

## **APPENDIX G**

### **MAINTENANCE AND TRADES SUPERVISORY UNIT**

#### **Training**

Where feasible the Commonwealth will continue present training programs and review and upgrade the programs with the goal of training interested and qualified employees for higher classifications within the department or agency. Among those within a seniority unit who apply from within the classification or classifications determined by the Employer as being appropriate for receiving the training, the employee with the greatest length of classification among those with relatively equal qualifications will receive the opportunity for training. If there is no qualified employee within the classification deemed appropriate for training, then the training may be offered to other qualified employees as determined by the Employer.

In the Department of Transportation, a training committee consisting of two supervisory unit employees per Engineering District and appropriate Union and Management representatives shall meet in Central Office semi-annually to discuss training issues. Employees selected for this committee shall be entitled to administrative leave to attend these meetings, but shall be afforded no other benefit or privilege as a result of this selection. It shall be the responsibility of the Union to request the meetings, suggest alternative dates, and provide a list of supervisory unit representatives and a tentative agenda for discussion.

The Department of Transportation will provide Foremen with adequate training to ensure they are familiar with equipment operated by employees under their supervision.

#### **Eating and Sanitary Facilities**

The Employer will provide exhaust fans or suitable substitutes, if needed, in all facilities used as paint shops, permanent garages or repair areas; and fresh water, soap or waterless soap and paper towels at permanent Department of Transportation and Department of Conservation and Natural Resources locations and in all locations where presently supplied, including work crew areas.

#### **Specialized Crews**

1. Future permanent assignments to vacancies which occur in county-wide paving, surface treatment, sign, bridge and guide rail specialized crews shall be made in accordance with the following provisions:

- A. Complement vacancies which the Department determines are to be filled shall be filled in accordance with applicable personnel policy and/or this Memorandum and Appendix.
- B. Assignments to those crews listed above will be made by posting paving, surface treatment, and guide rail foreman positions annually or when vacancies occur, the opportunity for assignment to the crew for five (5) working days. After the posting period, in February for the annual posting, the Employer shall select crew foremen from among the applicants from the supervisory classification determined by Management to be needed for the position. In making its selection, management shall take into account the applicants' relative skill, ability, experience, and seniority. Assignments shall not be made in a manner inconsistent with the provisions of Recommendation 31, Discrimination. Grievances alleging a violation of this provision may be submitted directly to the Joint State Committee of the grievance procedure. Foremen selected for specialized crew assignments will be permitted to request the stockpile to which they wish to be assigned while not on a specialized crew. The Employer will give due consideration to all such requests. Only actual

vacancies will be posted. Bridge and sign crew assignments will be considered permanent and will not be re-bid annually solely because the crew disbanded at the conclusion of the previous work season. Bridge and sign crew foremen desiring to be reassigned may submit requests for reassignment, and all such requests will be given due consideration by the Employer.

- C. Foremen assigned to the listed county-wide specialized crews shall serve a probationary period of thirty (30) work days on the specialized crew. When employees are assigned to the same specialized crew(s) in consecutive years, they will not be required to serve a probationary period. Where in the opinion of Management the employee's performance is determined to be unsatisfactory, the employee shall be returned to his former assignment or to a similar assignment and the next most qualified applicant shall be assigned to the crew on a probationary basis. When this occurs, the Employer will explain the specific rationale for the reassignment to the Local Union.
- D. If there are no applicants for the assignment from among employees in the class determined by Management to be needed on the crew or if no such applicants possess the requisite skills and abilities, assignments shall be made by the Employer from among those employees who possess the requisite skills and abilities.
- E. Seniority for the purpose of this provision shall be classification seniority.
- F. The provisions of this section may be modified in writing by local agreement.

## 2. Travel time for specialized crews

Hours of work for members of special crews shall commence when such employees arrive at their equipment ready for work whether prior to or subsequent to transportation to the work site. If such employees are required by the Employer to travel to and from the work site by transportation provided by the Employer, work time shall commence at the time of embarkation and shall cease at the time of debarkation.

