

**PROVISIONS FROM BOARDS
OF ARBITRATION AWARDS
AND
COLLECTIVE BARGAINING AGREEMENTS**

BETWEEN

COMMONWEALTH OF PENNSYLVANIA

AND

THE PENNSYLVANIA STATE TROOPERS ASSOCIATION

EFFECTIVE JULY 1, 2004 TO JUNE 30, 2008

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INDEX

	<u>Page</u>
Article 1, Recognition	4
Article 2, Prior Arbitration Awards & Agreements	4
Article 3, Distribution of Booklet	4
Article 4, Salaries	4
Article 5, Union Security & Assessments	6
Article 6, Scheduling	7
Article 7, Overtime	8
Article 8, Shift Differential	8
Article 9, Call Time	9
Article 10, Alert Time	9
Article 11, Holidays	9
Article 12, Personal Days	10
Article 13, Vacations	11
Article 14, Sick Leave	12
Article 15, Medical Leave Extension	14
Article 16, Life Insurance	15
Article 17, Survivor Benefits – PSTA Scholarship Fund	15
Article 18, Disability Benefits	16
Article 19, Hospital and Medical Insurance	17
Article 20, Prescription Drug Program	19
Article 21, Vision Care Plan	19
Article 22, Dental Care Program	20
Article 23, Doctor Office Visit Plan/Health Reimbursement Arrangement	20
Article 24, Emergency Counseling Program	21
Article 25, Retirement	21
Article 26, Discipline	22
Article 27, Legal Counsel	27
Article 28, Grievance Procedure	27
Article 29, Administrative Leave	34
Article 30, Union Business	35
Article 31, Personnel Files	35
Article 32, Clothing Maintenance	35
Article 33, Outside Employment	35
Article 34, Reduction in Force	36
Article 35, Member Treatment	36
Article 36, Temporary Assignment	37
Article 37, Specialized Positions and Training	37
Article 38, Transfers	42
Article 39, Badge	42

	<u>Page</u>
Article 40, Car Utilization Study	42
Article 41, Health Care Cost Containment Committee	42
Article 42, Special Committee-Promotion System	43
Article 43, Side Letters	43
Article 44, Physical Fitness Committee	43
Article 45, Family Care Leave	44
Article 46, Non Work-Related Disabilities	45
Article 47, Political Action Committee Deductions	45
Article 48, Leave Donation Program	46
Article 49, Term of Agreement	48
Appendix A, State Police Pay Schedule, July 1, 2004	49
Appendix B, State Police Pay Schedule, July 1, 2005	56
Appendix C, State Police Pay Schedule, July 1, 2006	63
Appendix D, State Police Pay Schedule, July 1, 2007	70
Appendix E, Discipline Standards	77
Appendix F, Index of References to Arbitration Awards & Agreements	79

ARTICLE 1
RECOGNITION

Pursuant to Act 111 of 1968, the Commonwealth of Pennsylvania recognizes the Pennsylvania State Troopers Association as the exclusive representative for collective bargaining purposes for all State Police members excluding the Commissioner, Deputy Commissioners and cadets.

ARTICLE 2
PRIOR ARBITRATION AWARDS AND AGREEMENTS

Section 1. All prior arbitration awards and agreements are hereinafter incorporated by reference and the provisions of the awards and agreements shall be applicable except as modified herein or by mutual agreement between the parties.

Section 2. If any of the awards by an arbitration panel are not implemented either as a result of legal impediment or failure to obtain legislation, then the Arbitration Panel shall be reconvened so that an equivalent benefit can be given in place of the benefit not granted. If the neutral chairman is not available then the parties shall select another neutral chairman by the method provided in Act 111 of the Commonwealth.

ARTICLE 3
DISTRIBUTION OF BOOKLET

The Commonwealth shall print and distribute to each member as quickly as possible the terms of this Agreement and other relevant provisions of previous awards and agreements.

ARTICLE 4
SALARIES

Section 1. Effective July 1, 2004, the base pay rates of Troopers in the State Police Pay Schedule shall be increased by 3.0%.

