered, whichever occurs sooner.
- (5) For circumstances beyond an employee's control, the above periods may be extended upon demonstration of such circumstance.

Section 4. Re-employment

Officers have the right to return to employment at the time of or prior to the expiration of military leave upon notifying the agency head of the desire and availability to return to Commonwealth service, provided the following are met:

- a. The employee is capable of performing the essential functions of the position.
- b. For temporary employees, the temporary position has not yet expired.
- c. For periods of service delineated in Section 3.c. (1) and (4), written application for reemployment is provided to the agency head.

Section 5. Seniority Rights

An officer 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 6. Retirement Rights

Officers 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 7. Loss of Benefits

Officers 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 2 through Section 8 of the Article (relating to military leaves without pay) except such vested rights as they may have acquired thereto by virtue of payments made into their retirement accounts.

Section 8. Physical Examination

Officers 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 officer certified in writing that more than one day is required to complete the examination.

Section 9. For the purpose of this Article, the calendar year shall be defined as beginning with the officer's first full pay period commencing on or after January 1 and continuing through the end of the officer's pay period that includes December 31.

ARTICLE 21
FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

Section 1. General

a. After completing one year of service, an officer shall be granted up to 12 weeks of FMLA leave with benefits, on a rolling twelve month year basis, provided the officer 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 officer shall be granted the 12 week entitlement provided by this Subsection if the officer 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 officer'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 an officer's serious health condition;
- (2) when attending to the medical needs of a spouse, parent, son or daughter or other person qualifying as a dependent who has a serious health condition;
- (3) when becoming parents through childbirth or formal adoption or placement of a child with an officer for foster care;
- (4) when a qualifying exigency event related to a family member who is a military service member occurs; or,
- (5) when an officer attends to the serious injury or illness of a covered service member 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 officer, an extension of up to an additional nine months of leave without pay shall be granted for the following reasons:

- (1) officer 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 officer 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 Article shall not apply to a compensable work-related injury. For non-compensable workers' compensation claims, Subsection 1.a. of this Article applies. When the officer does not meet eligibility requirements for leave under Subsection 1.a. of this Article, 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 officer 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. An officer 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 an officer 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 an officer caring for family members, documentation supporting the need for care is required.
- (3) For an officer who becomes a parent, documentation is required and FMLA leave shall begin whenever the officer 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 an officer be required to commence FMLA leave sooner than he/she requests, unless the officer can no longer satisfactorily perform the duties of their position.

Section 3. Re-employment

a. A permanent employee shall have the right of 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., but prior to the expiration of the extension period under Section 1.c. and upon written request to return to work, a permanent officer 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 officer 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 officer refuses an offer of a position in the same classification, the officer's rights under this Section shall terminate. If the officer accepts a position in a lower classification or a position previously held, the officer 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 officer's right to reemployment as set forth in this section will be to a position at the work site in which the officer was assigned to work prior to the FMLA leave for absences under Section 1.a., providing that a position in the officer'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 Article 28.

c. Employees 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 officer 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. An officer 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, an officer 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. An officer 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 Article. If any paid leave is used, it will run concurrently with and reduce the entitlements under Sections 1.a. and 1.c. of this Article. Unused leave shall be carried over until return. An officer shall not earn annual and sick leave while on leave without pay. Holidays will be earned based on Article 12, Holidays.

b. An officer 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 Article 17; such use will not be counted against the FMLA entitlement.

c. An officer 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 Article.

Section 6. Benefits

a. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 23 and 24 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 Article is subject to the officer's payment of any required officer contribution under Article 24, Section 3.

Section 7. Definitions

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

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

(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.

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 Article 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 Article, it is agreed that the health and life insurance entitlements outlined in this Article will not be diminished.

ARTICLE 22
UNIT WORK

Section 1. The Department of General Services shall approve requests for special or additional police services to be performed by the Capitol Police and funded by the requesting entity or agency, unless it can be shown that normal Capitol Police operations would be impaired by the allocation of resources to that special or additional assignment. Funding shall refer to payroll compensation, only, whether at straight or overtime rates, and shall not be deemed to include the pro-rated costs of benefits, pension, equipment usage, or other collateral expense. This language shall not be construed to require the Department of General Services to hire additional personnel.

Section 2. Any and all new posts or assignments which could be staffed by Capitol Police or Commonwealth of Pennsylvania Capitol Security Officers shall not be staffed in a manner that would reduce the current complement of Capitol Police officers.

ARTICLE 23 LIFE INSURANCE

Section 1. The Employer shall continue to assume the entire cost of the insurance coverage for eligible officers as set forth in the currently existing life insurance plan as modified by Section 2. The amount of insurance is based on the officer'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 officers who are granted leave without pay in accordance with Article 14, 18 and 21 will continue to receive 100% State-paid coverage under the current life insurance plan as described in those articles. When the entitlements to benefits end under those articles, officers may continue in the life insurance program by paying the entire premium. Coverage may continue for up to a total of one year, including both leave with benefits and leave without benefits.

b. Those permanent officers who are placed on suspension or who are granted leave without pay for any reason other than leave without pay in accordance with the articles specified in subsection a. above for longer than 91 calendar days may remain in the program for up to one year by paying the entire premium.

Section 3. The Employer shall continue to provide each officer 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.

ARTICLE 24 HEALTH BENEFITS

Section 1. Pennsylvania Employees Benefit Trust Fund

a. A jointly administered, multi-union, health and welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between Council 13, American Federation of State, County and Municipal Employees, AFL-CIO, and the Employer, and executed by the trustees. This jointly administered Fund is known as the Pennsylvania Employees Benefit Trust Fund (hereinafter Fund or PEBTF). The Fund shall conform to all existing and future Federal and Commonwealth statutes applicable to and controlling such Health and Welfare Fund. Said Agreement and Declaration of Trust shall provide for equal representation on the Board of Trustees appointed by the unions and the Employer. In addition, the Agreement

and Declaration of Trust will allow the Fund to provide benefits to management level and retired officers/employees, as well as employees represented by other unions and other Employers in the Commonwealth of Pennsylvania.

b. The Board of Trustees of the Fund shall determine, in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust, the extent and level of medical plan benefits, supplemental benefits and other benefits to be extended by the Fund.

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

July 2019 – June 2020	\$486 biweekly per employee
July 2020 – June 2021	\$502 biweekly per employee
July 2021 – June 2022	\$519 biweekly per employee
July 2022 – June 2023	\$536 biweekly per employee

The contributions for permanent part-time officers, who are eligible for benefits and expected to be in an active pay status at least 50% of the time every pay period, will be 50% of the above referenced rates.

d. The 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 communications occur, 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 ten (10) 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 collective bargaining agreement.
- 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 officers 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 officers and retirees as provided for in Section 1 (officers) and/or Section 6 (retirees) of this Article, respectively.

Section 3. a. The Fund shall continue to provide each permanent full-time active officer 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 officer qualify. The Fund shall continue to provide permanent part-time officers 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 officer qualify. Such officers 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:

Subject to the provisions of Section 3.b., officers will contribute a percentage of their biweekly gross base salary toward the cost of coverage as provided below:

July 2019 – June 2023	2.5%
-----------------------	------

Officer contributions shall be effective the first full pay period in July. Biweekly gross base salary as used throughout this Article excludes premium or supplemental payments such as overtime, shift differentials, higher class pay, etc.

b. An officer will be eligible for an Employee Contribution Waiver if the officer and his/her qualifying dependents, as determined by the Trustees, participate in the Get Healthy Program as established from time-to-time by the Fund. In accordance with Section 1.b., the Fund shall be solely responsible for establishing all requirements and conditions of the Get Healthy Program, including rules and policies for the requirements for qualifying for the Employee Contribution Waiver and for making determinations regarding whether an officer and dependents have fulfilled the conditions for such Waiver.

The Employee Contribution Waiver will consist of a waiver of a portion of the officer's required contribution to the cost of health care as a percentage of biweekly gross base salary as follows:

	Waiver <u>Amount</u>	Employee contribution <u>with Waiver</u>	Employee contribution <u>without Waiver</u>
July 2019 – June 2023	2.5%	2.5%	5.0%

Employee Contribution Waivers shall be effective the first full pay period in July of the periods specified above.

c. The parties agree to an evaluation process with respect to the reserve levels of the Fund to determine if an officer 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 officer cost sharing for officers 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 officer cost sharing, decide that contributions by officers hired before August 1, 2003 will be reduced or eliminated, the reserve will be reviewed on a six (6) month basis by the Fund's actuary. If the actuary certifies that the amount of the reserve has dropped below the three (3) month level, such contributions will resume immediately at the levels established in this Agreement, without any action on the part of the parties or the PEBTF Board of Trustees. This Subsection shall be read and administered in a manner consistent with Section 1.d. of this Article.

- (1) For the first six (6) months of employment, the officer will be offered single coverage in the least costly medical plan offered and available in his/her area, with no supplemental benefits. The officer may opt to purchase medical coverage for the officer's qualifying dependents in the same medical plan as the officer, 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 officer contributions required under Section 3.a.
- (2) After completing six (6) months of employment, the officer and his/her qualifying dependents will be eligible for coverage under the Fund's supplemental benefits, and the officer 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 officer will be required to pay the cost difference between the least costly and more costly plan, in addition to the officer contributions required under Section 3.a.

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

f. Only officers who elect to enroll for PEBTF coverage, including those who enroll only for supplemental benefits, are subject to the officer buy-ups and contributions in this Article. An officer who is only enrolled as a spouse of another PEBTF covered officer/employee is not subject to any required officer buy-ups and contributions.

g. Officer buy-ups and contributions under this Article will be paid to the Fund on a biweekly basis as soon as is practicable using the Employer's standard methods for transferring money. The parties intend that these buy-ups and contributions will be submitted in a more

accelerated manner than the Employer contributions. Any officer buy-ups and contributions made pursuant to this Article will be made on a pre-tax basis.

Section 4. a. Permanent officers who are granted leave without pay in accordance with Articles 14, 18, and/or 21 may continue to receive benefits as described in those articles and as determined and extended by the Fund.

b. Permanent part-time officers and those permanent full-time officers who are placed on suspension or who are granted leave without pay for any reason other than leave without pay in accordance with the articles specified in a. above for longer than one full pay period or for longer than the applicable periods specified in the articles delineated in Subsection 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. The Employer shall continue to make full contributions to the Fund for permanent full-time officers for the period of time for which they are entitled to benefits under Subsection a. or c., and 50% contributions for permanent part-time officers for the period of time for which they are entitled to benefits under Subsection a. or c.

d. The continuation of benefits under this Section is subject to the officer's payment of any required officer buy-up or contributions under Section 3.

Section 5. Spousal Eligibility

a. For officers hired on or after August 1, 2003: If the spouse of an officer 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 officers hired before August 1, 2003: If the spouse of an officer 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 a 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 officer 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 retiree qualify under such Program. The following phrases shall be defined as:

- (1) For State Employees' Retirement System or the Public School Employees' Retirement System members, an officer is deemed retired when the officer applies for and receives retirement benefits.
- (2) Superannuation age, for the express purposes of this Section and Article 17 Section 7.a.(1) only, shall be defined by the State Employees Retirement Code.
- (3) The phrase "Commonwealth employee" shall be limited to service earned through an employing agency eligible to participate in the Commonwealth's Life Insurance Program.
- (4) The phrase "retirement system" shall be limited to the State Employees' Retirement System and or Public School Employees' Retirement System, TIAA-CREF or other approved retirement systems.

b. Officers who retire shall be eligible to elect coverage in the REHP plan of benefits, which has been modified to conform to the medical and prescription benefits in effect for the active employees/officers. Retirees who are eligible for Medicare will participate in Medicare medical and prescription plans, and those retirees 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.

Officers who retire on or after January 1, 2013, and who elect REHP coverage, shall be required to contribute to the cost of coverage at the rate of three percent (3%) of the officer's final average salary at the time of retirement, as determined 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. Said contribution rate shall remain at three percent (3%) during the term of this agreement. Further, 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 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.

c. 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.

d. For officers who retire prior to January 1, 2013, the Employer shall continue to pay the entire cost of coverage for officers who retire under (1), (2), (3) or (4) below and who have elected REHP coverage. For officers who retire on or after January 1, 2013, the Employer shall continue to pay the cost of coverage, subject to the required retiree contribution rates, for officers who retire under (1), (2), (3) or (4) below and who have elected REHP coverage.