### **Work Site Travel**

In the Department of Transportation, foremen not assigned to one of the specialized crews listed under the "Specialized Crews" section of this Appendix, will be assigned to report on a daily basis consistent with the Employer's operational requirements to either a reporting site, a work site within the geographic area of responsibility of the reporting site, or an assembly point within the geographic area of responsibility of the reporting site for transport to work assignments at a site outside that geographic area. If employees are assigned to report to an assembly point, transportation to the work site will be provided by the Employer. The assembly point should be a location where employee vehicles can be safely and securely parked off the traveled roadway. Hours of work for such employees will commence upon arrival at the assigned work site or reporting site at the start of the shift and cease upon departure from the assigned work site or return to the reporting site at the end of the shift.

In those situations where employees are required by the Employer to travel from their first assigned work site of the day to any additional work sites on the same day, and are required to use their own personal vehicle for such travel, then the employees will be paid mileage travel expense in accordance with existing Commonwealth Travel Expense Regulations.

Employees will be permitted to request the reporting site to which they wish to be assigned during the summer work season. The Employer will give due consideration to all such requests.

For the purposes of this Appendix, a reporting site in the Department of Transportation shall be defined as a stockpile, office, or satellite. The geographic area of responsibility associated with a reporting site shall be defined as the geographic area within which employees from that reporting site have been historically assigned to work.

## **Department of Transportation Compensatory Time**

This provision amends the time frames of Recommendation No. 10, Section 6 - Holidays and Recommendation No. 20, Section 4 - Overtime for employees covered by this Maintenance and Trades Supervisory Unit Appendix who earn compensatory time.

The 45 day period referred to in those Master Memorandum Sections is extended to 90 days. The references to the 90 calendar day period is extended to 180 calendar days. Other than these time frame adjustments, no change to the Master Memorandum Sections is intended.

## **Department of Public Welfare Compensatory Time**

Compensatory time awarded to Department of Public Welfare employees for working on scheduled holidays will not be pre-scheduled. Employees will be permitted to use compensatory time within 45 days succeeding the designated holiday. If such scheduling is not possible, the scheduling period will be extended 45 days, regardless of the calendar year. The employees may select the day(s) on which they will use their compensatory time, provided they have given the Employer three weeks notice. The Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. Requests for such compensatory time which are submitted less than three weeks in advance may be approved at the sole discretion of the Employer.

If the employee makes no attempt to schedule the earned paid time off, or the Employer is not able to approve the date(s) requested by the employee within the 90-day period succeeding the holiday, the Employer, at its option, will either schedule the time off within the next 45 days, or compensate the employee at the employee's regular hourly rate of pay.

Available compensatory time may be used by the employee for an emergency.

## **Call Time**

Employees receiving call time assignments shall be credited from the time they begin work.

Employees in the Department of Conservation and Natural Resources when called in to fight forest fires shall be guaranteed two hours' work on a portal-to-portal basis.

## **Transportation Safety Committees**

In the Department of Transportation, a safety committee consisting of two meet-and-discuss unit employees per Engineering District and appropriate Union and Management representatives, shall meet in Central Office quarterly to discuss specific safety policies, procedures and problem areas. Employees selected for this committee shall be entitled to administrative leave to attend these meetings, but shall be afforded no other benefit or privilege as a result of this selection. It shall be the responsibility of the Union to request the meetings, suggest alternative dates for it, and provide a list of meet-and-discuss unit representatives and a tentative agenda for discussion.

In addition, upon request of the Union, one meet-and-discuss unit employee in each county from the Department of Transportation shall be entitled to receive administrative leave for participation on the joint safety committee established within each Engineering District. No other benefit or privileges shall be afforded to the employee as a result of this selection. Any dispute arising from these committees shall be submitted to a committee comprised of a representative from the Office of Administration, AFSCME, and the Department.

## **Transportation Shotgun Riders**

The present policy on this subject in the Department of Transportation will continue in effect to insure the safety of all operations.

### **Safe Drinkable Water**

The Employer will provide safe drinkable water to work crews throughout the work year. The Employer will provide ice for the water from May 1st through October 31<sup>st</sup> of each work year. Each Game Commission work crew will be issued a five gallon water container for the crew's use during the workday.

The Employer agrees to reimburse each crew foreman in the Department of Transportation and the Game Commission up to a maximum of \$1.75 per day during the period from May 1st to October 31st for expenses incurred in providing ice for cooling and drinking water which they are required to provide to their crew members.