Section 2. Effective July 1, 2005, the base pay rates of Troopers in the State Police Pay Schedule shall be increased by 3.5%.

Section 3. Effective July 1, 2006, the base pay rates of Troopers in the State Police Pay Schedule shall be increased by 3.5%.

Section 4. Effective July 1, 2007, the base pay rates of Troopers in the State Police Pay Schedule shall be increased by 4.0%.

Section 5. There shall be maintained a rank differential between base rates within the ranks as follows:

- a. The rate for the rank of Corporal shall be 8.0% above the highest base (Step E) without longevity of a Trooper.
- b. The rate for the rank of Sergeant shall be 8.5% above the rate (Step E) without longevity of a Corporal;
- c. The rate for the rank of Lieutenant shall be 9.0% above the rate (Step E) without longevity of a Sergeant;
- d. The rate for the rank of Captain shall be 9.0% above the rate (Step E) without longevity of a Lieutenant;
- e. The rate for the rank of Major shall be 9.5% above the rate (Step E) without longevity of a Captain;

The existing step "E" for the rank of Corporal and above shall be the rate upon which the base differential shall be calculated.

Section 6. In addition to base salary, members shall be entitled to the longevity rate indicated for their years of service in the following table:

- 5.0% of base pay after five (5) years of service
- 6.0% of base pay after six (6) years of service
- 7.0% of base pay after seven (7) years of service
- 8.0% of base pay after eight (8) years of service
- 9.0% of base pay after nine (9) years of service
- 10.0% of base pay after ten (10) years of service
- 11.0% of base pay after eleven (11) years of service
- 12.0% of base pay after twelve (12) years of service
- 13.0% of base pay after thirteen (13) years of service
- 14.0% of base pay after fourteen (14) years of service
- 15.0% of base pay after fifteen (15) years of service
- 16.0% of base pay after sixteen (16) years of service
- 17.0% of base pay after seventeen (17) years of service
- 18.0% of base pay after eighteen (18) years of service
- 19.0% of base pay after nineteen (19) years of service
- 20.0% of base pay after twenty (20) years of service
- 21.0% of base pay after twenty-one (21) years of service
- 22.0% of base pay after twenty-two (22) years of service
- 23.0% of base pay after twenty-three (23) years of service
- 24.0% of base pay after twenty-four (24) years of service
- 25.0% of base pay after twenty-five (25) years of service

26.0% of base pay after twenty-six (26) years of service
27.0% of base pay after twenty-seven (27) years of service
28.0% of base pay after twenty-eight (28) years of service

Section 7. Members who graduate from the State Police Academy shall start at Step S of the Trooper pay range and shall have an anniversary date one year from the date of graduation. All members shall receive one increment each year on their anniversary date until they reach the maximum of their pay range.

Section 8. Members who are promoted shall be placed in the new pay range at the same step and longevity range as that held prior to the promotion with no change in the member's anniversary date or longevity date.

Section 9. In calculating length of service for longevity purposes, the date of a member's service shall be counted from the date of enlistment. For the purpose of this Article, a member's longevity date will not be adjusted for leaves without pay granted in accordance with Article 15, Sections 1 and 2 and Article 45, Section 1.

Section 10. Effective July 1, 2006, there shall be instituted a new Step denoted as Trooper 1st Class. Troopers shall advance to Trooper 1st Class after twelve (12) years of service, and shall be furnished with a clearly noticeable uniform insignia to denote their status. The differential rate for a Trooper 1st Class shall be 2% above the Step E rate. The appropriate longevity increment based on total years of service shall then be applied to that rate.

ARTICLE 5 UNION SECURITY & ASSESSMENTS

Section 1. The Commonwealth shall deduct the current PSTA arbitration assessment from compensation received by a member. The arbitration assessment shall be deducted at the rate of 1/26th of the total assessment from such member's paycheck each pay and shall be forwarded to the Pennsylvania State Troopers Association by the Commonwealth. For members who have not joined the PSTA, a service charge shall be deducted from their compensation as a contribution toward the administration of arbitration awards and the costs of collective bargaining and representation of members in the same manner and amount or percentage as the arbitration assessment. The biweekly amount to be deducted shall be certified to the Commonwealth by the PSTA. Upon failure to pay the charge or fee, the Commonwealth shall discharge the member when advised by the PSTA.

