

# MANAGEMENT DIRECTIVE

Commonwealth of Pennsylvania  
Governor's Office

**Subject:**  
Labor Relations

**Number:**  
590.1 Amended

**Date:**  
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**By Direction of:**  
  
Sharon P. Minnich, Secretary of Administration

**Contact Agency:**  
Office of Administration, Office of Human Relations, Bureau of Employee Relations Telephone 717-787-5514

**This directive contains policy and procedures governing labor relations activities in state agencies. Marginal dots have been excluded due to major changes.**

1. **PURPOSE.** To establish policy, responsibilities and procedures for the administration of the Commonwealth's labor relations program.
2. **SCOPE.** This directive applies to all departments, offices, boards, commissions and councils under the Governor's jurisdiction.
3. **OBJECTIVES.**
  - a. To delineate labor relations responsibilities within the Office of Administration, Bureau of Employee Relations, and agencies.
  - b. To describe the legal and policy parameters that govern the discharge of these responsibilities.
  - c. To facilitate consistency across agencies in dealing with various labor relations matters.
4. **DEFINITIONS.**
  - a. **Act 111.** Act 111 of 1968, known as the "Policemen and Firemen Collective Bargaining Act," P.L. 237; 43 P.S. § 217.1. This law authorizes collective bargaining between police officers and firefighters and their public employers and provides for compulsory arbitration to resolve bargaining impasses in lieu of the right to strike.
  - b. **Act 195.** Act 195 of 1970, known as the "Public Employee Relations Act," P.L. 563; 43 P.S. § 1101.101. This law establishes rights of public employees to organize and

bargain collectively through selected representatives; provides mediation and fact-finding for collective bargaining impasses; defines the scope of collective bargaining; and permits strikes under limited conditions.

- c. **Administrative Leave.** Time away from work with compensation in accordance with the parameters contained in M530.7, Absence Program.
- d. **Bargaining Unit.** A group of employees in job classifications that has been determined by the PLRB to have an identifiable community of interest for the purpose of representation by an employee organization to bargain collectively with the Commonwealth in order to determine wages, hours and other terms and conditions of employment for the unit.
- e. **Collective Bargaining/Negotiation.** The performance of the mutual obligation of the public employer and the representative of the public employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiation of an agreement or any question arising thereunder and the execution of a written contract incorporating any agreement reached but such obligation does not compel either party to agree to a proposal or require the making of a concession.
- f. **Collective Bargaining Agreement (CBA).** A formal agreement between the commonwealth and an employee organization that establishes an equitable procedure for the resolution of differences between labor and management and establishes rates of pay, hours of work and other terms and conditions of employment.
- g. **Exclusive Representative.** The representative selected by public employees in a unit appropriate for collective bargaining purposes that is the sole representative of all the employees in such unit to bargain or confer with the employer on wages, hours, terms and conditions of employment.
- h. **First-level Supervisor.** An employee who functions as a supervisor at the lowest level of supervision not supervising other supervisors.
- i. **Labor Relations Coordinator.** A management level employee designated by an agency to administer the agency's or field work site's labor relations program.
- j. **Local Agreements.** A formal agreement between a local union and an agency/worksites to deviate from a provision of a collective bargaining agreement or memorandum of understanding where such deviation is explicitly permitted by the provision in question.
- k. **Memorandum of Understanding.** A nonbinding understanding between the commonwealth and an employee organization that represents first level supervisory

employees that establishes an equitable procedure for the resolution of differences between labor and management and establishes rates of pay, hours of work and other terms and conditions of employment.

- l. Pennsylvania Labor Relations Board (PLRB).** The entity that administers and enforces Commonwealth laws governing public sector labor-management relations.
- m. Representation Petition.** A petition filed with the PLRB alleging that thirty percent or more of the employees in a unit appropriate for collective bargaining purposes wish to be exclusively represented for such purposes by a designated representative.
- n. Side Letter.** A signed, written agreement between the Commonwealth and the exclusive representative of a bargaining unit that modifies or adds to the terms of a collective bargaining agreement.
- o. Supervisory Unit.** A group of employees in job classifications that has been determined by the PLRB to have an identifiable community of interest for the purpose of representation by an employee organization to meet and discuss with the Commonwealth in order to determine wages, hours and other terms and conditions of employment for the unit.
- p. Unfair Labor Practice.** Any practice prohibited by Article XII of Act 195.