- (1) Retirement at or after superannuation age with at least 20 years of credited service, except that:
 - (a) an officer who leaves State employment prior to superannuation age and subsequently retires at or after superannuation age must have 25 years of credited service,
 - (b) an officer who is furloughed prior to superannuation age and subsequently retires at or after superannuation age during the recall period must have 20 or more years of credited service,
 - (c) an officer who leaves State employment prior to superannuation age and is subsequently rehired and then retires at or after superannuation age must have 20 or more years of credited service 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 officer returns during the recall period, this three year requirement will not apply. If the officer had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.
 - (d) an officer who leaves State employment subsequent to superannuation age and is subsequently rehired and then retires must have 20 or more years of credited service 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 officer returns during the recall period, this three year requirement will not apply. If the officer 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, except that, if an officer 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 20 or more years of credited service or 25 years of credited service, regardless of age.
- (3) Other retirement, with at least 25 years of credited service, except that an officer who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service 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 officer returns during the recall period, this three year requirement will not apply. If the officer 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) Retirement at Superannuation age with at least 20 years of service in positions included within this bargaining unit.

Section 7. If an officer is killed in the line of duty, the Fund will continue to provide medical plan benefits and supplemental benefits, as determined and extended by the Fund, to the spouse and eligible dependents of the officer 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 officer would have reached age 50.

ARTICLE 25 CLASSIFICATION

Section 1. The position classification plan, as established and maintained by the Employer, consists of a schedule of classification titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the work of the classification. If officers consider their permanent position to be improperly classified, officers may process an appeal for a reallocation of their position through the Expedited Classification Grievance Procedure as follows:

STEP 1: The Employee or the FOP will present the grievance to the Office of Administration, Bureau of Organization Management. The preferred method is to send an email to the Office of Administration, Classification Grievances resource account (RA-OAClassGrievances@pa.gov). The Employee or the Union shall attach to the grievance a description of the job.

In the case of grievances involving a downward reclassification or a temporary working out of classification assignment under Section 3 of this Article, the employee shall present the grievance within 15 working days of the date of the occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence.

The Employer will respond in writing within 60 working days of receipt of the grievance. This period may, however, be modified by mutual agreement of the parties.

If a determination is made by the Employer in the course of an officer appeal that a position should be upgraded, the officer 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 officer appeal or an Employer-initiated classification review that a position should be downgraded, the officer shall be demoted to the proper classification and pay range without any reduction in salary.

Section 2. The FOP, in response to an unfavorable decision at Step 1, may submit classification appeals to advisory arbitration within fifteen (15) working days after the Employer's Step 1

response is due. Such appeals will be reviewed by a panel which shall consist of three (3) members; one member appointed by the Employer, one member appointed by the FOP, and a third member selected by the parties jointly from a list of five names to be mutually agreed upon by the Employer and the FOP. The third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth and must be knowledgeable in the field of position classification.

The panel shall neither add to, subtract from, nor modify the provisions of this Article nor recommend any alterations or revisions to the Commonwealth's classification and compensation plans. The panel shall be confined to deciding the proper classification in the then existing classification plan for the position in dispute.

The findings of the panel shall be submitted to the parties within thirty (30) days after the hearing or receipt of transcript when taken. The determination of the panel shall be advisory only as to the Employer.

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

Section 3. Management recognizes that the primary duty and responsibility of an officer in this unit is police or police-related as set forth in the class specifications and job descriptions established by the Employer. The FOP recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual officers, and it further recognizes that such assignments may include work outside an officer's classification. However, it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an officer temporarily is charged to perform in general the duties and responsibilities of a higher classification that are separate and distinct from those of the officer's own classification for a period of any five (5) full cumulative days in a calendar quarter, the officer shall be compensated, retroactive to the time the assignment took place, the difference between the officer's regular rate of pay and the rate the officer would have been paid had the officer been promoted to that classification. For purposes of meeting the "five full cumulative days" threshold under this Section, a full day shall be a work day in which at least 6 hours of the officer's scheduled work hours are spent working in the higher classification. An officer while temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the officer is charged to perform the higher level duties on the scheduled workday immediately before and immediately after such holiday and is paid at the higher rate on those days. 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 person temporarily filling the position, the person temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits for such increments to which they would have been entitled had they remained in their normal assignment. An officer or officers shall not be temporarily assigned to perform in general the duties and responsibilities of a higher classification for more than nine (9) continuous months or the length of the leave of absence of the officer being replaced, whichever is greater.

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

Grievances arising from the provisions of this Section shall be submitted in writing and the officer shall include the dates on which the alleged out of class work occurred and a description of the alleged higher level work performed. Grievances pertaining to these Sections shall be processed in accordance with the grievance and arbitration procedure delineated in Sections 1 and 2 of this Article.

Section 4. Under Sections 2 and 3 above, all fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement request a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the appeal in which event the postponement charge shall be divided equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

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

ARTICLE 26 DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an officer without just cause. An officer may appeal a disciplinary demotion, suspension, or discharge beginning at the second step of the grievance procedure, within 15 working days of the date of its occurrence, and subject to any conditions set forth in the grievance procedure under Article 27. The FOP shall be notified promptly of any disciplinary demotion, suspension or discharge. The failure of the Employer to comply with the preceding notification requirements will not affect the validity of the action, but will suspend the time period set forth in Step 1 of Section 2 of Article 27, Grievances & Arbitration, until the notification is sent.

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

Section 3. The provisions of this Article shall not apply during the initial 12 months of probationary employment. Periods of leave without pay and work-related disability leave shall not count toward the 12-month probationary period. Probationary periods can be extended upon agreement of the Commonwealth and FOP and will be automatically requested if mandatory training is not completed.

Section 4. The Employer will attempt to discipline officers in such a manner so as not to embarrass the officer before the public or other officers. It must be kept in mind, however, that where insubordination or flouting of authority by an officer in public and in the presence of other officers takes place, the Employer shall not be restricted by the operation of this Section.

Section 5. Serious acts of deception will provide a just cause basis for termination of employment, notwithstanding any mitigating factors. A serious act of deception is committed during a criminal, civil, or administrative investigation or proceeding, when an officer is under a specific, official obligation to be truthful, and involves intentional (1) lying; (2) fabrication; (3) misleading acts or words; (4) civil or criminal fraud; or (5) perjury.

Notwithstanding anything to the contrary in this Agreement, no officer may be subject to disciplinary charges for violating this subsection in regard to a statement or statements the officer made in a Departmental disciplinary investigation involving another employee before the allegations involving the underlying investigation of that other employee have been either dismissed by the Department or sustained or dismissed by an arbitration as provided herein.

ARTICLE 27 GRIEVANCES AND ARBITRATION

Section 1. Where an officer 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 contract grievance procedure shall cease, if the officer has submitted a contract grievance, or the officer shall not be entitled to institute proceedings under the contract grievance procedure. If the appeal to the Commission is withdrawn by the officer or not accepted by the Commission within 15 working days of the date of the occurrence of the action giving rise to the grievance, the processing of a contract grievance filed within the time limits set forth in Section 2 shall be permitted.

Section 2. Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Agreement, or relating to entitlement to benefits under Act 193 of 1935, P.L. 477; 53 P.S. §§ 637, *et seq.* (the "Heart and Lung Act"), shall be settled in the following manner:

STEP 1. The officer either alone or accompanied by the FOP representative or the FOP where entitled, shall present the grievance to the Director of the Bureau of Police and Safety or his/her designee within 15 working days of the occurrence or when the employee knew or by reasonable diligence should have known of its occurrence. The Director or a designated representative shall respond in writing to the officer and the FOP representative within 15 working days after receipt of the appeal. If the Commonwealth wishes to initiate a grievance regarding an officer's entitlement to Heart and Lung Act benefits (including but not limited to termination, suspension or modification of benefits or the reasonableness or necessity of medical treatment), that grievance will commence immediately at Step 3 of the grievance procedure.

STEP 2. In the event the grievance has not been satisfactorily resolved in Step 1, a written appeal shall be submitted by the officer or FOP to the Office of Administration, Bureau of Employee Relations. The written appeal shall be made and postmarked within 15 working days of the Director's Step 1 written decision. The written appeal to Step 2 shall contain a copy of the grievance and a copy of the Step 1 decision. A copy will also be sent to the FOP President.

Upon receipt of the grievance at Step 2, either representatives from the Bureau of Employee Relations or the FOP Grievance Board Chairman shall schedule a Grievance Committee meeting consisting of members from the Employer (no more than three) and the FOP Grievance Board (no more than three). The joint committee shall meet at least one day every month unless the parties mutually agree otherwise. The Grievance Committee shall meet for the purpose of reviewing the grievances previously denied at Step 1 and appealed to Step 2, matters of seniority addressed in Article 28 Seniority, Section 13 and discipline grieved directly to Step 2. A list of grievances to be discussed shall be sent to the Bureau of Employee Relations representatives and the Director of Human Resources under the Secretary of General Services by the FOP Grievance Board Chairman within seven (7) working days prior to the grievance committee meeting. The FOP Grievance Board shall have the authority to settle or withdraw any grievance which does not have merit and/or does not comply with the guidelines established by the FOP.

STEP 3. If the grievance is not satisfactorily resolved by the Grievance Committee at Step 2, the grievance may be scheduled for arbitration by the FOP Grievance Board Chairman by serving upon the Bureau of Employee Relations' representative notice, within fifteen (15) days of the Grievance Committee meeting, of its intent to proceed to arbitration. The Commonwealth may schedule a grievance for arbitration related to an officer's entitlement to benefits under the Heart and Lung Act by serving upon the FOP Grievance Board Chairman notice of its intent to proceed to arbitration.

The arbitrator is to be selected by the parties jointly within seven (7) working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the American Arbitration Association to submit a list of fifteen (15) possible arbitrators.

The parties shall have ten (10) business days to rank the arbitrators and return their rankings to the American Arbitration Association, who will process the selection in accordance with its Voluntary Rules on Labor Arbitration.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The decision at Step 1 shall not be used as a precedent for any subsequent case.

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

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation, in which case it shall be binding only if such legislation is enacted. The arbitrator shall be requested to issue the decision within thirty (30) days after the hearing or receipt of the transcript of the hearing.

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

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.

Section 3. The FOP shall furnish the Employer with the names and work locations of grievance representatives and shall notify the Employer of any changes.

A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure.

An aggrieved officer and FOP representatives, if employees of the Employer, shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Article without loss of pay or leave time.

The FOP may present grievances concerning agency-wide decisions to Step 1 within 15 working days of the date of the occurrence or the date when the FOP knew or by reasonable diligence should have known of its occurrence.

ARTICLE 28
SENIORITY

Section 1. Under the terms of this Agreement, the term "seniority" means a preferred position for specific purposes which one officer within a seniority unit may have over another officer within the seniority unit because of a greater length of service within the state government or a particular organizational or occupational segment thereof.

- a. Classification seniority standing for the purpose of promotion shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in the officer's current classification.
- b. Bargaining Unit seniority standing for the purpose of furlough shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in classifications covered by this Agreement.
- c. Seniority credit for each officer is maintained as a total number of days. Officers 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 FOP business in accordance with Article 14, Section 3; and Leave Without Pay for work-related injuries in accordance with Article 18, Section 7 will be accumulated. This total number of hours will be divided by 8 and rounded up to the next higher day. The result will be added to the officer's accumulated total.

- d. Officers who served in the Armed Forces of the United States during periods of war listed below shall be responsible for providing proof of military service to their personnel officer within 60 days of their first day of work in order to receive seniority credit in accordance with the Veterans' Preference Act, 51 Pa.C.S. 7101. When the Employer determines that a furlough is necessary and there is no proof of military service in an officer's personnel file, the Employer shall not be held liable for any pay or benefits for any affected officers for a period of 30 days after the notice has been provided.

Applicable periods 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

Section 2. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report within ten (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 officer shall lose Bargaining Unit and Classification seniority. If an officer is returned within one (1) year after such break in service, the officer 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.

Section 3. Seniority lists shall be prepared for each seniority group and revised where necessary every six (6) months. Appropriate seniority dates shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards.

Section 4. The Employer agrees to post all bargaining unit vacancies which are to be filled within the seniority unit at appropriate work locations for at least 15 calendar days prior to filling, unless an emergency requires a lesser period of time. Entrance level vacancies will be posted for at least five calendar days prior to filling, unless an emergency requires a lesser period of time.

Section 5. Vacancies in Capitol Police Officer (Corporal), Capitol Police Officer (Sergeant), and Capitol Police Officer (Lieutenant) classifications shall be filled in accordance with the provisions of the Pennsylvania Civil Service Act.

Section 6. When the Employer determines that a furlough is necessary within a seniority unit, officers will be furloughed in the inverse order of classification seniority as defined in Section 807.2 of the Civil Service Act. Officers affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner:

- a. If an officer is affected by furlough the officer shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided the officer has more Bargaining Unit seniority than the officer with the least Bargaining Unit seniority in that classification and has the requisite skill and ability. If such a bump is not available, the officer shall bump into any other lower classification in the same classification series using the same procedure.
- b. If the affected officer is unable to bump into any position as provided in Subsection a. above, the officer shall be furloughed.
- c. Where the need for furlough can be reasonably anticipated, the Employer will notify the FOP one (1) month in advance of any impending furlough.