Section 2. Where a member has been suspended, furloughed, or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Commonwealth shall deduct the assessments and charges that are due and owing for the period for which the member receives back pay. Arbitration assessments and service charges will be resumed for members upon their return from leave of absence without pay or recall from furlough.

Section 3. The Commonwealth shall provide the PSTA, on a quarterly basis, a list of all State Police members excluding the Commissioner, Deputy Commissioners and cadets. This list shall contain the member's name, social security number, address, rank and work location.

Section 4. The PSTA shall indemnify and hold the Commonwealth harmless against any and all claims, suits, orders and judgments brought or issued against the Commonwealth as a result of the action taken or not taken by the Commonwealth under the provisions of this Article.

ARTICLE 6 SCHEDULING

Section 1. The workweek shall consist of any five workdays in the week from Saturday through Friday.

Section 2. The workday for all members shall be any eight consecutive hours, inclusive of the meal period, within the period from midnight to midnight of the calendar day; up to two (2) hours may be in the preceding or subsequent day. Should the time overlap of two (2) hours be exceeded by the Commonwealth, the member so assigned shall be paid time and one-half of his/her rate of pay, for all hours in excess of the two (2) hour overlap period.

Section 3. There shall be a minimum of eight hours off between shifts. When two shifts are worked with fewer than eight hours off, hours worked in the eight hour period beginning with the end of the first shift shall be paid at a rate of two and one-half times the hourly rate. A member shall receive no additional compensation for work performed during this period.

Section 4. A change in shift after the shift is posted may take place where twenty-four (24) hours' notice is given prior to the start of the newly-scheduled shift. Any change in schedule without such notice shall be paid at the rate of time and one-half for all hours on that shift. This section shall not be construed as preventing such shift changes.

Section 5. A member shall not be required to remain within the jurisdiction of his/her station during non-working hours. This provision shall not apply to a member who is on alert time.

Section 6. A roster of bargaining unit members' shifts for the following week shall be posted at each work location no later than the Tuesday of the week preceding that described in the roster. Effective February 1, 2005, the roster of bargaining unit members' shifts shall be posted at each work location no later than the Tuesday two weeks preceding that described in the roster.

Section 7. Court Time

a. Once posted as provided in Section 6 above, the roster shall not be changed as a result of the necessity for the member to be present at any judicial or administrative proceeding

relating to or arising from the performance of his/her duties, except with the affected member's voluntary permission. No member shall be discriminated against for withholding such permission.

b. In the event that the member would be required to be present at any judicial or administrative proceeding relating to or arising from the performance of his/her duties on a day or shift for which he/she had been scheduled off in accordance with the posted roster, he/she shall be compensated in accordance with Article 9.

Section 8. A scheduling committee comprised of four (4) persons to be selected by the Department and four (4) persons to be selected by the Association shall meet and discuss all issues related to the current scheduling system. The committee shall develop a pilot program to be implemented no later than December 22, 2005. The pilot program shall be limited to a six (6) month period in one (1) Troop to be selected by the Department in its discretion. The pilot program shall not: increase the costs of operations; entail the use of twelve (12) hour shifts; adversely impact the efficiency or safety of affected operations or standards of service; or contain an unreasonable number of work schedules.

ARTICLE 7 OVERTIME

Section 1. The Commonwealth shall pay one and one-half of the member's regular hourly rate for all hours worked in excess of eight (8) per day or forty (40) per week. The 8-hour day and the 40-hour week shall include all lunch periods. In calculating time worked, all time shall be included, except alert time. Time worked shall include, but not be limited to extension of work schedule, court time, magistrate's time, mandated school time, reserve time and stand-by time.