For terms not included above, the definitions in Act 195 shall apply.

## 5. POLICY.

- a.** An employee organization that has been certified by the Pennsylvania Labor Relations Board (PLRB) to represent a unit of employees is to be recognized as the exclusive representative of all employees in that unit. The Commonwealth, Office of Administration, and all agencies subject to this management directive shall bargain (or confer with those units representing first level supervisory employees) over the terms and conditions of employment solely with the employee organizations that are the exclusive representatives of the employees.
- b.** The Office of Administration, through the Bureau of Employee Relations and other bureaus within the Office of Human Resources and Management, will continue to provide direction and assistance in the administration and interpretation of collective bargaining agreements, including the administration of grievance procedures under such agreements.
- c.** For purposes of collective bargaining, arbitration of grievances, and all relationships with the Pennsylvania Labor Relations Board (PLRB), all agencies under the Governor's jurisdiction constitute a single employer and will be represented by the Bureau of Employee Relations. Representatives of operating agencies will be included on Commonwealth negotiating teams when individual agency interests are involved.
- d.** Policy relating to the following specific areas are addressed by individual directives:

*590.2 Confidential Positions and Employees*

*590.3 Deduction of Union Dues/Fair Share Fees*  
*590.5 Guidelines to be Followed During Legal or Illegal Strikes*  
*590.7 Labor Relations - Grievance Administration*  
*590.8 Classification Grievance Processing*  
*720.2 Wage Standards Picketing*

e. Management of Labor Relations Functions.

Petitions for Representation (Including Requests to Decertify an Existing Employee Representative) and Elections.

**(1) Filing of Representation Petitions.** Under *Act 195* and *Act 111*, employee organizations may file petitions with the PLRB for the purpose of securing certification as exclusive representatives for appropriate units of Commonwealth employees which are not already represented by another employee organization. Employee organizations may also file petitions to decertify, i.e., replace existing employee organizations. Any petition received by an agency from an employee organization must be referred immediately to the Bureau of Employee Relations. No other action on the petition is to be taken by an agency. Any union representative presenting authorization of membership cards to an agency must be referred to the Bureau of Employee Relations. It is imperative that agency personnel not examine, count, or handle such cards in any way.

**(2) Access to Commonwealth Property Before/After a Representation Petition is Filed.**

**(a) Access to Commonwealth Property.** During the periods before and after a representation petition is filed, union staff (i.e., employees of the union) and union representatives (i.e., local union officers, stewards, etc.) who are Commonwealth employees of employee organizations seeking to represent units of state employees are not to be granted access to Commonwealth property, including parking lots, for the purpose of distribution of literature or solicitation.

1 Distribution and solicitation activities by union staff or representatives must be conducted off Commonwealth property, except that union representatives who work at a worksite which employs bargaining unit members may distribute literature on their nonworking time in their worksite's nonwork areas only. Such union representatives are not, however, to be permitted to return to the worksite to engage in such activities after they have left the worksite at the end of their shift. Violators should be asked to leave the property. If they refuse, the State Police should be contacted and asked to remove them.

2 Any violations of these provisions by union staff or representatives are to be reported immediately to the Bureau of Employee Relations.

**(b) Access to meeting rooms.** Prior to the filing of a Representation Petition, no union may be allowed access to Commonwealth meeting rooms to conduct meetings for election campaign purposes. After a Representation Petition has been filed, all interested unions should be allowed equal access to available meeting rooms, provided the union has secured permission 48 hours in advance and provided any additional costs involved in the use of the room are paid for by the union. Access to

Commonwealth property for this purpose is the only exception to the provisions in Section 5.e.(2)(a).

- (c) **Access to bulletin boards.** Employee organizations which currently represent employees utilize designated bulletin boards for materials related to those bargaining units. These bulletin boards may not, however, be used for materials related to solicitation, electioneering, or campaigning on any petition/ election then pending which involves employees at that worksite. In addition, material related to any petition/election then pending which involves employees at that worksite is not to be posted by an employee organization on any other bulletin board at a worksite where employees involved in the election/petition are employed.

