

APPENDIX O
OFFICE OF ATTORNEY GENERAL SUPERVISORY UNITS

Clerical, Administrative and Fiscal
Professional, Administrative and Fiscal
Inspection, Investigation and Safety

The term Employer refers solely to the Office of Attorney General for employees in these units. Service in the Office of Attorney General will not constitute service under any other Employer under this Master Agreement except for purposes of determining the rate of earning annual leave entitlement. Employees leaving or entering the Office of Attorney General will be permitted to transfer their unused annual leave, personal leave and sick leave, up to the allowable limits, earned before the transfer occurred, provided the gaining or losing agency allows the transfer of such leaves. Employees entering or leaving the Office of Attorney General from and to agencies which do not permit the transfer of unused annual leave and personal leave will be compensated in a lump sum for such leave prior to entering or leaving the Department. Present practices concerning the transfer of sick leave accumulation in those agencies will continue.

Meal Expenses

Employees who are required by the Employer to travel at least 15 miles from their office as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period will be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales taxes. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

Notification of Absence

Notification to the immediate supervisor or any other individual designated by the Employer prior to the employee's scheduled starting time will be considered notice in the event of an illness or any other situation which requires the employee's absence from work. If the employee's supervisor is not immediately available, notification of absence may be given to the person answering the telephone, or the supervisor's voice mail.

Promotions and Transfers

The Employer will notify the Local Union President, upon written request, of the name(s) of the person(s) promoted in accordance with the procedures specified in Sections 5 and 6 of Recommendation 29 of the Master Memorandum and the name(s) of the person(s) transferred. Vacancies that occur will be posted in all offices.

Grievances alleging violation of the posting provisions may be submitted to arbitration on the issue that the Employer arbitrarily or capriciously failed to post the vacancy and the actions of the Employer were not merely inadvertent.

Personnel Files

Employees are permitted to review their official Personnel Folders in the Personnel Office during normal working hours as described in Recommendation 35, Section 8, of the Master Memorandum under the following conditions:

1. Employees must provide at least one day (24 hours) advance notice to the Director of Personnel or his designee.

2. Field personnel are permitted to review the Official Personnel Folders when they are in Harrisburg for work-related business and have given the Director of Personnel or his designee the appropriate advance notice.

The Official Personnel Folder in the Personnel Section will be purged annually and the employee will be notified of the information purged.

Labor-Management Committees

The Union and the Employer agree to hold the following meetings upon the request of the other:

- a) Two days per memorandum year to meet and discuss issues affecting employees in the Bureau of Narcotics Investigations;
- b) One day per memorandum year to meet and discuss issues affecting employees in all other bureaus and divisions of the Employer;
- c) One day per memorandum year to meet with the Attorney General to discuss issues affecting all employees of the Employer;

In the event either party desires to hold any of the above referenced meetings, that party will provide written notice of its request to schedule the meeting no later than March 1 of the respective contract year. The March 1 deadline may be modified in writing by mutual agreement. Notice to the Employer will be sent to the Director of Human Resources. Notice to the Union will be sent to AFSCME Council 13. All requested meetings will be scheduled no later than June 1 of the respective memorandum year, unless otherwise agreed to in writing.

Credit Cards

The Employer, at its sole discretion, will either make credit cards available to those employees in the Inspection, Investigation and Safety Unit who have a valid operational need for such credit cards or arrange for such employees to bill necessary work-related telephone calls to their office telephone number. The Employer agrees to make a credit card available to the Consumer Protection Agent Supervisors.

Where the Employer can demonstrate that either credit cards or third party billing privileges were abused, they will be immediately withdrawn.

Scheduling of Hours

The provisions of Recommendation 6 of the Master Memorandum with the exception of Section 2 and 4, will not be applicable to Special Agents or Narcotics Agents, when there is a need to change the hours of work of an employee. This need will include, but is not limited to, surveillance, court approved electronic interceptions, consensual electronic interceptions, arrests and raids. This need will also include the conducting of interviews and the development and maintenance of informants based upon legitimate operational needs. It is understood that changes in the hours of work will not be made for arbitrary or capricious reasons.