Section 2. Days taken by a member as sick leave days are to be counted as work days for the purpose of computing overtime.

Section 3. The Commonwealth shall pay one and one-half of the member's regular hourly rate for all consecutive hours worked in excess of eight whether they occurred in one or two calendar days.

ARTICLE 8 SHIFT DIFFERENTIAL

Section 1. A shift differential of 5% will be paid for any regularly scheduled shift which starts at or after 12:00 noon or before 10:30 p.m., provided the shift is worked. A shift differential of 6% will be paid for any regularly scheduled shift which starts at or after 10:30 p.m. or before 6:00 a.m., provided the shift is worked. Effective February 12, 2005, this Section shall be replaced by the following: A shift differential of 5% will be paid for all hours actually worked between 12:00 noon and 10:00 p.m. A shift differential of 6% will be paid for all hours actually worked between 10:00 p.m. and 6:00 a.m.

Section 2. Criminal Investigation personnel scheduled by the Employer to work during the hours set forth in Section 1 above shall be paid as therein provided. Shift differential shall not be paid to Criminal Investigation personnel when the hours worked are employee controlled or are incidental to the cases assigned to such personnel.

Section 3. Effective February 12, 2005, regardless of the above language, no shift differential shall be paid during any regularly scheduled shift that starts after 6:00 a.m. and before 12:00 noon.

ARTICLE 9 CALL TIME

A member who has been called in to work outside of his/her scheduled shift shall be guaranteed a minimum of three (3) hours of pay at the member's regular hourly rate or shall be paid at the appropriate rate for all hours worked, whichever is greater. A member shall be released when the specific purpose of the call in has been satisfied.

The compensable period shall begin when the member is notified.

ARTICLE 10 ALERT TIME

Section 1. One-quarter pay shall be paid for alert time, defined as off-duty time when a member is restricted as to where he/she may go or what he/she may do in order that he/she may quickly return to duty upon call. The compensation is to apply to situations when a member is alerted in connection with special circumstances (present or anticipated) and is not meant to cover any regular or rotational duty which may result in being recalled to active duty status.

Section 2. While alert time shall not be included in calculations to determine overtime pay, the Commonwealth shall not abuse the putting of members on alert.

ARTICLE 11 HOLIDAYS

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

New Year's Day*	Independence Day*
Martin Luther King, Jr. Day	Labor Day*
Presidents' Day	Columbus Day*
Good Friday*	Veterans' Day*
Primary Election Day	General Election Day
Memorial Day*	Thanksgiving Day*
	Christmas Day*

Section 2. A member who works on any of the above holidays will be given a compensatory day off. In addition, if the member's regular weekly days off coincide with a holiday, he/she shall be given a compensatory day off.

Section 3. If a holiday is observed while a member is on sick leave, annual or other paid leave status, he/she will receive his/her holiday pay and the day will not be charged against sick, annual, or other paid leave credits.

Section 4. If a member is required to work on one of the holidays designated by an asterisk above, the member shall receive double time for all work performed on such a holiday. In addition, the member shall receive compensatory time off for all hours worked up to eight (8.0) hours.

When a member voluntarily works on one of these holidays for a special enforcement program, the member will be paid at the rate of time and one-half provided the member was in compensable status for 40 other hours that week.

ARTICLE 12 PERSONAL DAYS

Section 1. Each member shall receive four personal leave days per calendar year. One personal leave day shall be earned during each one-quarter calendar year. Where practical, they are to be granted at the option of the member. All requests for personal leave shall be approved or disapproved no later than 10 working days prior to the commencement of the requested leave. No request for personal leave shall be unreasonably denied. Members may anticipate personal leave to which they may become entitled during the calendar year. Any member who anticipates such leave and who subsequently terminates employment shall reimburse the Employer for those days of personal leave used but not earned. The members shall be required to utilize two (2) personal days by June 30. If a member is required to work on a scheduled personal leave day and is unable to reschedule the day by June 30, due to the demands of his/her work, a 7 pay period extension will be granted.