### **(3) Elections.**

- (a) The PLRB will issue an Order and Notice of Election for the purpose of determining representation of employees in an appropriate bargaining or supervisory unit. Voting locations will be attached to each notice. Each agency is responsible for making this information available to voting employees.
- (b) Paid administrative leave, including reasonable travel time between work locations and voting sites, will be granted up to the number of hours in the employee's normal workday to employees to vote in elections. It will also be granted to employees who have been designated by their employee organizations to serve as watchers at election polls. Each watcher will be required to have a letter from his or her employee organization as evidence of their selection as a watcher. Employees who have state automobiles permanently assigned to them may drive those vehicles to the voting site when such use is consistent with efficiency and economy in the conduct of an employee's normal work assignments. Employees are not eligible for lodging, subsistence, or mileage reimbursement for activities related to elections.

### **f. Attendance at Hearings Before the PLRB.**

- (1) **Representation and Unit Clarification Hearings.** Administrative leave, including reasonable travel time, as provided in Section 5.e.(3)(b), is authorized for employees at hearings before the PLRB, provided that:
  - (a) they are members of the bargaining or first-level supervisory unit at issue; and
  - (b) they either testify at the hearing or are present in a leadership capacity for their respective employee organization.
  - (c) the total administrative leave, including travel time, allowed for each day of hearing may not exceed the number of hours in the employee's normal workday. The Bureau of Labor Relations is responsible for approving such leave.
  - (d) employee use of Commonwealth automobiles to attend these hearings is authorized consistent with Section 5.e.(3)(b). Employees are not eligible for lodging, subsistence, or mileage reimbursement.

- (2) Unfair Labor Practice (ULP) Hearings.** Administrative leave is not authorized for employees who attend or testify at these proceedings on behalf of an employee organization. (Exception: The president of the Pennsylvania State Troopers Association or his/her designee, L1 bargaining unit, is authorized to utilize administrative leave to attend or testify at these hearings.) Upon request, however, employees are to be granted annual leave, personal leave, or leave without pay to attend such proceedings, consistent with their agency's operational requirements. Employees who attend or testify on behalf of an employee organization may not use Commonwealth vehicles to attend ULP hearings, nor may they receive lodging, subsistence, or mileage reimbursement. Agencies are represented in unfair labor practice proceedings by the Office of Administration's Office of Chief Counsel. All agency activity related to unfair labor practice charges must be coordinated with that office.

**g. Attendance at Negotiating/Meet and Discuss Sessions.**

- (1)** Administrative leave, including travel time as provided in Section 5.e.(3)(b) or as authorized by the Bureau of Employee Relations up to the number of hours in the employee's work day, is authorized for employees in certified bargaining or supervisory units for the purpose of participating in negotiating or meet-and-discuss sessions. However, the total number of hours worked plus any Administrative leave may not exceed the number of hours in the employee's work day. Verification of attendance at these sessions is required. The following procedures apply:
- (a)** Employees will be required to complete Form STD-750, Verification of Administrative Leave, for each session attended.
  - (b)** Attendance will be verified by a representative of the Bureau of Employee Relations for most sessions or by an agency representative for meet-and-discuss sessions not involving the Bureau of Employee Relations.
  - (c)** One copy of the form will be returned promptly by the employee to his or her supervisor who will ensure the employee is credited with administrative leave.
  - (d)** A second copy of the form will be retained by the Bureau of Employee Relations or by the agency Labor Relations Coordinator, as appropriate, for a period of six months and then destroyed.
- (2)** Employee use of Commonwealth automobiles to attend these sessions is authorized consistent with Section 5.e.(3)(b). Employees are not eligible for lodging, subsistence, or mileage reimbursement.

**h. Attendance at Grievance and Labor-Management Meetings.**

- (1)** An employee designated as a union representative (steward), is permitted reasonable time off to investigate and discuss grievances during working hours on the employer's premises if notification is given to the human resource officer or designated representative. The time spent in such activity, including reasonable travel time, if necessary, is considered working time. Prior to leaving their work area for this purpose, stewards are expected to notify their supervisor of their departure, provide an estimate of their return time, and indicate the

location they will be visiting. In addition, stewards may be expected to provide a telephone number or other means by which they may be contacted during their absence if operational needs so dictate. Other arrangements may also be appropriate depending upon operational needs or individual situations. Should operational circumstances preclude a steward's departure from the work site at the time requested, the supervisor should inform the steward thereof, direct the steward to remain, and then work to accommodate the steward's request as soon as operational considerations permit.