Section 7. Before any furlough is implemented in a classification in the classified service in a seniority unit, all emergency officers will be separated before any temporary officers; temporary officers will be separated before any provisional officers; and all provisional officers will be

separated before any probationary officers or any regular status members of the classified service are furloughed.

Section 8. 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 officers furloughed under Section 6 of this Article in the inverse order of classification seniority as defined in Section 807.2 of the Civil Service Act.

- a. Officers on such recall lists shall have rights to a position in a classification within the seniority unit from which they were furloughed or to any lower-level classification in the same classification series in the same geographical and organizational limitation as the seniority unit in which the furlough occurred provided they have the requisite seniority and skill and ability.
- b. Such recall lists will remain in effect for a furloughed officer for a period of three (3) years after the effective date of the furlough.
- c. In the event an officer on a recall list refuses an offer of employment in a lower classification for which the officer has seniority rights, the officer shall forfeit recall rights to such a classification; if the officer refuses an offer of employment in the classification from which the officer was initially furloughed, the officer shall forfeit all recall rights.
- d. During the period that an officer is on a recall list, the officer shall keep the Employer informed of any changes in address. The Employer shall not be held liable if an officer is not offered recall because of failure to notify the Employer of a change of address.
- e. The recall period of a furloughed officer who, during the recall period, returns to the furloughing agency's payroll in a temporary capacity shall be extended by the amount of time the officer serves in the temporary capacity.
- f. A furloughed officer who, during a recall period, returns to the Employer's payroll in a temporary capacity shall, upon recall from the furlough to permanent employment, be credited with seniority for the amount of time spent in the temporary capacity.
- g. A furloughed officer who, during a recall period, returns to the Employer's payroll in a temporary capacity shall be eligible for all benefits enjoyed by permanent officers, provided other applicable eligibility requirements are met.

Section 9. Officers desiring to transfer to other positions shall submit a written request to their immediate supervisor stating the reasons for the requested transfer. If the Employer in its sole discretion agrees to such transfer, the officer shall be entitled to maintain whatever seniority rights that are appropriate.

Section 10. In making shift assignments to shift openings preference shall be granted on a seniority basis unless the Employer feels it is necessary to assign otherwise in order to protect the efficiency of operation. Seniority status in this regard shall be Classification seniority.

Section 11. The probationary period for promotions shall be six months in length and the provisions of Article 26, Section 1 shall not be applicable if an officer is demoted within that time for failure to successfully complete the probationary period. In such case, officers shall have the right to return to their former classification during this period. Periods of leave without pay, including periods during which the officer is receiving workers' compensation, shall not count toward the promotional probationary period or any extension period.

Section 12. Seniority unit means that group of officers in a classification within an affected department operational structure in a given geographic work area as listed in Appendix E.

Section 13. Grievances relating to the interpretation, application and implementation of Sections 5, 6, 7, 8, and 12 of this Article shall be filed at the second step. Arbitration of grievances relating to these Sections shall be conducted by a panel of three members--one to be appointed by the Office of Administration, one to be appointed by the FOP and the third to be selected by the Employer, from a list of five (5) names to be mutually agreed upon by the Employer and the FOP. Such third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth of Pennsylvania. The decision of the panel, hereinbefore described, shall be final and binding on the parties to this Agreement. The panel shall meet as necessary for the purpose of adjusting grievances under this Section.

Section 14. When in the exercise of seniority rights provided hereunder, two or more officers are deemed relatively equal in skill and ability and have the same seniority, the tie shall first be broken based upon classification seniority, then by bargaining unit seniority, then by length of continuous service with the Employer, and if still equal, by lot.

Section 15. The provisions of this Article relating to promotions and filling of vacancies shall not be applicable to entrance level classifications.

ARTICLE 29 UNIFORMS, CLOTHING AND EQUIPMENT

Section 1. The Employer shall provide any device, apparel, or equipment necessary to protect officers from injury in accordance with the practice now prevailing. Where the Employer requires the use of special equipment, materials, devices, or apparel the Employer agrees to supply the same.

Where uniforms are required by the Employer and for as long as they may be required, the Employer agrees to furnish uniforms or to replace such uniforms or part of such uniforms where normal wear and tear reasonably necessitate replacement.

The Employer shall issue officers soft body armor at no charge to the allowance provided in Section 3. The soft body armor shall be replaced in accordance with the manufacturer's warranty.

The body armor shall be worn pursuant to regulations issued by the Employer.

Where footwear is currently being provided, the Employer agrees to continue such practice for the life of this Agreement.

Section 2. In the event items of clothing or personal property, which are worn by the officer and which are necessary for the performance of such officer's work, are damaged in the performance of the officer's assignment, the Employer shall reimburse the officer 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 be due to the officer's own negligence. The Employer shall take prompt and timely action in the disposition of officer claims for damaged personal effects.

Section 3. a. An allowance of \$500.00 per year shall be paid to those officers not required by the Employer to wear a uniform. This payment shall be divided in two parts, the first payment to be made on or before January 1 and the second payment to be made on or before June 30. Should an officer leave prior to the payment date, the Employer shall have the right to pro-rate said payment.

b. The Employer shall reimburse a uniformed officer up to \$250.00 per each year of the Agreement for the purchase and maintenance of all job-related equipment not issued by the Employer. It is understood that requests are subject to review for appropriateness of any job-related equipment. The Employer may require receipts for reimbursement.

Section 4. All weapons are to be inspected and certified annually by a certified armorer for safety and serviceability, and are to be repaired or replaced as needed. The Department shall pay for the inspection and certification of issued weapons. Officers shall pay for the inspection and certification of personal weapons. Replacement weapons and equipment are to be uniform and conform to the standards established by the Department.

Section 5. The parties will establish a committee consisting of three officers and three management representatives to make recommendations to the Department concerning uniforms, clothing and equipment.

ARTICLE 30 EATING AND SANITARY FACILITIES

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

**ARTICLE 31
DISCRIMINATION**

Both the Employer and the FOP agree not to discriminate against any officer on the basis of race, creed, color, ancestry, sex, marital status, age, national origin, non-job related handicap or disability, FOP membership, gender identity or expression, or political affiliation in the application of this Agreement.

**ARTICLE 32
FOP BUSINESS**

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

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

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

FOP representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the personnel officer or a designated representative. If the FOP representative is an employee of the Employer, the officer shall request from the immediate supervisor reasonable time off from regular duties to process such grievances.

The Employer will provide a reasonable number of officers with time off, if required, to attend negotiating meetings.

**ARTICLE 33
PEACE AND STABILITY**

Section 1. It is understood that there shall be no strike, during the life of this Agreement, nor shall any officer, representative or official of the FOP authorize, assist or encourage any such strike during the life of this Agreement.

Section 2. The Employer reserves the right to demote, suspend, and discipline, up to and including discharge, any officer or officers who violate the provisions of Section 1 of this Article. The Employer's action in accordance with this Section shall not be subject to the Grievance and Arbitration Procedure provided for herein.

**ARTICLE 34
RETIREMENT**

Section 1. Officers who retire on or after July 1, 1992 will receive full retirement at age 50 with at least twenty (20) years of service in positions included within this bargaining unit.

Section 2. The Employer, at no cost to the officer, shall provide a retirement badge to each officer who retires under one of the following conditions:

- a. superannuation retirement (age 50)
- b. retirement with 25 years of service
- c. service-connected disability retirement

**ARTICLE 35
AFFIRMATIVE ACTION**

If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, and the Civil Rights Act of 1964, and all laws and rules relating to the Commonwealth's Affirmative Action Program, the provisions of such orders, laws and rules shall prevail.

**ARTICLE 36
SAFETY AND HEALTH**

The Employer will take positive action to assure compliance with laws concerning the health and safety of officers working in state owned or leased buildings.

**ARTICLE 37
PERSONNEL FILES AND RATINGS**

Section 1. Ratings shall be completed by supervisors who are familiar with the work performance of the employee. This shall in no way affect review procedures.

Section 2. There shall be an official personnel file for each officer. The contents of an officer's personnel file, excluding pre-employment information, are available for examination by the officer within a reasonable period of time after the officer's request. 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. Officers 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, an officer shall have the right to submit a statement concerning any materials in the officer's file and any such statement shall then become part of the personnel file.

**ARTICLE 38
LEGAL AID**

The Employer shall provide liability coverage and legal defense in civil suits as detailed in Title 4 PA Code Chapter 39 and Management Directives 205.6 and 630.2.

In criminal actions against any officer arising from his conduct within the scope of his employment, the Employer may provide an attorney to represent him or her, or if it does not:

- a. It shall advance reasonable fees incurred for services performed on and after July 1, 1984 of an attorney engaged by the officer up to the amount of his contribution to his retirement account, except that if the officer is charged with theft from the Employer, this amount shall be reduced by the alleged amount of the theft. If the officer's defense is not successful, the amount advanced shall be recovered either out of that amount in the officer's retirement account or by some other method in accordance with law.
- b. If the officer's defense is successful, in addition to the amount, if any, that has been advanced, it shall reimburse his reasonable attorney's fees incurred for services performed on and after July 1, 1984 to the following extent:
 - (1) full, if successful on the basis of a verdict following a full jury trial;
 - (2) to the extent determined by the Employer to be appropriate if successful on some other basis.

For the purpose of the provision, all of the criminal charges arising from the same episode, event or circumstances shall be regarded as a single criminal action; charges arising from different criminal episodes, events or circumstances shall be regarded as separate criminal actions.

**ARTICLE 39
TRAVEL EXPENSES**

Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. If the General Service Administration of the Federal Government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for officers under this Agreement will be increased or decreased by the same amount 30 days after the effective date of the General Services Administration change. In the event the General Services Administration changes its present policy of paying a flat automobile mileage allowance, the parties agree to negotiate concerning changes to the mileage allowance under this Section.

**ARTICLE 40
DISTRIBUTION OF BOOKLET**

One copy of the collective bargaining agreement shall be provided by the Commonwealth to each member of the bargaining unit.

ARTICLE 41 MISCELLANEOUS PROVISIONS

Section 1. In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties, however, shall, at the request of either, bargain on the subject matter involved in any invalid provision.

Section 2. The Commonwealth and the FOP acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of Act 111 and constitutes the entire agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

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

Section 4. Where the term meet and discuss is used in this Agreement, it will be deemed to have the meaning of that term as defined and applied under the Public Employee Relations Act.

Section 5. Officer benefits and working conditions now existing and not in conflict with the Agreement shall remain in effect subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights reserved to it under Article 2 of this Agreement.

Section 6. A position shall not be filled by a temporary employee or employees for more than 12 consecutive months or the length of a leave of absence of the employee being replaced, whichever is greater.

Section 7. Smokeless tobacco shall be treated the same as cigarettes with respect to the Commonwealth's policy on tobacco use.

Section 8. When an officer is killed in the line of duty, health benefits shall continue for his/her spouse for five (5) years or until the spouse remarries, whichever is first. Health benefits will continue for his/her dependent(s) until age eighteen (18).

Section 9. The Commonwealth shall have the right to establish drug and alcohol testing polices/programs that provide for (1) reasonable suspicion testing; and (2) return-to-duty and/or follow-up testing of employees after a period of absence resulting from positive drug testing.

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.

Section 10. The Employer and the Union share a mutual interest in creating a safe and productive work environment that promotes the achievement of high-performance outcomes. Toward that goal, the Union hereby agrees to partner with the Employer in implementing Lean management improvement methods to eliminate inefficiencies, improve customer service and maximize organizational performance through interest-based dialogue and problem-solving.

Section 11. Upon written request of the Union, the parties will convene a joint labor-management Committee to discuss and study methods to advance the hiring and retention of a diverse workforce. The composition of the Committee must include representatives of both union and management and must include at least one staff member of the General Government Human Resources Delivery Center on behalf of management. Once convened, the Committee will meet as frequently as the committee members deem necessary and may issue recommendations regarding diversity hiring and retention to the Superintendent of the Capitol Police. The Superintendent will have discretion with regard to any recommendations so issued, consistent with applicable Civil Service and Equal Employment Opportunity laws, regulations and directives.

ARTICLE 42 SECURITY

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 officers covered by this bargaining agreement, those officers shall be placed in other positions within the bargaining unit in accordance with their bargaining unit seniority. The Employer shall notify the FOP in writing at least 30 days in advance of any such sale, lease, transfer, or assignment.

ARTICLE 43 BILL OF RIGHTS

Section 1. When an anonymous complaint is made against an officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.