Section 2. Personal leave shall be non-cumulative from calendar year to calendar year. However, members will be permitted to carry over personal leave days 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 lost.

Section 3. For the purpose of this Article, the calendar year shall be defined as beginning with the member's first full pay period commencing on or after January 1 and continuing through the end of the member's pay period that includes December 31. For the purpose of this Article, the calendar quarters shall be defined as beginning with the first full pay period in January through March 31, April 1 through June 30, July 1 through September 30, and October 1 through the last full pay period of the leave calendar year, which is the pay period that includes December 31.

ARTICLE 13
VACATIONS

Section 1. Members shall earn leave according to the following schedule:

<u>Service</u>	<u>Maximum Annual Leave Entitlement Per Year:</u>
Less than 1 year: Annual leave will be earned at the rate of 3.85% of all Regular Hours Paid	40 Hour Workweek: 80 Hours (10 days)
Over 1 year to 13 years: Annual leave will be earned at the rate of 5.77% of all Regular Hours Paid	40 Hour Workweek: 120 Hours (15 days)
Over 13 years to 21 years: Annual leave will be earned at the rate of 7.70% of all Regular Hours Paid	40 Hour Workweek: 160 Hours (20 days)
Over 21 years: Annual leave will be earned at the rate of 10% of all Regular Hours Paid	40 Hour Workweek: 208 Hours (26 days)

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

Members shall be credited with a year of service for each 26 pay periods completed in an active pay status provided they were paid a minimum of one hour in each pay period.

Length of service for the purpose of determining vacation earning rate shall include all periods of service as a Commonwealth employee.

Section 2. Annual leave may be carried over from one calendar year to the next to a maximum of 60 days (480 hours). However, members will be permitted to carry over annual leave in excess of the sixty 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 lost. Members on disability leave who have been unable to take their annual leave resulting in an excess carry-over at the end of the year shall be authorized a 7 pay period extension upon return from disability leave.

In the event that the carryover of accumulated vacation would include a fraction of a day, the fraction will be rounded up or down to the nearest whole day.

All requests for annual leave shall be approved or disapproved no later than 10 working

days prior to the commencement of the requested leave.

Section 3. A member shall have the right to have a minimum of four scheduled days off (non-compensable) contiguous with his/her annual or any other leave to which he/she may be entitled, provided that the scheduled compensable time off be at least five consecutive days in duration.

Section 4. A member's "Leave Period", which consists of at least five compensable non-work days, shall be deemed to have commenced at the end of the last scheduled shift prior to the scheduled leave and to end at the beginning of the member's first scheduled shift after leave has expired.

Section 5. If a member is recalled to work from approved annual or personal leave, the member is entitled to compensation for a minimum of eight hours at the rate of time and one-half for each day worked and the day will not be charged against the member's annual or personal leave. The member will also be granted a compensatory vacation day at a later date for each non-compensable day worked if he/she is recalled after a "Leave Period" as defined in Section 4 above has commenced.

Section 6. If a member has selected leave under a tentative leave schedule and the dates of such leave were not refused when the tentative schedule was constructed, then any member who has his/her leave or portion of leave canceled within thirty (30) days of the scheduled commencement of such leave shall be permitted to reschedule such leave at a time of his/her choosing, provided it is after the emergency that gave rise to the cancellation has ended and provided his/her request will not cause cancellation of the scheduled leave of another member.

Section 7. The requirement that no more than 10% of the members on a station can be off on leave at the same time shall not be mandatory. Consistent with operational requirements, leave requests shall not be unreasonably denied.

Section 8. For the purpose of this Article, the calendar year shall be defined as beginning with the member's first full pay period commencing on or after January 1 and continuing through the end of the member's pay period that includes December 31.

ARTICLE 14
SICK LEAVE

Section 1. Members shall earn sick leave in accordance with the following schedule:

Maximum Sick Leave
Entitlement Per Year

Sick Leave will be
earned at the rate
of 6% of all Regular
Hours Paid

40 Hour Workweek:
124.8 hours (15.6 days)