- (2) Employees from one agency may represent or attend a meeting on behalf of employees in another agency. Employees who attend grievance or labor-management meetings on behalf of an employee organization are considered to be working during the meeting, including reasonable travel time to and from the meeting, up to the number of hours in the employee's normal workday.

**(Exception:** Employees who participate in the Accelerated Grievance Procedure on behalf of an employee organization will be entitled to time off from work with pay in accordance with the Rules of Procedure agreed to between the commonwealth and the respective employee organization.)

- (3) Employee use of commonwealth automobiles for attendance at labor-management or grievance meetings with management, as described in Section 5.f.(2), is authorized consistent with Section 5.e.(3)(b). Employees are not eligible for lodging, subsistence, or mileage reimbursement in conjunction with any of the activities under this paragraph.

#### **i. Attendance at Arbitration Hearings.**

- (1) Administrative leave, up to the number of hours in the employee's normal workday, is authorized for the grievant and for employees who testify on behalf of an employee organization at arbitration proceedings, provided they are covered by the collective bargaining agreement or memorandum of understanding in dispute and that they actually testify at the hearing. The Bureau of Employee Relations will be responsible for approving such leave except for hearings of classification grievances in which case the Bureau of Classification, Compensation and Workplace Support will be responsible.
- (2) Employee use of commonwealth automobiles is authorized consistent with Section 5.e.(3)(b). Employees are not eligible for lodging, subsistence, or mileage reimbursement.

#### **j. Discipline.**

- (1) Prior to determining whether and to what extent an employee will be disciplined, an agency will:
  - (a) notify the employee of the basis, i.e., allegations upon which discipline is being considered; and
  - (b) provide the employee with an opportunity to meet with an agency representative regarding those charges. At that meeting, the employee will be provided an explanation of the evidence upon which the charges are based and will be given an opportunity to rebut the charges and/or provide information regarding any mitigating or extenuating circumstances the employee believes relevant. This meeting is termed an "investigatory interview", "fact-finding meeting", or (by some agencies) a

"pre-disciplinary conference." An employee's entitlement to representation at this meeting is described in Section 5.k.

- (2) **Right to appeal discipline under collective bargaining agreements and memoranda of understanding.** Reference to appeal rights of employees under appropriate collective bargaining agreements and memoranda of understanding should be included in written notices of disciplinary demotion, suspension, dismissal and actions taken under the alternative discipline in lieu of suspension program. The example below may be used as a guide for this purpose, with the deletion of references to the Civil Service Commission appeal procedure in notices sent to non-civil service employees. Written notices should also reference other issues, as appropriate, such as the availability of SEAP services, the need to return Commonwealth property, etc.

"Please be advised that you may appeal the above action through either the Civil Service Commission appeal procedure or your collective bargaining agreement/ memorandum of understanding grievance procedure, but not both. A civil service appeal must be made, in writing, to the Civil Service Commission within 20 calendar days of receipt of this notice. A grievance under your collective bargaining agreement/ memorandum of understanding must be filed, in writing, to the agency head or designee within the time limits established in the applicable collective bargaining agreement/memorandum of understanding."

**(Exception:** The notice to an employee whose agreement and/or memorandum contains the Accelerated Grievance Procedure should direct the filing to the employee's Step 1 worksite designee.)

- (3) **Disciplinary absence.** The period for which an employee is not compensated, after being suspended or discharged and later reinstated without pay, as a result of a grievance settlement, arbitration decision, or other adjudication, is to be recorded in the employee's personnel records as a disciplinary absence, not as a suspension. The period for which an employee is compensated is to be recorded as normal duty status.
- k. **Employee Obligation to Answer Questions.** An employee is required to answer questions from the employee's supervisor or other management representative that are specifically and directly related to the employee's work activities and may be disciplined for refusing to answer. An employee who refuses to answer should be directly ordered to answer, advised that there is no right to protection from self-incrimination for questions regarding work activities, and informed that discipline may result from a continued refusal to answer.
- l. **Representation.** Although *Act 195* distinguishes between nonsupervisory and first-level supervisory employees, a decision by the Pennsylvania Supreme Court allows nonsupervisory employees to represent first-level supervisory employees in meet-and-discuss sessions and in processing grievances. In addition, first-level supervisors may similarly represent nonsupervisory employees. However, when a first-level supervisor represents a nonsupervisory employee, the supervisor's absence must be charged to personal leave, annual leave, or leave without pay. The same policy applies in situations where a nonsupervisory employee represents a first-level supervisory employee. Questions should be directed to the Bureau of Employee Relations.