Section 2. When any citizen complaint is filed greater than ninety (90) calendar days after the date of the alleged event complained of, which if true could not lead to a criminal charge, such complaint shall be classified as unfounded and the accused officer shall not be required to submit a written report, but shall be notified in writing of such claim.

Section 3. Unsubstantiated or unfounded complaints will not be utilized by supervisors or by the Department generally with respect to any personnel decisions related to the officer, including but not limited to evaluations, promotions, discipline, shift preference or training opportunities.

Section 4. a. An officer, whether a subject or witness, must be informed of the nature of an interrogation at the outset of the interrogation.

b. If the interrogated officer writes a written statement, a transcript is taken, or mechanical record made, a copy of the same must be given to the interrogated officer, without cost, upon request.

c. At the request of any officer under interrogation, the officer shall have the right to be represented by counsel of the officer's choice and/or an FOP representative who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.

d. In situations where an officer is being questioned by telephone or radio about an incident, should the officer reasonably believe that the questioning could lead to discipline, the officer has the right to terminate the questioning by telephone or radio and elect to have the questioning be done in person with FOP representation present, if requested.

Section 5. In those situations when a specific document or item originating from an officer's supervisory file is utilized to affect a disciplinary action against the officer or used in the officer's performance rating, the officer and/or FOP is entitled to review and be provided with a copy of such document or item upon request.

ARTICLE 44 LEAVE DONATION PROGRAM

Section 1. Permanent officers may donate annual leave to a designated permanent officer/employee in the officer's/employee's agency who has used all accrued paid leave and anticipated annual leave for the current leave calendar year. The leave is to be used for the recipient's own catastrophic or severe injury or illness, the catastrophic or severe injury or illness of a family member, or for absences related to an organ donation by the recipient. The leave also may be used as bereavement leave if the officer's/employee's family member dies and the officer/employee has no accrued or anticipated sick leave available, subject to the limitations in Article 17, Section 6.

Section 2. Recipients

a. Recipients must be permanent officers/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 officer/employee or any other person qualifying as a dependent under IRS eligibility criteria.

c. An organ donation, or 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 officer/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. An organ donation, and severe illness or injury must also be documented on a Medical Condition Certification to Receive Leave Donations Form.

e. Organ donation is defined as a living donor giving an organ (kidney) or part of an organ (liver, lung or intestine) to be transplanted into another person.

f. The absence due to an organ donation, or the catastrophic or severe illness or injury of the officer/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 organ donation or the same catastrophic or severe illness or injury. Annual, sick (for officer's/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 organ donation, or catastrophic illness or injury and for each leave calendar year in which donated leave is used. Donated leave may not be applied to the required 20-workday accumulation period.

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

- (1) For an officer's/employee's organ donation, or own catastrophic or severe injury or illness, all accrued annual, sick, holiday, and compensatory leave and all anticipated annual leave for the current leave calendar year must be used.
- (2) For the organ donation, catastrophic or severe injury or illness of a family member, all accrued annual, 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 officer/employee is eligible must be used.

h. Up to 12 weeks of donated leave per leave calendar year may be received for all conditions of the officer/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 organ donation or the catastrophic or severe illness or injury.

i. The recipient's entitlement to leave under the Family and Medical Leave Act will be reduced by donated leave that is used. Entitlements to sick leave without pay (for an officer's/employee's own illness) or family care leave without pay (for a family member's illness) will also be reduced.

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

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

l. Donated leave that remains unused once the officer/employee is released by the physician for full-time work, when the family member's condition no longer requires the officer's/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 and personal leave to an officer/employee within the donor's agency who meets the requirements of the Leave Donation Program. Donations may be made to multiple officers/employees, as long as the minimum donation is made to each officer/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 officer/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 effected by the completion and submission of a Request to Donate Leave to the agency Human Resource Office. Leave is deducted from the donor's annual and/or personal 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 officer/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 Article 17, Section 6.

Section 4. The provisions of this Article are not grievable under Article 27 of this Agreement.

Section 5. Notwithstanding the requirement in Sections 1 and 3 of this Article that annual and personal leave donations be from a permanent employee in the officer's agency, in the event that an officer does not receive sufficient donations from employees within the officer's own agency, the officer 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 officer's designated local Human Resource contact. An exception to the reasonable geographic distance limitation will be allowed for relatives of the officer who wish to make donations.

**ARTICLE 45
TERM OF AGREEMENT**

This Agreement shall be effective July 1, 2019, except where specifically provided that a particular provision will be effective on another date, and shall continue in full force and effect up to and including June 30, 2023. 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 Act 111.