On or about October 1st each year, each foreman will submit a claim for this reimbursement. Reimbursement will be made as soon as practicable thereafter.

### **Safety Equipment**

The Employer shall not require employees to operate motorized equipment and/or take out on the streets, highways or Commonwealth owned property any vehicle, or piece of equipment that is not in safe operating condition, including, but not limited to equipment which is acknowledged as overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Memorandum or basis for discipline where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped, shall be appropriately tagged by an authorized individual so that it cannot be used by other operators until the maintenance department has adjusted the complaint. After such equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

### **Department of Transportation Dangerous Conditions**

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. Employees will not be assigned to perform litter pick-up on the berms, ramps, or medial strips of limited access highways during the rain.

The parties agree to include the following two side letters as binding additions to this Appendix:

1. 17 May 1988

Mr. Edward Keller  
Executive Director  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111-1599

Dear Mr. Keller:

In the past, except for emergencies, many organizations have avoided the assignment of employees to major highways during periods when unusually high traffic volumes are anticipated.

In consideration of the safety of our employees, it is the intention of the Department to continue this policy. It will be applied on all four lane limited access highways on Fridays and the day before the holidays listed in Article 10 of the Master Agreement. In addition, it may be applied at other times and on other highways when specific local circumstances create an increased risk to employee safety. Department managers will be advised on this policy, and be expected to implement it in a manner which serves to protect the safety of our employees.

The implementation of this policy shall not be deemed to prohibit working employees off the traveled roadway on those designated, provided the work can be done safely; nor prohibit performing emergency operations at any time.

It is understood that alleged violations of this policy are subject to the grievance and arbitration procedure of the Master Agreement.

Sincerely,

Howard Yerusalim, PE  
Secretary of Transportation

2. 17 May 1988

SUBJECT: Inclement Weather Assignments

TO: District Engineers  
Maintenance Managers

FROM: Howard Yerusalim, PE  
Secretary of Transportation

It has come to my attention that some organizations may be assigning employees to work activities during periods of inclement weather that, from a safety and operational standpoint, are not consistent with sound management practice.

During the periods of inclement weather, the safety of our employees and the traveling public must remain our primary concern. Therefore, when weather conditions of any type result in unacceptable visibility, except for emergencies, employees should be reassigned to other duties. Additionally, during periods of extreme temperatures, you should also take adequate precautions to safeguard the exposure of our employees. This may mean rotating assignments, providing extra breaks, or finding other means to ensure that the employees are adequately protected from the elements.

Aside from the safety aspects, there are also operational considerations. As you know, not every work activity can be performed properly in every type of weather condition. We are desirous of a quality product, produced in a safe work environment.

As a result, I do not expect that our employees will be directed to perform substandard work under unsafe work conditions.

**Transportation Winter Scheduling**

The following shall be in effect in the Department of Transportation during the winter operations period November 1 through March 31 and applies only to Department of Transportation County Maintenance District employees engaged in winter operations:

- 1) The Department on a county by county basis will determine the type of scheduling which will best meet the county's winter operations needs. The Department agrees to meet and discuss on this issue with the local Union.
- 2) If dual shifts are deemed appropriate, the number of employees on each shift and the appropriate classifications shall be determined by the Department. Shift assignments shall be made in accordance with Recommendation 29 Section 11 of the Master Memorandum.
- 3) In recognition of the Department's need for scheduling flexibility during the winter operations period, the provisions of Recommendation 6, Sections 5 and 7 of the Master Memorandum relating to meet and discuss, posting and minimum time-off shall not apply. Schedule/shift changes may be effected by the Department giving oral or written notice of such change to the involved employee(s) prior to the end of the employee's(s') preceding work shift.
- 4) The portion of Recommendation 6, Section 5 relating to Monday through Friday scheduling continues to apply.
- 5) If schedule changes, except for snow removal reasons, become excessive for any individual or group of employees, the Department and the Union will meet and discuss on that issue. If unresolved, a grievance may be instituted directly to the Joint State Committee. The Joint State Committee decision will be deemed final, binding and determinative of any issue or issues raised.
- 6) Those counties that have historically used 3 shifts during the winter operation period may continue to do so; however, the provisions of Recommendation 6, Sections 5 and 7 shall be applicable. Other counties may schedule 3 shifts by local agreement.
- 7) Shifts shall not be rotated, unless otherwise agreed to at the local level.
- 8) Snow and ice patrols shall continue to be permitted subject to the provisions of Recommendation 6, Sections 5 and 7.