The Special Agents and Narcotics Agents whose hours of work have been changed pursuant to the above will work any ten (10) days out fourteen (14) days. Unless otherwise agreed to by the Employer and employee, employees' days off will be consecutive with a minimum of two (2) days scheduled at one time, and employees will not be scheduled to work more than ten (10) consecutive days without intervening days off being scheduled. In addition, the starting of a shift may vary from day to day. If agreed to between the Employer and an employee the employee may work a split shift; otherwise employees will not be required to work a split shift.

Except during emergency situations, Narcotics Agents, Special Agents, Consumer Protection Agent Supervisors, Special Investigators and Medicaid Fraud Auditors will not be required to work on Saturday and/or Sunday solely for the purpose of routine phone coverage, unless otherwise agreed to by the Employer and employee.

The provisions of Recommendation 6 of the Master Memorandum with the exception of Section 2 and 4, will not be applicable to Medicaid Fraud Auditors, Consumer Protection Agents and Special Investigators, when there is a need to change the hours of work of an employee. It is understood that changes in the hours of work will not be made for arbitrary or capricious reasons.

The work shift for Special Agents, Narcotics Agents, Consumer Protection Agent Supervisors, Special Investigators and Medicaid Fraud Auditors will consist of eight (8) work hours and a non-paid lunch period. The non-paid lunch period will be one half hour unless otherwise agreed to by the Employer and employee.

When an employee's schedule is changed consistent with the above language, the Employer agrees to give advanced notice to the employee as soon as it has been determined that the employee's schedule must be changed. When such change involves the employee's days off, the Employer will give 48 hours notice. Neither the failure to give advanced notice of the schedule change, or the failure to give 48 hours notice will be subject for arbitration.

The provisions of Recommendation 6 of the Master Memorandum will not apply when employees attend the initial training program at the academy. These employees will also receive compensatory time off at the appropriate rate in lieu of pay for overtime worked while in training at the training academy.

The Employer agrees, subject to management's responsibility to maintain efficient operations, to implement flex-time schedules for clerical employees. Meetings to implement these schedules will occur at the local level.

Heart and Lung Act

Narcotics Agents and Special Agents may receive benefits as provided by the Heart and Lung Act, Act of June 28, 1935, P.L. 477 No. 193, as amended (53 P.S. Section 637).

Preparation of Reports

Employees in the Inspection, Investigation and Safety Unit who are required to make out reports relating to their jobs shall prepare such required reports on the Employer's time. It is agreed that it is not the intent of this paragraph to provide for the extension of the work week which is authorized by the Employer and thereby increase the Employer's premium time liability.

Training and Education

The Commonwealth and the Union agree to establish a joint committee to meet and discuss over items concerning training needs and training programs. This committee will meet at least bi-annually.

The Employer will attempt to equalize training opportunities for all employees. This provision is not subject to arbitration.

The Office of Attorney General and AFSCME agree to meet and discuss reimbursement for professional enrichment courses.

Shift Differential

The provisions of Recommendation 21, Shift Differential, of the Master Memorandum are not applicable to Special Agents, Narcotics Agents, Consumer Protection Agent Supervisors, Special Investigators and Medicaid Fraud Auditors.

Overtime

The provisions of Recommendation 20 of the Master Memorandum with the exception of Sections 2, 4 and 7 shall not be applicable to Special Agents 3 and Narcotics Agents 3. These employees will be paid time and one-half for all hours worked over 80. The Employer agrees that employees will be permitted to request compensatory time in lieu of pay for overtime worked.

Certificates and Licenses

The Employer agrees to pay any cost related to Licenses or Certificates required by the Employer.

Safety and Health

A joint committee will be established to discuss appropriate safety equipment and its replacement schedule.

The Employer agrees to pay the cost of obtaining a baseline blood test for Hepatitis B, tuberculosis, HIV and the Hepatitis B vaccine. It is agreed that only employees whose job would possibly expose them to airborne or body fluid transmitted diseases will have these services made available to them.

Liability Coverage and Legal Defense

The Employer agrees to provide liability coverage and legal defense similar to that which is provided for in Title 4 of the Pa Code, Chapter 39 and Management Directive 205.6 and 630.2.

Travel Time

When an employee is required to travel from their home to a field work site, he/she shall be paid for the time necessary to travel to and from the field work site minus the amount of time it would take to travel from the employee's home to the office and back to the employee's home.