**COMMONWEALTH OF
PENNSYLVANIA**



Michael Newsome
Secretary of Administration

**FOP LODGE #85,
PENNSYLVANIA CAPITOL POLICE**



David DeLellis
FOP Bargaining Chairman



Nicole DeLellis
Vice-President



Dale Zartman
Recording Secretary

APPENDIX A

PAY SCALE GROUP CP30
Capitol Police Patrolman

COMMONWEALTH OF PENNSYLVANIA
CAPITOL POLICE PAY SCHEDULE
EFFECTIVE JULY 1, 2019

PAY SCALE TYPE CP
PAGE 1 OF 4

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A	21.84 1,747.20 45,567	24.57 1,965.60 51,263	27.30 2,184.00 56,959	0-3
B	22.93 1,834.40 47,841	25.80 2,064.00 53,829	28.67 2,293.60 59,817	OVER 3
C	23.15 1,852.00 48,300	26.04 2,083.20 54,330	28.94 2,315.20 60,380	OVER 4
D	23.37 1,869.60 48,759	26.29 2,103.20 54,851	29.21 2,336.80 60,944	OVER 5
E	23.59 1,887.20 49,218	26.54 2,123.20 55,373	29.48 2,358.40 61,507	OVER 6
F	23.81 1,904.80 49,677	26.78 2,142.40 55,874	29.76 2,380.80 62,091	OVER 7
G	24.02 1,921.60 50,115	27.03 2,162.40 56,395	30.03 2,402.40 62,655	OVER 8
H	24.24 1,939.20 50,574	27.27 2,181.60 56,896	30.30 2,424.00 63,218	OVER 9
I	24.83 1,986.40 51,805	27.93 2,234.40 58,273	31.03 2,482.40 64,741	<i>First Class</i> OVER 10
J	25.05 2,004.00 52,264	28.18 2,254.40 58,795	31.31 2,504.80 65,325	OVER 11
K	25.27 2,021.60 52,723	28.43 2,274.40 59,316	31.59 2,527.20 65,909	OVER 12
L	25.49 2,039.20 53,182	28.68 2,294.40 59,838	31.87 2,549.60 66,494	OVER 13
M	25.71 2,056.80 53,641	28.93 2,314.40 60,360	32.14 2,571.20 67,057	OVER 14
N	25.94 2,075.20 54,121	29.18 2,334.40 60,881	32.42 2,593.60 67,641	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O	26.16 2,092.80 54,580	29.43 2,354.40 61,403	32.70 2,616.00 68,225	OVER 16
P	26.38 2,110.40 55,039	29.68 2,374.40 61,924	32.97 2,637.60 68,789	OVER 17
Q	26.60 2,128.00 55,498	29.93 2,394.40 62,446	33.25 2,660.00 69,373	OVER 18
R	26.82 2,145.60 55,957	30.18 2,414.40 62,968	33.53 2,682.40 69,957	OVER 19
S	27.44 2,195.20 57,251	30.87 2,469.60 64,407	34.31 2,744.80 71,584	<i>Master</i> OVER 20
T	27.67 2,213.60 57,731	31.13 2,490.40 64,950	34.59 2,767.20 72,169	OVER 21
U	27.89 2,231.20 58,190	31.38 2,510.40 65,471	34.87 2,789.60 72,753	OVER 22
V	28.12 2,249.60 58,670	31.63 2,530.40 65,993	35.15 2,812.00 73,337	OVER 23
W	28.34 2,267.20 59,129	31.89 2,551.20 66,535	35.43 2,834.40 73,921	OVER 24
X	28.57 2,285.60 59,608	32.14 2,571.20 67,057	35.71 2,856.80 74,505	OVER 25
Y	28.79 2,303.20 60,067	32.39 2,591.20 67,578	35.99 2,879.20 75,090	OVER 26
Z	29.02 2,321.60 60,547	32.65 2,612.00 68,121	36.27 2,901.60 75,674	OVER 27
1	29.24 2,339.20 61,006	32.90 2,632.00 68,643	36.55 2,924.00 76,258	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A HOURLY BIWEEKLY ANNUAL*	24.24 1,939.20 50,574	27.27 2,181.60 56,896	30.30 2,424.00 63,218	0-3
B HOURLY BIWEEKLY ANNUAL*	25.45 2,036.00 53,099	28.63 2,290.40 59,734	31.82 2,545.60 66,389	OVER 3
C HOURLY BIWEEKLY ANNUAL*	25.69 2,055.20 53,600	28.91 2,312.80 60,318	32.12 2,569.60 67,015	OVER 4
D HOURLY BIWEEKLY ANNUAL*	25.94 2,075.20 54,121	29.18 2,334.40 60,881	32.42 2,593.60 67,641	OVER 5
E HOURLY BIWEEKLY ANNUAL*	26.18 2,094.40 54,622	29.45 2,356.00 61,444	32.72 2,617.60 68,267	OVER 6
F HOURLY BIWEEKLY ANNUAL*	26.42 2,113.60 55,123	29.72 2,377.60 62,008	33.03 2,642.40 68,914	OVER 7
G HOURLY BIWEEKLY ANNUAL*	26.66 2,132.80 55,623	30.00 2,400.00 62,592	33.33 2,666.40 69,540	OVER 8
H HOURLY BIWEEKLY ANNUAL*	26.91 2,152.80 56,145	30.27 2,421.60 63,155	33.63 2,690.40 70,166	OVER 9
I HOURLY BIWEEKLY ANNUAL*	27.15 2,172.00 56,646	30.54 2,443.20 63,719	33.94 2,715.20 70,812	OVER 10
J HOURLY BIWEEKLY ANNUAL*	27.39 2,191.20 57,146	30.82 2,465.60 64,303	34.24 2,739.20 71,438	OVER 11
K HOURLY BIWEEKLY ANNUAL*	27.63 2,210.40 57,647	31.09 2,487.20 64,866	34.54 2,763.20 72,064	OVER 12
L HOURLY BIWEEKLY ANNUAL*	27.88 2,230.40 58,169	31.36 2,508.80 65,430	34.85 2,788.00 72,711	OVER 13
M HOURLY BIWEEKLY ANNUAL*	28.12 2,249.60 58,670	31.63 2,530.40 65,993	35.15 2,812.00 73,337	OVER 14
N HOURLY BIWEEKLY ANNUAL*	28.36 2,268.80 59,170	31.91 2,552.80 66,577	35.45 2,836.00 73,963	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O HOURLY BIWEEKLY ANNUAL*	28.60 2,288.00 59,671	32.18 2,574.40 67,140	35.75 2,860.00 74,589	OVER 16
P HOURLY BIWEEKLY ANNUAL*	28.85 2,308.00 60,193	32.45 2,596.00 67,704	36.06 2,884.80 75,236	OVER 17
Q HOURLY BIWEEKLY ANNUAL*	29.09 2,327.20 60,693	32.72 2,617.60 68,267	36.36 2,908.80 75,862	OVER 18
R HOURLY BIWEEKLY ANNUAL*	29.33 2,346.40 61,194	33.00 2,640.00 68,851	36.66 2,932.80 76,487	OVER 19
S HOURLY BIWEEKLY ANNUAL*	29.57 2,365.60 61,695	33.27 2,661.60 69,415	36.97 2,957.60 77,134	OVER 20
T HOURLY BIWEEKLY ANNUAL*	29.82 2,385.60 62,216	33.54 2,683.20 69,978	37.27 2,981.60 77,760	OVER 21
U HOURLY BIWEEKLY ANNUAL*	30.06 2,404.80 62,717	33.81 2,704.80 70,541	37.57 3,005.60 78,386	OVER 22
V HOURLY BIWEEKLY ANNUAL*	30.30 2,424.00 63,218	34.09 2,727.20 71,125	37.88 3,030.40 79,033	OVER 23
W HOURLY BIWEEKLY ANNUAL*	30.54 2,443.20 63,719	34.36 2,748.80 71,689	38.18 3,054.40 79,659	OVER 24
X HOURLY BIWEEKLY ANNUAL*	30.78 2,462.40 64,219	34.63 2,770.40 72,252	38.48 3,078.40 80,285	OVER 25
Y HOURLY BIWEEKLY ANNUAL*	31.03 2,482.40 64,741	34.91 2,792.80 72,836	38.78 3,102.40 80,911	OVER 26
Z HOURLY BIWEEKLY ANNUAL*	31.27 2,501.60 65,242	35.18 2,814.40 73,400	39.09 3,127.20 81,557	OVER 27
1 HOURLY BIWEEKLY ANNUAL*	31.51 2,520.80 65,742	35.45 2,836.00 73,963	39.39 3,151.20 82,183	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A HOURLY BIWEEKLY ANNUAL*	26.91 2,152.80 56,145	30.27 2,421.60 63,155	33.63 2,690.40 70,166	0-3
B HOURLY BIWEEKLY ANNUAL*	28.26 2,260.80 58,962	31.78 2,542.40 66,306	35.31 2,824.80 73,671	OVER 3
C HOURLY BIWEEKLY ANNUAL*	28.52 2,281.60 59,504	32.09 2,567.20 66,953	35.65 2,852.00 74,380	OVER 4
D HOURLY BIWEEKLY ANNUAL*	28.79 2,303.20 60,067	32.39 2,591.20 67,578	35.98 2,878.40 75,069	OVER 5
E HOURLY BIWEEKLY ANNUAL*	29.06 2,324.80 60,631	32.69 2,615.20 68,204	36.32 2,905.60 75,778	OVER 6
F HOURLY BIWEEKLY ANNUAL*	29.33 2,346.40 61,194	32.99 2,639.20 68,830	36.66 2,932.80 76,487	OVER 7
G HOURLY BIWEEKLY ANNUAL*	29.60 2,368.00 61,757	33.30 2,664.00 69,477	36.99 2,959.20 77,176	OVER 8
H HOURLY BIWEEKLY ANNUAL*	29.87 2,389.60 62,321	33.60 2,688.00 70,103	37.33 2,986.40 77,885	OVER 9
I HOURLY BIWEEKLY ANNUAL*	30.14 2,411.20 62,884	33.90 2,712.00 70,729	37.67 3,013.60 78,595	OVER 10
J HOURLY BIWEEKLY ANNUAL*	30.41 2,432.80 63,447	34.21 2,736.80 71,376	38.00 3,040.00 79,283	OVER 11
K HOURLY BIWEEKLY ANNUAL*	30.68 2,454.40 64,011	34.51 2,760.80 72,002	38.34 3,067.20 79,993	OVER 12
L HOURLY BIWEEKLY ANNUAL*	30.95 2,476.00 64,574	34.81 2,784.80 72,628	38.67 3,093.60 80,681	OVER 13
M HOURLY BIWEEKLY ANNUAL*	31.22 2,497.60 65,137	35.11 2,808.80 73,254	39.01 3,120.80 81,390	OVER 14
N HOURLY BIWEEKLY ANNUAL*	31.48 2,518.40 65,680	35.42 2,833.60 73,900	39.35 3,148.00 82,100	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O HOURLY BIWEEKLY ANNUAL*	31.75 2,540.00 66,243	35.72 2,857.60 74,526	39.68 3,174.40 82,788	OVER 16
P HOURLY BIWEEKLY ANNUAL*	32.02 2,561.60 66,807	36.02 2,881.60 75,152	40.02 3,201.60 83,498	OVER 17
Q HOURLY BIWEEKLY ANNUAL*	32.29 2,583.20 67,370	36.32 2,905.60 75,778	40.36 3,228.80 84,207	OVER 18
R HOURLY BIWEEKLY ANNUAL*	32.56 2,604.80 67,933	36.63 2,930.40 76,425	40.69 3,255.20 84,896	OVER 19
S HOURLY BIWEEKLY ANNUAL*	32.83 2,626.40 68,497	36.93 2,954.40 77,051	41.03 3,282.40 85,605	OVER 20
T HOURLY BIWEEKLY ANNUAL*	33.10 2,648.00 69,060	37.23 2,978.40 77,677	41.36 3,308.80 86,294	OVER 21
U HOURLY BIWEEKLY ANNUAL*	33.37 2,669.60 69,623	37.53 3,002.40 78,303	41.70 3,336.00 87,003	OVER 22
V HOURLY BIWEEKLY ANNUAL*	33.64 2,691.20 70,186	37.84 3,027.20 78,949	42.04 3,363.20 87,712	OVER 23
W HOURLY BIWEEKLY ANNUAL*	33.91 2,712.80 70,750	38.14 3,051.20 79,575	42.37 3,389.60 88,401	OVER 24
X HOURLY BIWEEKLY ANNUAL*	34.18 2,734.40 71,313	38.44 3,075.20 80,201	42.71 3,416.80 89,110	OVER 25
Y HOURLY BIWEEKLY ANNUAL*	34.44 2,755.20 71,856	38.75 3,100.00 80,848	43.05 3,444.00 89,820	OVER 26
Z HOURLY BIWEEKLY ANNUAL*	34.71 2,776.80 72,419	39.05 3,124.00 81,474	43.38 3,470.40 90,508	OVER 27
1 HOURLY BIWEEKLY ANNUAL*	34.98 2,798.40 72,982	39.35 3,148.00 82,100	43.72 3,497.60 91,217	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A	29.87 2,389.60 62,321	33.60 2,688.00 70,103	37.33 2,986.40 77,885	0-3
B	31.36 2,508.80 65,430	35.28 2,822.40 73,608	39.20 3,136.00 81,787	OVER 3
C	31.66 2,532.80 66,055	35.62 2,849.60 74,318	39.57 3,165.60 82,559	OVER 4
D	31.96 2,556.80 66,681	35.95 2,876.00 75,006	39.94 3,195.20 83,331	OVER 5
E	32.26 2,580.80 67,307	36.29 2,903.20 75,715	40.32 3,225.60 84,124	OVER 6
F	32.56 2,604.80 67,933	36.62 2,929.60 76,404	40.69 3,255.20 84,896	OVER 7
G	32.86 2,628.80 68,559	36.96 2,956.80 77,113	41.06 3,284.80 85,668	OVER 8
H	33.16 2,652.80 69,185	37.30 2,984.00 77,823	41.44 3,315.20 86,460	OVER 9
I	33.45 2,676.00 69,790	37.63 3,010.40 78,511	41.81 3,344.80 87,232	OVER 10
J	33.75 2,700.00 70,416	37.97 3,037.60 79,221	42.18 3,374.40 88,004	OVER 11
K	34.05 2,724.00 71,042	38.30 3,064.00 79,909	42.56 3,404.80 88,797	OVER 12
L	34.35 2,748.00 71,668	38.64 3,091.20 80,618	42.93 3,434.40 89,569	OVER 13
M	34.65 2,772.00 72,294	38.98 3,118.40 81,328	43.30 3,464.00 90,341	OVER 14
N	34.95 2,796.00 72,920	39.31 3,144.80 82,016	43.68 3,494.40 91,134	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O	35.25 2,820.00 73,546	39.65 3,172.00 82,726	44.05 3,524.00 91,906	OVER 16
P	35.55 2,844.00 74,172	39.98 3,198.40 83,414	44.42 3,553.60 92,678	OVER 17
Q	35.84 2,867.20 74,777	40.32 3,225.60 84,124	44.80 3,584.00 93,471	OVER 18
R	36.14 2,891.20 75,402	40.66 3,252.80 84,833	45.17 3,613.60 94,243	OVER 19
S	36.44 2,915.20 76,028	40.99 3,279.20 85,522	45.54 3,643.20 95,015	OVER 20
T	36.74 2,939.20 76,654	41.33 3,306.40 86,231	45.92 3,673.60 95,807	OVER 21
U	37.04 2,963.20 77,280	41.66 3,332.80 86,919	46.29 3,703.20 96,579	OVER 22
V	37.34 2,987.20 77,906	42.00 3,360.00 87,629	46.66 3,732.80 97,351	OVER 23
W	37.64 3,011.20 78,532	42.34 3,387.20 88,338	47.04 3,763.20 98,144	OVER 24
X	37.93 3,034.40 79,137	42.67 3,413.60 89,027	47.41 3,792.80 98,916	OVER 25
Y	38.23 3,058.40 79,763	43.01 3,440.80 89,736	47.78 3,822.40 99,688	OVER 26
Z	38.53 3,082.40 80,389	43.34 3,467.20 90,425	48.16 3,852.80 100,481	OVER 27
1	38.83 3,106.40 81,015	43.68 3,494.40 91,134	48.53 3,882.40 101,253	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