### **Transportation Winter Overtime**

The following shall be in effect for the Department of Transportation employees engaged in winter operations. It is understood that these provisions amend those in Recommendation 20, Section 5 of the Master Memorandum.

#### **A. Winter Overtime (November 1 through March 31)**

1. Stockpile Assignments - In September of each year, the Employer will determine the number and classification of employees to be assigned to each stockpile for winter assignment and post this information by September 30. Employees will then select, based upon classification, the stockpile to which they wish to be assigned. After stockpile assignments have been made, employees may indicate their shift preference based upon Master Memorandum seniority. In making stockpile and shift assignments, preference shall be made on a seniority basis unless the Employer determines in any particular situation that the needs of the operation determine otherwise.

2. Stockpile Reassignments - During the winter season, if a vacancy on a crew occurs or the Employer determines that a change in foreman or classification is necessary, reassignments will be made using the procedure set forth above, unless a different procedure for accomplishing the reassignments is agreed to at the local level. It is understood, however, that the Employer may temporarily change stockpile assignments in order to satisfy its operational needs. Such temporary assignments will not be made to reduce available overtime opportunities for employees permanently assigned to a stockpile.

3. Voluntary Assignments. - Employees will indicate at the time of stockpile selection their willingness/unwillingness to accept voluntary overtime assignments. Those employees in the appropriate class and shift at the stockpile having previously stated a willingness to work overtime will be called first. However, an employee of another class may be used when:

- a. the employee in the appropriate class would be entitled to double time;
- b. all employees in the appropriate class have been called;
- c. an immediate response is needed and an employee in the appropriate class at the stockpile is not immediately available;
- d. all employees in the appropriate class have already operated for 12 consecutive hours.

4. Mandatory Assignments - In the event there are insufficient volunteers, overtime shall be assigned to the employee at the stockpile in the appropriate classification and on the same shift with the least assigned overtime. All employees, including those who do not desire voluntary overtime, are expected to be available for mandatory or unscheduled overtime associated with general overtime call outs. An employee will be considered available if the Employer has been notified of the employee's whereabouts. (i.e. a telephone number where the employee can be reached.)

### **Department of Transportation Saturday Overtime**

With the exception of snow removal and sudden/unexpected situations, County Maintenance employees shall be notified of Saturday overtime by the end of their shift on Thursday. If such notice is not received, and the employee is subsequently unavailable or declines the overtime opportunity, the time shall not be credited as time worked for equalization purposes and the employee will not be disciplined for being unavailable. If the employee volunteers for an overtime opportunity for which he/she has not had proper notice (i.e. end of shift Thursday), the employee shall be paid double time for all Saturday overtime hours worked.

### **Crossing County Lines**

Employees of the Department of Transportation will be assigned to work within the county in which they are employed except, however, this will not apply to situations where employees have historically crossed county lines for purposes of, by way of example, emergencies, traveling to a turnaround point for snow removal, completing a work activity until an intersection or natural completion point is reached, where a specialized piece of equipment and operator is temporarily assigned to another county, training purposes, or where geographic features have resulted in one county assuming responsibility for highways in another county. It is understood that normal maintenance operations shall not constitute an emergency.