Employees who are offered overnight accommodations at the field work site, but choose to commute, will be paid for travel from the work site at the conclusion of the assignment or any Employer authorized interruption in the assignment. In the event an assignment takes ten (10) or more consecutive days to complete, the employee will be paid for travel to the work site and travel from the work site after ten (10) consecutive days unless otherwise agreed to by the Employer and the employee.

Probationary Period

Newly hired Narcotic Agents, Consumer Protection Agents and Special Agents shall serve an initial hire twelve (12) month probationary period during which time the provisions of Article 28, Section 1 shall not apply.

Travel Status

An employee required by the Employer to remain away from home over their days off will receive a \$100.00 stipend one time per fourteen (14) calendar day period. This does not apply to training requested by the employee or required by federal regulation.

Employees who are assigned outside their region, except for training, for more than sixty (60) days in a fiscal year, which need not be consecutive, will receive an additional 45 cents per hour for each hour worked.

Employees may use the Employer provided vehicle to travel to a restaurant of the employee's choice within a reasonable distance of the hotel or work site.

Classification

The Employer agrees that clerical employees will be given the opportunity to update their job descriptions annually in conjunction with the preparation of each employee's Annual Performance Evaluation Report.

The classification Clerical Supervisor 2 will be the first level of clerical supervision.

Clerical employees who are used as interpreters shall be paid an additional 45 cents per hour while performing this function.

Expenses

Employees on loan to another agency shall be paid expenses consistent with that agency's policy or the Office of Attorney General's policy, whichever is greater. The employee will be paid consistent with the borrowing agency's policy provided the borrowing agency is paying the employee or reimbursing the Office of Attorney General.

Sick Leave

The parties agree to continue the program that allows employees to donate leave to other employees who suffer a serious injury or illness and have exhausted their accumulated leave.

Drug Testing Policy

It is agreed that a Random and Reasonable Suspicion Controlled Substance Testing Program will be implemented for all Narcotics and Special Agents and a Reasonable Suspicion Controlled Substance Testing program will be implemented for all other Office of Attorney General employees as soon as the provisions are finalized by the Employer and the union.

Internal Affairs

An employee who is the subject of an Internal Affairs Investigation shall be notified of the following as soon as it is feasible to do so:

1. The employee is the subject of an investigation.
2. The allegation(s) were either unfounded or unsubstantiated.
3. A copy of the report will be provided to the employee, when the allegations are substantiated.

Grievance Procedure

In applying the provisions of Recommendation 37, Grievances/Standard Grievance Procedure and Recommendation 39, Arbitration, the Regional Director or the equivalent will be the first step, the Bureau Director

will be the second step, the Bureau of Human Resources will be the third step and the fourth step will be Arbitration.

The parties agree that at least a discussion over each grievance will take place at the third step.

The parties agree that during the term of this memorandum, discussion over the implementation of the Accelerated Grievance Procedure will take place.

Hazardous Material/Chemical Exposure Pay

Agents will receive an additional 10% of their hourly rate of pay when exposed to hazardous material/chemicals.

Hiring Above the Minimum

The Employer may hire employees at pay rates above the minimum rate of the assigned pay range. The Employer will notify AFSCME Council 13 after it has approved the hiring of an agent above the minimum rate and before the above minimum appointments are made.

Equipment

The Employer agrees, when practicable to give Agents an opportunity to provide input regarding the purchase of equipment.

This section is not subject for the grievance and arbitration procedure.

ATTORNEY GENERAL SENIORITY UNITS: FURLOUGHS AND PROMOTIONS

Harrisburg Non-Civil Service Civil Service	Allentown Non-Civil Service Civil Service
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Philadelphia Non-Civil Service Civil Service	Erie Non-Civil Service Civil Service
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Pittsburgh Non-Civil Service Civil Service	Williamsport Non-Civil Service Civil Service
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Scranton Non-Civil Service Civil Service	State College Non-Civil Service Civil Service
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Wilkes-Barre Non-Civil Service Civil Service	Butler Non-Civil Service Civil Service
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North Huntingdon Non-Civil Service Civil Service	West Norriton Non-Civil Service
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Ebensburg MAGLOCLLEN
Non-Civil Service
Civil Service

For the purpose of Furlough the Seniority Units for Narcotics Agents 3's shall be statewide.