APPENDIX B

PAY SCALE GROUP CP30
Capitol Police Patrolman

COMMONWEALTH OF PENNSYLVANIA
CAPITOL POLICE PAY SCHEDULE
EFFECTIVE OCTOBER 1, 2020

PAY SCALE TYPE CP
PAGE 1 OF 4

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A	22.28 1,782.40 46,485	25.07 2,005.60 52,306	27.85 2,228.00 58,106	0-3
B	23.39 1,871.20 48,801	26.32 2,105.60 54,914	29.24 2,339.20 61,006	OVER 3
C	23.62 1,889.60 49,281	26.57 2,125.60 55,436	29.52 2,361.60 61,591	OVER 4
D	23.84 1,907.20 49,740	26.82 2,145.60 55,957	29.80 2,384.00 62,175	OVER 5
E	24.06 1,924.80 50,199	27.08 2,166.40 56,500	30.08 2,406.40 62,759	OVER 6
F	24.29 1,943.20 50,679	27.33 2,186.40 57,021	30.36 2,428.80 63,343	OVER 7
G	24.51 1,960.80 51,138	27.58 2,206.40 57,543	30.64 2,451.20 63,927	OVER 8
H	24.73 1,978.40 51,597	27.83 2,226.40 58,065	30.91 2,472.80 64,491	OVER 9
I	25.33 2,026.40 52,849	28.50 2,280.00 59,462	31.66 2,532.80 66,055	<i>First Class</i> OVER 10
J	25.55 2,044.00 53,308	28.75 2,300.00 59,984	31.94 2,555.20 66,640	OVER 11
K	25.78 2,062.40 53,787	29.01 2,320.80 60,526	32.23 2,578.40 67,245	OVER 12
L	26.01 2,080.80 54,267	29.26 2,340.80 61,048	32.51 2,600.80 67,829	OVER 13
M	26.23 2,098.40 54,726	29.52 2,361.60 61,591	32.79 2,623.20 68,413	OVER 14
N	26.46 2,116.80 55,206	29.77 2,381.60 62,112	33.07 2,645.60 68,997	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O	26.68 2,134.40 55,665	30.03 2,402.40 62,655	33.36 2,668.80 69,602	OVER 16
P	26.91 2,152.80 56,145	30.28 2,422.40 63,176	33.64 2,691.20 70,186	OVER 17
Q	27.14 2,171.20 56,625	30.54 2,443.20 63,719	33.92 2,713.60 70,771	OVER 18
R	27.36 2,188.80 57,084	30.79 2,463.20 64,240	34.20 2,736.00 71,355	OVER 19
S	28.00 2,240.00 58,419	31.50 2,520.00 65,722	35.00 2,800.00 73,024	<i>Master</i> OVER 20
T	28.23 2,258.40 58,899	31.76 2,540.80 66,264	35.28 2,822.40 73,608	OVER 21
U	28.46 2,276.80 59,379	32.02 2,561.60 66,807	35.57 2,845.60 74,213	OVER 22
V	28.69 2,295.20 59,859	32.28 2,582.40 67,349	35.86 2,868.80 74,818	OVER 23
W	28.91 2,312.80 60,318	32.54 2,603.20 67,891	36.14 2,891.20 75,402	OVER 24
X	29.14 2,331.20 60,798	32.79 2,623.20 68,413	36.43 2,914.40 76,008	OVER 25
Y	29.37 2,349.60 61,278	33.05 2,644.00 68,956	36.72 2,937.60 76,613	OVER 26
Z	29.60 2,368.00 61,757	33.31 2,664.80 69,498	37.00 2,960.00 77,197	OVER 27
1	29.83 2,386.40 62,237	33.57 2,685.60 70,040	37.29 2,983.20 77,802	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A	24.73 1,978.40 51,597	27.83 2,226.40 58,065	30.91 2,472.80 64,491	0-3
B	25.97 2,077.60 54,184	29.22 2,337.60 60,965	32.46 2,596.80 67,725	OVER 3
C	26.21 2,096.80 54,685	29.50 2,360.00 61,549	32.76 2,620.80 68,350	OVER 4
D	26.46 2,116.80 55,206	29.78 2,382.40 62,133	33.07 2,645.60 68,997	OVER 5
E	26.71 2,136.80 55,728	30.06 2,404.80 62,717	33.38 2,670.40 69,644	OVER 6
F	26.96 2,156.80 56,249	30.33 2,426.40 63,281	33.69 2,695.20 70,291	OVER 7
G	27.20 2,176.00 56,750	30.61 2,448.80 63,865	34.00 2,720.00 70,938	OVER 8
H	27.45 2,196.00 57,272	30.89 2,471.20 64,449	34.31 2,744.80 71,584	OVER 9
I	27.70 2,216.00 57,793	31.17 2,493.60 65,033	34.62 2,769.60 72,231	OVER 10
J	27.94 2,235.20 58,294	31.45 2,516.00 65,617	34.93 2,794.40 72,878	OVER 11
K	28.19 2,255.20 58,816	31.73 2,538.40 66,201	35.24 2,819.20 73,525	OVER 12
L	28.44 2,275.20 59,337	32.00 2,560.00 66,765	35.55 2,844.00 74,172	OVER 13
M	28.69 2,295.20 59,859	32.28 2,582.40 67,349	35.86 2,868.80 74,818	OVER 14
N	28.93 2,314.40 60,360	32.56 2,604.80 67,933	36.16 2,892.80 75,444	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O	29.18 2,334.40 60,881	32.84 2,627.20 68,517	36.47 2,917.60 76,091	OVER 16
P	29.43 2,354.40 61,403	33.12 2,649.60 69,102	36.78 2,942.40 76,738	OVER 17
Q	29.68 2,374.40 61,924	33.40 2,672.00 69,686	37.09 2,967.20 77,385	OVER 18
R	29.92 2,393.60 62,425	33.67 2,693.60 70,249	37.40 2,992.00 78,031	OVER 19
S	30.17 2,413.60 62,947	33.95 2,716.00 70,833	37.71 3,016.80 78,678	OVER 20
T	30.42 2,433.60 63,468	34.23 2,738.40 71,417	38.02 3,041.60 79,325	OVER 21
U	30.67 2,453.60 63,990	34.51 2,760.80 72,002	38.33 3,066.40 79,972	OVER 22
V	30.91 2,472.80 64,491	34.79 2,783.20 72,586	38.64 3,091.20 80,618	OVER 23
W	31.16 2,492.80 65,012	35.07 2,805.60 73,170	38.95 3,116.00 81,265	OVER 24
X	31.41 2,512.80 65,534	35.34 2,827.20 73,733	39.26 3,140.80 81,912	OVER 25
Y	31.65 2,532.00 66,035	35.62 2,849.60 74,318	39.56 3,164.80 82,538	OVER 26
Z	31.90 2,552.00 66,556	35.90 2,872.00 74,902	39.87 3,189.60 83,185	OVER 27
1	32.15 2,572.00 67,078	36.18 2,894.40 75,486	40.18 3,214.40 83,832	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A	27.45 2,196.00 57,272	30.89 2,471.20 64,449	34.31 2,744.80 71,584	0-3
B	28.82 2,305.60 60,130	32.43 2,594.40 67,662	36.03 2,882.40 75,173	OVER 3
C	29.10 2,328.00 60,714	32.74 2,619.20 68,309	36.37 2,909.60 75,882	OVER 4
D	29.37 2,349.60 61,278	33.05 2,644.00 68,956	36.71 2,936.80 76,592	OVER 5
E	29.65 2,372.00 61,862	33.36 2,668.80 69,602	37.05 2,964.00 77,301	OVER 6
F	29.92 2,393.60 62,425	33.67 2,693.60 70,249	37.40 2,992.00 78,031	OVER 7
G	30.20 2,416.00 63,009	33.98 2,718.40 70,896	37.74 3,019.20 78,741	OVER 8
H	30.47 2,437.60 63,573	34.29 2,743.20 71,543	38.08 3,046.40 79,450	OVER 9
I	30.74 2,459.20 64,136	34.60 2,768.00 72,189	38.43 3,074.40 80,180	OVER 10
J	31.02 2,481.60 64,720	34.91 2,792.80 72,836	38.77 3,101.60 80,890	OVER 11
K	31.29 2,503.20 65,283	35.21 2,816.80 73,462	39.11 3,128.80 81,599	OVER 12
L	31.57 2,525.60 65,868	35.52 2,841.60 74,109	39.46 3,156.80 82,329	OVER 13
M	31.84 2,547.20 66,431	35.83 2,866.40 74,756	39.80 3,184.00 83,039	OVER 14
N	32.12 2,569.60 67,015	36.14 2,891.20 75,402	40.14 3,211.20 83,748	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O	32.39 2,591.20 67,578	36.45 2,916.00 76,049	40.49 3,239.20 84,478	OVER 16
P	32.67 2,613.60 68,163	36.76 2,940.80 76,696	40.83 3,266.40 85,188	OVER 17
Q	32.94 2,635.20 68,726	37.07 2,965.60 77,343	41.17 3,293.60 85,897	OVER 18
R	33.21 2,656.80 69,289	37.38 2,990.40 77,990	41.52 3,321.60 86,627	OVER 19
S	33.49 2,679.20 69,874	37.69 3,015.20 78,636	41.86 3,348.80 87,337	OVER 20
T	33.76 2,700.80 70,437	37.99 3,039.20 79,262	42.20 3,376.00 88,046	OVER 21
U	34.04 2,723.20 71,021	38.30 3,064.00 79,909	42.54 3,403.20 88,755	OVER 22
V	34.31 2,744.80 71,584	38.61 3,088.80 80,556	42.89 3,431.20 89,486	OVER 23
W	34.59 2,767.20 72,169	38.92 3,113.60 81,203	43.23 3,458.40 90,195	OVER 24
X	34.86 2,788.80 72,732	39.23 3,138.40 81,849	43.57 3,485.60 90,904	OVER 25
Y	35.14 2,811.20 73,316	39.54 3,163.20 82,496	43.92 3,513.60 91,635	OVER 26
Z	35.41 2,832.80 73,879	39.85 3,188.00 83,143	44.26 3,540.80 92,344	OVER 27
1	35.69 2,855.20 74,464	40.16 3,212.80 83,790	44.60 3,568.00 93,053	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A	30.47 2,437.60 63,573	34.29 2,743.20 71,543	38.08 3,046.40 79,450	0-3
B	31.99 2,559.20 66,744	36.00 2,880.00 75,110	39.98 3,198.40 83,414	OVER 3
C	32.30 2,584.00 67,391	36.35 2,908.00 75,841	40.36 3,228.80 84,207	OVER 4
D	32.60 2,608.00 68,017	36.69 2,935.20 76,550	40.75 3,260.00 85,021	OVER 5
E	32.91 2,632.80 68,663	37.03 2,962.40 77,259	41.13 3,290.40 85,814	OVER 6
F	33.21 2,656.80 69,289	37.38 2,990.40 77,990	41.51 3,320.80 86,606	OVER 7
G	33.52 2,681.60 69,936	37.72 3,017.60 78,699	41.89 3,351.20 87,399	OVER 8
H	33.82 2,705.60 70,562	38.06 3,044.80 79,408	42.27 3,381.60 88,192	OVER 9
I	34.13 2,730.40 71,209	38.40 3,072.00 80,118	42.65 3,412.00 88,985	OVER 10
J	34.43 2,754.40 71,835	38.75 3,100.00 80,848	43.03 3,442.40 89,778	OVER 11
K	34.74 2,779.20 72,482	39.09 3,127.20 81,557	43.41 3,472.80 90,571	OVER 12
L	35.04 2,803.20 73,107	39.43 3,154.40 82,267	43.79 3,503.20 91,363	OVER 13
M	35.35 2,828.00 73,754	39.78 3,182.40 82,997	44.17 3,533.60 92,156	OVER 14
N	35.65 2,852.00 74,380	40.12 3,209.60 83,706	44.55 3,564.00 92,949	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O	35.95 2,876.00 75,006	40.46 3,236.80 84,416	44.93 3,594.40 93,742	OVER 16
P	36.26 2,900.80 75,653	40.81 3,264.80 85,146	45.32 3,625.60 94,556	OVER 17
Q	36.56 2,924.80 76,279	41.15 3,292.00 85,855	45.70 3,656.00 95,348	OVER 18
R	36.87 2,949.60 76,926	41.49 3,319.20 86,565	46.08 3,686.40 96,141	OVER 19
S	37.17 2,973.60 77,551	41.83 3,346.40 87,274	46.46 3,716.80 96,934	OVER 20
T	37.48 2,998.40 78,198	42.18 3,374.40 88,004	46.84 3,747.20 97,727	OVER 21
U	37.78 3,022.40 78,824	42.52 3,401.60 88,714	47.22 3,777.60 98,520	OVER 22
V	38.09 3,047.20 79,471	42.86 3,428.80 89,423	47.60 3,808.00 99,313	OVER 23
W	38.39 3,071.20 80,097	43.21 3,456.80 90,153	47.98 3,838.40 100,105	OVER 24
X	38.70 3,096.00 80,744	43.55 3,484.00 90,863	48.36 3,868.80 100,898	OVER 25
Y	39.00 3,120.00 81,370	43.89 3,511.20 91,572	48.74 3,899.20 101,691	OVER 26
Z	39.31 3,144.80 82,016	44.23 3,538.40 92,281	49.12 3,929.60 102,484	OVER 27
1	39.61 3,168.80 82,642	44.58 3,566.40 93,012	49.50 3,960.00 103,277	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