### **Overtime Equalization Units - Department of Transportation**

It is understood by the parties that attempts will be made to equalize overtime in the following manner:

1. Overtime Equalization Period
  - a. The Employer will be obligated to equalize overtime during each one-half calendar year between or among the employees within the same job classification and equalization unit who have previously stated in writing a willingness to accept voluntary overtime assignments.
  - b. For purposes of employees covered by this understanding, each one-half calendar year will be defined as the period from October through March and the period from April through September inclusive.
2. Overtime Equalization Units - Specialized Crews
  - a. Each of the following specialized crews will constitute individual and separate overtime equalization units, in each County, where they exist:
    - (a) Paving
    - (b) Surface Treatment
    - (c) Bridge
    - (d) Sign Maintenance
    - (e) Guide Rail
3. Overtime Equalization Units - Non-Specialized Crews
  - a. For those County Maintenance Organizations where the existing overtime equalization units consist of each stockpile, or each stockpile and shift where multiple shifts exist, the following provisions shall apply. These same provisions shall also apply where the Local Union is willing to agree to equalization units consisting of each stockpile, or each stockpile and shift if multiple shifts are used.
    1. Unavailability - Employees shall be considered unavailable if they decline an overtime offer; or, if they cannot be reached by phone and the Employer can verify through a first-level supervisor, bargaining unit employee, or some other agreed upon method that a call has been made. All unavailable time will be counted as time worked for equalization purposes; except for unavailable time not charged in accordance with the provisions of the Saturday Overtime Section of this Appendix.
    2. Disqualification - Employees who decline more than four overtime opportunities in any equalization period shall forfeit their right to be equalized at the end of that equalization period. Declinations of Saturday overtime in accordance with the provisions of the Saturday Overtime Section of this Appendix shall not be counted for this purpose.
    3. Equalization Obligation - Employees will be considered equalized if their total number of overtime hours credited within any equalization period, is within 12 hours of the employee in their classification and equalization unit with the highest number of overtime hours credited during that period.
  - b. Unless modified by a local agreement, for those County Maintenance Organizations not covered by item 3a above, the appropriate equalization units will consist of each individual Assistant County Manager, with each Highway Equipment Manager being considered as a separate unit for all employees directly under his supervision. For employees in these equalization units, the following shall apply.

1. Unavailability - Employees who are on sick leave the day before a scheduled day(s) off and who decline an overtime call out on the scheduled day(s) off for reasons of illness, will not be charged with an overtime declination nor have overtime hours credited for equalization purposes.

Employees who are on sick, annual, or personal leave and cannot be reached for an overtime call out shall not be considered unavailable and have the time credited for equalization purposes unless the absence extends beyond 5 calendar days from the last day of work. If the absence extends beyond 5 days, the employee shall be credited for equalization purposes with the average amount of overtime worked/credited by employees in the same classification and equalization unit during the entire period of absence.

Employees shall be considered unavailable if they decline an overtime offer; or, if they cannot be reached by phone and the Employer can verify through a first-level supervisor, bargaining unit employee, or some other agreed upon method that a call has been made. All unavailable time will be counted as time worked for equalization purposes, except for unavailable time not charged in accordance with the provisions of the Saturday Overtime Section of this Appendix.

2. Equalization Obligation - Except as modified in Section 3(b) 1 above, overtime opportunities shall be equalized in accordance with the terms and conditions of Recommendation 20, Section 6.

## **Call Outs**

Employees called out to work outside the hours of their assigned shift will be covered by Workers' Compensation Insurance while driving to and from their reporting site in accordance with the provisions of the Pennsylvania Workers' Compensation law.

## **Department of Transportation Standby Time**

It is expressly understood and agreed between the parties that employees are expected to be available for mandatory overtime assignments when a need for overtime arises and insufficient volunteers are available. However, without prejudice to the above, and at the sole discretion of the Employer, those employees who are required to be available for mandatory overtime assignments on Thanksgiving Day, the day after Thanksgiving, December 24th, December 25th, December 31st, January 1<sup>st</sup>, the Martin Luther King Day Holiday, and the President's Day Holiday will be placed on standby time to assure their availability for duty.

Standby time assignments will be for a minimum of one full shift. Employees placed on standby time will be notified of the assignment prior to the end of their last scheduled shift before the commencement of the standby time assignment.

If the Employer determines that standby time will be used on any or all of the aforementioned days, employees will be selected for mandatory standby time assignments based on their classification seniority, beginning with the most senior employee. Subsequent standby time assignments will be rotated among remaining appropriately classified employees in the equalization unit, according to their Master Memorandum Seniority, beginning with the most senior employee with the least number of standby time assignments during the calendar year.

Employees placed on standby time on any of the days designated above, are prohibited from consuming any alcohol whatsoever during the period they are in standby status. Designated standby employees are required to be available for duty in accordance with Recommendation 23 (Standby Time) of the Master Memorandum, and all provisions of Recommendation 23 shall continue to be applicable to employees placed on standby time pursuant to this Section.

An employee not placed on standby time on one of the days identified above, shall not be charged with time worked for equalization purposes if he/she is unavailable for an overtime assignment on one of the designated days. Employees will be entitled to double time for all overtime hours worked when they are required to work on one of the designated standby days, but have not been placed on standby time. Employees who cannot be reached for an overtime assignment on one of the designated standby days, will not be subject to discipline for being unavailable if they were not placed on standby time.

### **Department of Transportation Meal Expenses**

Employees who are required by the Employer to travel outside their assigned County, and at least 15 miles from their normal work site, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.50 including sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period.

For Department of Transportation employees covered by this Appendix, Recommendation 8, Section 2, of the Master Memorandum shall be modified as follows:

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

If employees are unable to take their overtime meal period prior to the completion of their work assignment, the Employer shall compensate the employees for the purchase of a meal after the shift, in an amount actually expended not to exceed \$8.00.

Employees shall not be required to indicate time off for meal periods not taken on their daily time records.

The meal reimbursement allowances authorized by this provision shall be granted without requiring receipts or other accounting; however, they are not flat allowances, and only amounts actually expended may be claimed.

### **Department of Public Welfare Meal Expenses**

Department of Public Welfare employees who are required by the Employer to travel at least 15 miles from their normal work site, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.50, including sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period.

### **Game Commission Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles outside their assigned county, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.50, including sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period.

## **DCNR Meal Expenses**

A Department of Conservation and Natural Resources Forest Fire Specialist Supervisor or Forest Maintenance Supervisor who is required by the Employer to travel 15 miles or more from the employee's work-site and whose work assignment requires that the employee remain away from said office work-site during employee's normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales tax. If the employee is required to travel 15 miles or more to a construction work-site, the employee shall be granted lunch expenses not to exceed \$3.50 including sales tax; provided, however, the construction work-site must be 15 miles from the employee's home.

The allowance for subsistence requires no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

## **Game Commission Portable Radios**

Each employee in the Game Commission will be provided with a portable radio when assigned to work alone.

## **Contracting of New Highway Construction and Reconstruction**

It is expressly understood and agreed between the parties, except as otherwise agreed in writing, that the provisions of Recommendation 44 do not apply to new construction or reconstruction contracts (as specifically agreed and defined by the parties). This provision shall not be construed to exempt work performed by other supervisory units (other than Maintenance and Trades) from the provisions of Recommendation 44.

## **Fish and Boat Commission Meal Expenses**

Employees of the Fish and Boat Commission's Division of Construction and Maintenance Services, who are required by the Employer to travel at least 15 miles from their headquarters, as measured by the shortest regularly traveled route, and whose work assignment requires that they remain away from their headquarters during their normal lunch period; shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50, including sales tax.

## **Department of Transportation - Tunnel Maintainer II's and Electrician Foreman**

This Section shall apply to all supervisory unit Tunnel Maintainer II's and Electrician Foremen employed by the Department of Transportation in the Fort Pitt, Squirrel Hill, and Liberty Tunnels.

1. The Employer will give due consideration to the safety of employees when scheduling tunnel maintenance operations, especially during periods of higher than normal traffic volume generated by sports or entertainment events.
2. The Employer agrees to meet and discuss with the local Union on safety concerns related to tunnel operations on an as needed basis. Any agreements reached as a result of the referenced meet and discuss sessions will be incorporated into this Section.
3. When an Electrician is assigned to perform monitoring duties in the Liberty Fan House, he/she will not be removed and replaced by a foreman in non-emergency situations.

4. In non-routine circumstances, an additional employee may be assigned to work with the primary Electrician for the purpose of providing necessary assistance. In the event no additional Electricians are on-duty and available to provide back-up assistance, a Tunnel Maintainer may be assigned to provide back-up assistance, and to assist in the performance of any associated non-electrical work. Or alternatively, an additional employee will be instructed to check-in with the assigned Electrician on a regular basis throughout the course of the assignment.