APPENDIX C

PAY SCALE GROUP CP30
Capitol Police Patrolman

COMMONWEALTH OF PENNSYLVANIA
CAPITOL POLICE PAY SCHEDULE
EFFECTIVE OCTOBER 1, 2021

PAY SCALE TYPE CP
PAGE 1 OF 4

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A	22.84 1,827.20 47,653	25.70 2,056.00 53,620	28.55 2,284.00 59,567	0-3
B	23.98 1,918.40 50,032	26.99 2,159.20 56,312	29.98 2,398.40 62,550	OVER 3
C	24.21 1,936.80 50,512	27.24 2,179.20 56,834	30.26 2,420.80 63,134	OVER 4
D	24.44 1,955.20 50,992	27.50 2,200.00 57,376	30.55 2,444.00 63,740	OVER 5
E	24.67 1,973.60 51,471	27.76 2,220.80 57,918	30.83 2,466.40 64,324	OVER 6
F	24.90 1,992.00 51,951	28.01 2,240.80 58,440	31.12 2,489.60 64,929	OVER 7
G	25.12 2,009.60 52,410	28.27 2,261.60 58,983	31.41 2,512.80 65,534	OVER 8
H	25.35 2,028.00 52,890	28.53 2,282.40 59,525	31.69 2,535.20 66,118	OVER 9
I	25.96 2,076.80 54,163	29.22 2,337.60 60,965	32.46 2,596.80 67,725	<i>First Class</i> OVER 10
J	26.20 2,096.00 54,664	29.48 2,358.40 61,507	32.75 2,620.00 68,330	OVER 11
K	26.43 2,114.40 55,144	29.74 2,379.20 62,050	33.04 2,643.20 68,935	OVER 12
L	26.66 2,132.80 55,623	30.00 2,400.00 62,592	33.32 2,665.60 69,519	OVER 13
M	26.89 2,151.20 56,103	30.26 2,420.80 63,134	33.61 2,688.80 70,124	OVER 14
N	27.12 2,169.60 56,583	30.52 2,441.60 63,677	33.90 2,712.00 70,729	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O	27.36 2,188.80 57,084	30.78 2,462.40 64,219	34.19 2,735.20 71,334	OVER 16
P	27.59 2,207.20 57,564	31.04 2,483.20 64,762	34.48 2,758.40 71,939	OVER 17
Q	27.82 2,225.60 58,044	31.30 2,504.00 65,304	34.77 2,781.60 72,544	OVER 18
R	28.05 2,244.00 58,524	31.56 2,524.80 65,847	35.06 2,804.80 73,149	OVER 19
S	28.70 2,296.00 59,880	32.29 2,583.20 67,370	35.88 2,870.40 74,860	<i>Master</i> OVER 20
T	28.94 2,315.20 60,380	32.56 2,604.80 67,933	36.17 2,893.60 75,465	OVER 21
U	29.17 2,333.60 60,860	32.82 2,625.60 68,476	36.46 2,916.80 76,070	OVER 22
V	29.41 2,352.80 61,361	33.09 2,647.20 69,039	36.76 2,940.80 76,696	OVER 23
W	29.64 2,371.20 61,841	33.35 2,668.00 69,581	37.05 2,964.00 77,301	OVER 24
X	29.88 2,390.40 62,342	33.62 2,689.60 70,145	37.35 2,988.00 77,927	OVER 25
Y	30.11 2,408.80 62,822	33.88 2,710.40 70,687	37.64 3,011.20 78,532	OVER 26
Z	30.35 2,428.00 63,322	34.15 2,732.00 71,251	37.93 3,034.40 79,137	OVER 27
1	30.58 2,446.40 63,802	34.41 2,752.80 71,793	38.23 3,058.40 79,763	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A	25.35 2,028.00 52,890	28.53 2,282.40 59,525	31.69 2,535.20 66,118	0-3
B	26.62 2,129.60 55,540	29.96 2,396.80 62,509	33.27 2,661.60 69,415	OVER 3
C	26.87 2,149.60 56,062	30.24 2,419.20 63,093	33.59 2,687.20 70,082	OVER 4
D	27.12 2,169.60 56,583	30.53 2,442.40 63,698	33.91 2,712.80 70,750	OVER 5
E	27.38 2,190.40 57,126	30.81 2,464.80 64,282	34.23 2,738.40 71,417	OVER 6
F	27.63 2,210.40 57,647	31.10 2,488.00 64,887	34.54 2,763.20 72,064	OVER 7
G	27.89 2,231.20 58,190	31.38 2,510.40 65,471	34.86 2,788.80 72,732	OVER 8
H	28.14 2,251.20 58,711	31.67 2,533.60 66,076	35.18 2,814.40 73,400	OVER 9
I	28.39 2,271.20 59,233	31.95 2,556.00 66,660	35.49 2,839.20 74,046	OVER 10
J	28.65 2,292.00 59,775	32.24 2,579.20 67,266	35.81 2,864.80 74,714	OVER 11
K	28.90 2,312.00 60,297	32.52 2,601.60 67,850	36.13 2,890.40 75,382	OVER 12
L	29.15 2,332.00 60,819	32.81 2,624.80 68,455	36.44 2,915.20 76,028	OVER 13
M	29.41 2,352.80 61,361	33.09 2,647.20 69,039	36.76 2,940.80 76,696	OVER 14
N	29.66 2,372.80 61,883	33.38 2,670.40 69,644	37.08 2,966.40 77,364	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O	29.91 2,392.80 62,404	33.67 2,693.60 70,249	37.39 2,991.20 78,010	OVER 16
P	30.17 2,413.60 62,947	33.95 2,716.00 70,833	37.71 3,016.80 78,678	OVER 17
Q	30.42 2,433.60 63,468	34.24 2,739.20 71,438	38.03 3,042.40 79,346	OVER 18
R	30.67 2,453.60 63,990	34.52 2,761.60 72,023	38.34 3,067.20 79,993	OVER 19
S	30.93 2,474.40 64,532	34.81 2,784.80 72,628	38.66 3,092.80 80,660	OVER 20
T	31.18 2,494.40 65,054	35.09 2,807.20 73,212	38.98 3,118.40 81,328	OVER 21
U	31.43 2,514.40 65,576	35.38 2,830.40 73,817	39.30 3,144.00 81,996	OVER 22
V	31.69 2,535.20 66,118	35.66 2,852.80 74,401	39.61 3,168.80 82,642	OVER 23
W	31.94 2,555.20 66,640	35.95 2,876.00 75,006	39.93 3,194.40 83,310	OVER 24
X	32.19 2,575.20 67,161	36.23 2,898.40 75,590	40.25 3,220.00 83,978	OVER 25
Y	32.45 2,596.00 67,704	36.52 2,921.60 76,195	40.56 3,244.80 84,624	OVER 26
Z	32.70 2,616.00 68,225	36.80 2,944.00 76,780	40.88 3,270.40 85,292	OVER 27
1	32.96 2,636.80 68,768	37.09 2,967.20 77,385	41.20 3,296.00 85,960	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A	28.14 2,251.20 58,711	31.67 2,533.60 66,076	35.18 2,814.40 73,400	0-3
B	29.55 2,364.00 61,653	33.25 2,660.00 69,373	36.94 2,955.20 77,072	OVER 3
C	29.83 2,386.40 62,237	33.57 2,685.60 70,040	37.29 2,983.20 77,802	OVER 4
D	30.11 2,408.80 62,822	33.89 2,711.20 70,708	37.64 3,011.20 78,532	OVER 5
E	30.39 2,431.20 63,406	34.20 2,736.00 71,355	37.99 3,039.20 79,262	OVER 6
F	30.67 2,453.60 63,990	34.52 2,761.60 72,023	38.35 3,068.00 80,013	OVER 7
G	30.95 2,476.00 64,574	34.84 2,787.20 72,690	38.70 3,096.00 80,744	OVER 8
H	31.24 2,499.20 65,179	35.15 2,812.00 73,337	39.05 3,124.00 81,474	OVER 9
I	31.52 2,521.60 65,763	35.47 2,837.60 74,005	39.40 3,152.00 82,204	OVER 10
J	31.80 2,544.00 66,348	35.79 2,863.20 74,672	39.75 3,180.00 82,934	OVER 11
K	32.08 2,566.40 66,932	36.10 2,888.00 75,319	40.11 3,208.80 83,686	OVER 12
L	32.36 2,588.80 67,516	36.42 2,913.60 75,987	40.46 3,236.80 84,416	OVER 13
M	32.64 2,611.20 68,100	36.74 2,939.20 76,654	40.81 3,264.80 85,146	OVER 14
N	32.92 2,633.60 68,684	37.05 2,964.00 77,301	41.16 3,292.80 85,876	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O	33.21 2,656.80 69,289	37.37 2,989.60 77,969	41.51 3,320.80 86,606	OVER 16
P	33.49 2,679.20 69,874	37.69 3,015.20 78,636	41.86 3,348.80 87,337	OVER 17
Q	33.77 2,701.60 70,458	38.00 3,040.00 79,283	42.22 3,377.60 88,088	OVER 18
R	34.05 2,724.00 71,042	38.32 3,065.60 79,951	42.57 3,405.60 88,818	OVER 19
S	34.33 2,746.40 71,626	38.64 3,091.20 80,618	42.92 3,433.60 89,548	OVER 20
T	34.61 2,768.80 72,210	38.95 3,116.00 81,265	43.27 3,461.60 90,279	OVER 21
U	34.89 2,791.20 72,794	39.27 3,141.60 81,933	43.62 3,489.60 91,009	OVER 22
V	35.18 2,814.40 73,400	39.59 3,167.20 82,601	43.98 3,518.40 91,760	OVER 23
W	35.46 2,836.80 73,984	39.90 3,192.00 83,247	44.33 3,546.40 92,490	OVER 24
X	35.74 2,859.20 74,568	40.22 3,217.60 83,915	44.68 3,574.40 93,220	OVER 25
Y	36.02 2,881.60 75,152	40.54 3,243.20 84,583	45.03 3,602.40 93,951	OVER 26
Z	36.30 2,904.00 75,736	40.85 3,268.00 85,229	45.38 3,630.40 94,681	OVER 27
1	36.58 2,926.40 76,321	41.17 3,293.60 85,897	45.73 3,658.40 95,411	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A	31.24 2,499.20 65,179	35.15 2,812.00 73,337	39.05 3,124.00 81,474	0-3
B	32.80 2,624.00 68,434	36.91 2,952.80 77,009	41.00 3,280.00 85,542	OVER 3
C	33.11 2,648.80 69,081	37.26 2,980.80 77,739	41.39 3,311.20 86,356	OVER 4
D	33.43 2,674.40 69,748	37.61 3,008.80 78,470	41.78 3,342.40 87,170	OVER 5
E	33.74 2,699.20 70,395	37.96 3,036.80 79,200	42.17 3,373.60 87,983	OVER 6
F	34.05 2,724.00 71,042	38.31 3,064.80 79,930	42.56 3,404.80 88,797	OVER 7
G	34.36 2,748.80 71,689	38.67 3,093.60 80,681	42.96 3,436.80 89,632	OVER 8
H	34.68 2,774.40 72,356	39.02 3,121.60 81,411	43.35 3,468.00 90,445	OVER 9
I	34.99 2,799.20 73,003	39.37 3,149.60 82,142	43.74 3,499.20 91,259	OVER 10
J	35.30 2,824.00 73,650	39.72 3,177.60 82,872	44.13 3,530.40 92,073	OVER 11
K	35.61 2,848.80 74,297	40.07 3,205.60 83,602	44.52 3,561.60 92,887	OVER 12
L	35.93 2,874.40 74,964	40.42 3,233.60 84,332	44.91 3,592.80 93,700	OVER 13
M	36.24 2,899.20 75,611	40.77 3,261.60 85,063	45.30 3,624.00 94,514	OVER 14
N	36.55 2,924.00 76,258	41.13 3,290.40 85,814	45.69 3,655.20 95,328	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O	36.86 2,948.80 76,905	41.48 3,318.40 86,544	46.08 3,686.40 96,141	OVER 16
P	37.18 2,974.40 77,572	41.83 3,346.40 87,274	46.47 3,717.60 96,955	OVER 17
Q	37.49 2,999.20 78,219	42.18 3,374.40 88,004	46.86 3,748.80 97,769	OVER 18
R	37.80 3,024.00 78,866	42.53 3,402.40 88,735	47.25 3,780.00 98,582	OVER 19
S	38.11 3,048.80 79,513	42.88 3,430.40 89,465	47.64 3,811.20 99,396	OVER 20
T	38.43 3,074.40 80,180	43.23 3,458.40 90,195	48.03 3,842.40 100,210	OVER 21
U	38.74 3,099.20 80,827	43.59 3,487.20 90,946	48.42 3,873.60 101,023	OVER 22
V	39.05 3,124.00 81,474	43.94 3,515.20 91,676	48.81 3,904.80 101,837	OVER 23
W	39.36 3,148.80 82,121	44.29 3,543.20 92,407	49.20 3,936.00 102,651	OVER 24
X	39.67 3,173.60 82,767	44.64 3,571.20 93,137	49.59 3,967.20 103,465	OVER 25
Y	39.99 3,199.20 83,435	44.99 3,599.20 93,867	49.98 3,998.40 104,278	OVER 26
Z	40.30 3,224.00 84,082	45.34 3,627.20 94,597	50.37 4,029.60 105,092	OVER 27
1	40.61 3,248.80 84,729	45.70 3,656.00 95,348	50.77 4,061.60 105,927	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