5. All continuous re-lamping operations will be performed with three assigned Electricians, subject to the availability of the required staff. When the required number of Electricians are not available, the Employer will secure the additional staff.

6. In conjunction with special events, holiday periods, or other periods of significantly higher traffic volume, the Employer will continue to give due regard to the safety of employees and the motoring public when making work assignments. When work must be performed during periods of significantly higher traffic volume, the Employer will take all precautionary measures required by DOT publication 203. Foremen assigned to work during periods of significantly higher traffic, shall have the discretionary authority to make appropriate work-zone adjustments to protect the safety of employees.

7. During periods of severely inclement weather, or periods when special events are generating significantly higher traffic volume, assigned Tunnel Maintainer IIs shall have the discretion to call-out or hold-over a rank and file Tunnel Maintainer, provided the Tunnel Maintainer II first attempts to contact Tunnel Management.

In the event the Tunnel Maintainer II is unable to reach Tunnel Management, and a determination has been made that additional staff are required, the Tunnel Maintainer II will notify Tunnel Management as soon as possible and explain the rationale for his/her decision. This provision is not intended to imply that Department of Transportation Management has abrogated the right to scrutinize the decisions made by the Tunnel Maintainer II's on a case-by-case basis or to take appropriate corrective action to address problems.

8. The Employer will periodically provide for the monitoring of the air quality in the tunnels, or install a functional air quality monitoring systems at the various tunnel work-sites. In the event a problem with the work-environment air quality is discovered, the Employer will notify assigned employees and immediately undertake appropriate corrective measures consistent with the magnitude of the problem identified.

9. The Employer shall make available, without charge to the employees, all appropriate medical tests necessary to ensure the health of employees is not inordinately adversely affected by any toxins or contaminants which may be inherent in the tunnel work-environment. The Employer will meet and discuss with the local Union regarding the specific medical tests to be offered. In the event any such work-environment related health problems are identified, the Employer will immediately develop and implement a program of annual retesting of affected employees to ensure that any problems identified are not unduly exacerbated.

10. Notwithstanding unavoidable operational constraints, the Employer will cooperate with Union initiated arrangements for independent environmental testing of the tunnel work-sites.

11. Tunnel Maintainers and Tunnel Electricians required to work through their meal periods will be treated as 40 hour per week employees for the purposes of earning pay and benefits.

### **Corrections Rest Periods**

Individual employees of the Department of Corrections who are in classifications covered by the Maintenance and Trades Supervisory Unit will either receive rest periods provided in Recommendation 7, Rest Periods of the Master Memorandum or receive a monthly payment as compensation in lieu of rest periods. The decision to provide rest periods or compensation in lieu of rest periods shall be reserved exclusively to the Employer, and the Employer may exercise its option on this matter on a month-to-month basis.

Where the Employer determines that compensation in lieu of rest periods will be provided, the following shall apply:

1. Designated employees will be compensated as follows:

employees in Pay Range 4 and below \$ 91.25 per month  
employees in Pay Range 5 \$100.12 per month  
employees in Pay Range 6 and above \$108.96 per month

2. The amounts in 1 above shall be proportionately reduced for any employee not in compensable status for the entire month.

3. Where possible, the monthly amounts will be paid by the end of the third full week of each month following the month such monies were earned.

4. The provisions of Recommendation 7, Rest Periods; Recommendation 20, Overtime, Sections 3(c) and 6; and any other reference to rest periods in the Master Memorandum, including the appendices thereto shall not be applicable in any month in which an employee receives compensation in lieu of rest periods.

#### **Corrections - Meal Periods as Hours Worked**

The practice at certain institutions in the Department of Corrections of including meal periods within an employee's eight hours of work shall continue for those employees so scheduled but shall not be extended to other employees not so scheduled, nor to employees who enter Commonwealth service after the effective date of this Memorandum.

#### **Meals at Corrections Institutions**

Employees working at State Correctional Institutions shall continue to be provided with a free meal during their shift where such practice exists on the effective date of this Memorandum. The Employer shall attempt to insure that such meals are nutritious and varied. Representatives of the Employer and the Union shall meet and discuss on this subject on a regular basis at the agency level in Corrections.