APPENDIX D

PAY SCALE GROUP CP30
Capitol Police Patrolman

COMMONWEALTH OF PENNSYLVANIA
CAPITOL POLICE PAY SCHEDULE
EFFECTIVE OCTOBER 1, 2022

PAY SCALE TYPE CP
PAGE 1 OF 4

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A	23.41 1,872.80 48,843	26.33 2,106.40 54,935	29.26 2,340.80 61,048	0-3
B	24.58 1,966.40 51,284	27.65 2,212.00 57,689	30.72 2,457.60 64,094	OVER 3
C	24.81 1,984.80 51,764	27.91 2,232.80 58,231	31.02 2,481.60 64,720	OVER 4
D	25.05 2,004.00 52,264	28.17 2,253.60 58,774	31.31 2,504.80 65,325	OVER 5
E	25.28 2,022.40 52,744	28.44 2,275.20 59,337	31.60 2,528.00 65,930	OVER 6
F	25.52 2,041.60 53,245	28.70 2,296.00 59,880	31.89 2,551.20 66,535	OVER 7
G	25.75 2,060.00 53,725	28.96 2,316.80 60,422	32.19 2,575.20 67,161	OVER 8
H	25.99 2,079.20 54,226	29.23 2,338.40 60,985	32.48 2,598.40 67,766	OVER 9
I	26.61 2,128.80 55,519	29.93 2,394.40 62,446	33.26 2,660.80 69,394	<i>First Class</i> OVER 10
J	26.85 2,148.00 56,020	30.20 2,416.00 63,009	33.56 2,684.80 70,020	OVER 11
K	27.09 2,167.20 56,521	30.47 2,437.60 63,573	33.86 2,708.80 70,646	OVER 12
L	27.33 2,186.40 57,021	30.73 2,458.40 64,115	34.15 2,732.00 71,251	OVER 13
M	27.56 2,204.80 57,501	31.00 2,480.00 64,678	34.45 2,756.00 71,876	OVER 14
N	27.80 2,224.00 58,002	31.27 2,501.60 65,242	34.75 2,780.00 72,502	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O	28.04 2,243.20 58,503	31.54 2,523.20 65,805	35.04 2,803.20 73,107	OVER 16
P	28.28 2,262.40 59,003	31.80 2,544.00 66,348	35.34 2,827.20 73,733	OVER 17
Q	28.51 2,280.80 59,483	32.07 2,565.60 66,911	35.64 2,851.20 74,359	OVER 18
R	28.75 2,300.00 59,984	32.34 2,587.20 67,474	35.94 2,875.20 74,985	OVER 19
S	29.42 2,353.60 61,382	33.09 2,647.20 69,039	36.77 2,941.60 76,717	<i>Master</i> OVER 20
T	29.66 2,372.80 61,883	33.36 2,668.80 69,602	37.07 2,965.60 77,343	OVER 21
U	29.90 2,392.00 62,383	33.63 2,690.40 70,166	37.37 2,989.60 77,969	OVER 22
V	30.14 2,411.20 62,884	33.90 2,712.00 70,729	37.67 3,013.60 78,595	OVER 23
W	30.38 2,430.40 63,385	34.17 2,733.60 71,292	37.97 3,037.60 79,221	OVER 24
X	30.62 2,449.60 63,886	34.44 2,755.20 71,856	38.28 3,062.40 79,867	OVER 25
Y	30.86 2,468.80 64,386	34.71 2,776.80 72,419	38.58 3,086.40 80,493	OVER 26
Z	31.10 2,488.00 64,887	34.98 2,798.40 72,982	38.88 3,110.40 81,119	OVER 27
I	31.35 2,508.00 65,409	35.26 2,820.80 73,566	39.18 3,134.40 81,745	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A	25.99 2,079.20 54,226	29.23 2,338.40 60,985	32.48 2,598.40 67,766	0-3
B	27.29 2,183.20 56,938	30.69 2,455.20 64,032	34.10 2,728.00 71,146	OVER 3
C	27.55 2,204.00 57,480	30.98 2,478.40 64,637	34.43 2,754.40 71,835	OVER 4
D	27.81 2,224.80 58,023	31.28 2,502.40 65,263	34.75 2,780.00 72,502	OVER 5
E	28.07 2,245.60 58,565	31.57 2,525.60 65,868	35.08 2,806.40 73,191	OVER 6
F	28.33 2,266.40 59,108	31.86 2,548.80 66,473	35.40 2,832.00 73,859	OVER 7
G	28.59 2,287.20 59,650	32.15 2,572.00 67,078	35.73 2,858.40 74,547	OVER 8
H	28.85 2,308.00 60,193	32.45 2,596.00 67,704	36.05 2,884.00 75,215	OVER 9
I	29.11 2,328.80 60,735	32.74 2,619.20 68,309	36.38 2,910.40 75,903	OVER 10
J	29.37 2,349.60 61,278	33.03 2,642.40 68,914	36.70 2,936.00 76,571	OVER 11
K	29.63 2,370.40 61,820	33.32 2,665.60 69,519	37.03 2,962.40 77,259	OVER 12
L	29.89 2,391.20 62,362	33.61 2,688.80 70,124	37.35 2,988.00 77,927	OVER 13
M	30.15 2,412.00 62,905	33.91 2,712.80 70,750	37.68 3,014.40 78,616	OVER 14
N	30.41 2,432.80 63,447	34.20 2,736.00 71,355	38.00 3,040.00 79,283	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O	30.67 2,453.60 63,990	34.49 2,759.20 71,960	38.33 3,066.40 79,972	OVER 16
P	30.93 2,474.40 64,532	34.78 2,782.40 72,565	38.65 3,092.00 80,639	OVER 17
Q	31.19 2,495.20 65,075	35.08 2,806.40 73,191	38.98 3,118.40 81,328	OVER 18
R	31.45 2,516.00 65,617	35.37 2,829.60 73,796	39.30 3,144.00 81,996	OVER 19
S	31.71 2,536.80 66,160	35.66 2,852.80 74,401	39.63 3,170.40 82,684	OVER 20
T	31.97 2,557.60 66,702	35.95 2,876.00 75,006	39.95 3,196.00 83,352	OVER 21
U	32.23 2,578.40 67,245	36.25 2,900.00 75,632	40.28 3,222.40 84,040	OVER 22
V	32.49 2,599.20 67,787	36.54 2,923.20 76,237	40.60 3,248.00 84,708	OVER 23
W	32.75 2,620.00 68,330	36.83 2,946.40 76,842	40.92 3,273.60 85,375	OVER 24
X	33.01 2,640.80 68,872	37.12 2,969.60 77,447	41.25 3,300.00 86,064	OVER 25
Y	33.27 2,661.60 69,415	37.41 2,992.80 78,052	41.57 3,325.60 86,732	OVER 26
Z	33.53 2,682.40 69,957	37.71 3,016.80 78,678	41.90 3,352.00 87,420	OVER 27
I	33.79 2,703.20 70,499	38.00 3,040.00 79,283	42.22 3,377.60 88,088	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A	28.85 2,308.00 60,193	32.45 2,596.00 67,704	36.05 2,884.00 75,215	0-3
B	30.29 2,423.20 63,197	34.07 2,725.60 71,084	37.85 3,028.00 78,970	OVER 3
C	30.58 2,446.40 63,802	34.40 2,752.00 71,772	38.21 3,056.80 79,721	OVER 4
D	30.87 2,469.60 64,407	34.72 2,777.60 72,440	38.57 3,085.60 80,472	OVER 5
E	31.16 2,492.80 65,012	35.05 2,804.00 73,128	38.93 3,114.40 81,224	OVER 6
F	31.45 2,516.00 65,617	35.37 2,829.60 73,796	39.29 3,143.20 81,975	OVER 7
G	31.74 2,539.20 66,222	35.70 2,856.00 74,484	39.66 3,172.80 82,747	OVER 8
H	32.02 2,561.60 66,807	36.02 2,881.60 75,152	40.02 3,201.60 83,498	OVER 9
I	32.31 2,584.80 67,412	36.34 2,907.20 75,820	40.38 3,230.40 84,249	OVER 10
J	32.60 2,608.00 68,017	36.67 2,933.60 76,508	40.74 3,259.20 85,000	OVER 11
K	32.89 2,631.20 68,622	36.99 2,959.20 77,176	41.10 3,288.00 85,751	OVER 12
L	33.18 2,654.40 69,227	37.32 2,985.60 77,864	41.46 3,316.80 86,502	OVER 13
M	33.47 2,677.60 69,832	37.64 3,011.20 78,532	41.82 3,345.60 87,253	OVER 14
N	33.75 2,700.00 70,416	37.97 3,037.60 79,221	42.18 3,374.40 88,004	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O	34.04 2,723.20 71,021	38.29 3,063.20 79,888	42.54 3,403.20 88,755	OVER 16
P	34.33 2,746.40 71,626	38.62 3,089.60 80,577	42.90 3,432.00 89,507	OVER 17
Q	34.62 2,769.60 72,231	38.94 3,115.20 81,244	43.26 3,460.80 90,258	OVER 18
R	34.91 2,792.80 72,836	39.26 3,140.80 81,912	43.62 3,489.60 91,009	OVER 19
S	35.20 2,816.00 73,441	39.59 3,167.20 82,601	43.98 3,518.40 91,760	OVER 20
T	35.49 2,839.20 74,046	39.91 3,192.80 83,268	44.34 3,547.20 92,511	OVER 21
U	35.77 2,861.60 74,631	40.24 3,219.20 83,957	44.70 3,576.00 93,262	OVER 22
V	36.06 2,884.80 75,236	40.56 3,244.80 84,624	45.06 3,604.80 94,013	OVER 23
W	36.35 2,908.00 75,841	40.89 3,271.20 85,313	45.42 3,633.60 94,764	OVER 24
X	36.64 2,931.20 76,446	41.21 3,296.80 85,981	45.78 3,662.40 95,515	OVER 25
Y	36.93 2,954.40 77,051	41.54 3,323.20 86,669	46.14 3,691.20 96,266	OVER 26
Z	37.22 2,977.60 77,656	41.86 3,348.80 87,337	46.50 3,720.00 97,018	OVER 27
1	37.51 3,000.80 78,261	42.19 3,375.20 88,025	46.87 3,749.60 97,790	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
A HOURLY BIWEEKLY ANNUAL*	32.02 2,561.60 66,807	36.02 2,881.60 75,152	40.02 3,201.60 83,498	0-3
B HOURLY BIWEEKLY ANNUAL*	33.62 2,689.60 70,145	37.82 3,025.60 78,908	42.02 3,361.60 87,671	OVER 3
C HOURLY BIWEEKLY ANNUAL*	33.94 2,715.20 70,812	38.18 3,054.40 79,659	42.42 3,393.60 88,505	OVER 4
D HOURLY BIWEEKLY ANNUAL*	34.26 2,740.80 71,480	38.54 3,083.20 80,410	42.82 3,425.60 89,340	OVER 5
E HOURLY BIWEEKLY ANNUAL*	34.58 2,766.40 72,148	38.90 3,112.00 81,161	43.22 3,457.60 90,174	OVER 6
F HOURLY BIWEEKLY ANNUAL*	34.90 2,792.00 72,815	39.26 3,140.80 81,912	43.62 3,489.60 91,009	OVER 7
G HOURLY BIWEEKLY ANNUAL*	35.22 2,817.60 73,483	39.62 3,169.60 82,663	44.02 3,521.60 91,843	OVER 8
H HOURLY BIWEEKLY ANNUAL*	35.54 2,843.20 74,151	39.98 3,198.40 83,414	44.42 3,553.60 92,678	OVER 9
I HOURLY BIWEEKLY ANNUAL*	35.86 2,868.80 74,818	40.34 3,227.20 84,165	44.82 3,585.60 93,512	OVER 10
J HOURLY BIWEEKLY ANNUAL*	36.18 2,894.40 75,486	40.70 3,256.00 84,916	45.22 3,617.60 94,347	OVER 11
K HOURLY BIWEEKLY ANNUAL*	36.50 2,920.00 76,154	41.06 3,284.80 85,668	45.62 3,649.60 95,182	OVER 12
L HOURLY BIWEEKLY ANNUAL*	36.82 2,945.60 76,821	41.42 3,313.60 86,419	46.02 3,681.60 96,016	OVER 13
M HOURLY BIWEEKLY ANNUAL*	37.14 2,971.20 77,489	41.78 3,342.40 87,170	46.42 3,713.60 96,851	OVER 14
N HOURLY BIWEEKLY ANNUAL*	37.46 2,996.80 78,157	42.14 3,371.20 87,921	46.82 3,745.60 97,685	OVER 15

LONGEVITY LEVEL	STEP A	STEP B	STEP C	YEARS OF SERVICE
O HOURLY BIWEEKLY ANNUAL*	37.78 3,022.40 78,824	42.50 3,400.00 88,672	47.22 3,777.60 98,520	OVER 16
P HOURLY BIWEEKLY ANNUAL*	38.10 3,048.00 79,492	42.86 3,428.80 89,423	47.62 3,809.60 99,354	OVER 17
Q HOURLY BIWEEKLY ANNUAL*	38.42 3,073.60 80,159	43.22 3,457.60 90,174	48.02 3,841.60 100,189	OVER 18
R HOURLY BIWEEKLY ANNUAL*	38.74 3,099.20 80,827	43.58 3,486.40 90,925	48.42 3,873.60 101,023	OVER 19
S HOURLY BIWEEKLY ANNUAL*	39.06 3,124.80 81,495	43.94 3,515.20 91,676	48.82 3,905.60 101,858	OVER 20
T HOURLY BIWEEKLY ANNUAL*	39.38 3,150.40 82,162	44.30 3,544.00 92,428	49.22 3,937.60 102,693	OVER 21
U HOURLY BIWEEKLY ANNUAL*	39.70 3,176.00 82,830	44.66 3,572.80 93,179	49.62 3,969.60 103,527	OVER 22
V HOURLY BIWEEKLY ANNUAL*	40.03 3,202.40 83,519	45.03 3,602.40 93,951	50.03 4,002.40 104,383	OVER 23
W HOURLY BIWEEKLY ANNUAL*	40.35 3,228.00 84,186	45.39 3,631.20 94,702	50.43 4,034.40 105,217	OVER 24
X HOURLY BIWEEKLY ANNUAL*	40.67 3,253.60 84,854	45.75 3,660.00 95,453	50.83 4,066.40 106,052	OVER 25
Y HOURLY BIWEEKLY ANNUAL*	40.99 3,279.20 85,522	46.11 3,688.80 96,204	51.23 4,098.40 106,886	OVER 26
Z HOURLY BIWEEKLY ANNUAL*	41.31 3,304.80 86,189	46.47 3,717.60 96,955	51.63 4,130.40 107,721	OVER 27
l HOURLY BIWEEKLY ANNUAL*	41.63 3,330.40 86,857	46.83 3,746.40 97,706	52.03 4,162.40 108,555	OVER 28

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

APPENDIX E

ORGANIZATIONAL SENIORITY UNITS

General Services

Furloughs and Promotions

1. Headquarters
2. Scranton State Office Building

APPENDIX F
CLASSIFICATION TITLES

<u>CLASS CODE</u>	<u>TITLE</u>
74841	CAPITOL POLICE OFFICER (PATROLMAN)
74842	CAPITOL POLICE OFFICER (CORPORAL)
74843	CAPITOL POLICE OFFICER (SERGEANT)
74844	CAPITOL POLICE OFFICER (LIEUTENANT)