**(1) Employee right to union representation at investigatory or fact-finding meetings and pre-disciplinary conferences.**

(a) An employee has the right to union representation upon request at an investigatory interview that the employee reasonably believes may lead to discipline. This entitlement is often referred to as the employee's "Weingarten right." An investigatory interview may take many forms and is usually a question and answer session, but essentially it is any meeting that is calculated to form the basis for taking disciplinary or other job-affecting actions against the employee because of misconduct. An investigatory interview may also take the form of an agency directing an employee to submit a written statement concerning alleged misconduct, or may take the form of an accusation or statement designed to elicit a denial or admission by the employee. An employee who cannot reasonably conclude that discipline may result from their interview is not entitled to representation. The right to representation therefore exists not only at the meeting described in Section 5.k., but also during preliminary interviews that may occur as an agency begins to gather facts.

**(Note:** Members of the Capitol Police unit (L4) are entitled to union representation upon request during any interrogation, whether they are the subject of the investigation or a witness.)

(b) The Weingarten right does not exist, however, for meetings held solely to impose discipline (e.g., to reprimand an employee) or solely to notify an employee that discipline will be imposed. Consequently, although agencies may permit representation at a meeting held to impose discipline or to notify an employee thereof, it is not mandatory that they do so.

**(Note:** Members covered by the agreement or the memorandum of understanding for the Social and Rehabilitative Services units (F1/F4 and F2/F5) and members covered by the memorandum of understanding for the Unemployment Compensation Referees unit (I5) and Independent State Stores unit (M-2) have the right to union representation at a meeting held to impose discipline.)

**(Note further:** A member of the State Police unit (L1) who is the subject of an administrative inquiry or internal investigation is to be advised of and, upon request, afforded union representation at any interview, predisposition conference, DAR issuance, or any hearing.)

(c) The Weingarten right is an entitlement that exists only if asserted by an employee. That is, strictly speaking, an employee is entitled to union representation only if the employee requests it, and an agency is not legally obligated to inform an employee of his or her entitlement to representation. However, in order to avoid potential disputes in this regard, agencies are encouraged to advise an employee, who is the subject of an investigation, of his or her right to have a union representative present prior to beginning the meeting. If an employee initially declines representation, but then before or during the interview requests it, the interview should be halted for a reasonable period to allow representation to be obtained.

- (d) An employee who requests union representation is entitled to the representative of his or her choice, if the requested union representative is reasonably available and there are no extenuating circumstances that would preclude the utilization of the requested union representative. If a specific representative is in fact unavailable, the agency may, at its discretion, opt to postpone the investigatory interview until the specific representative is available, or may ask the employee to select another available representative and proceed with the interview, or may forgo the interview altogether and continue the investigation. Whichever course of action is selected, the agency must take care not to unduly prolong the investigation because management must implement disciplinary action within a reasonable period of time following the underlying event,
- (e) If the employee requests to privately consult with the union representative prior to commencement of the investigatory interview, or prior to answering a question that has been asked during the interview, such consultation must be permitted. Requests to consult with the union representative must be initiated by the employee. Such requests cannot be used solely to delay the investigation. Thus, the employee may only ask to consult with his union representative after a question has been posed if there are reasonable grounds for doing so. For instance, if the employee has been asked a significant question (i.e. one that goes to the crux of the investigation), or has been asked a question that may be interpreted in more than one way, the employee has the right to request to consult with the union representative.
- (f) A union representative attending an investigatory interview is present to assist the employee and may attempt to clarify the facts or suggest other employees who may have knowledge of them. However, the union representative is not free to interfere with the interview, and the agency may insist that it is only interested, at that time, in hearing the employee's own account of the matter under investigation. If the union representative becomes disruptive, the agency may require the union representative to withhold any comments or questions until the agency has completed questioning the employee. If disruptions persist despite the agency representative's request that they cease, the interview may be terminated. The information received from the employee/union in the interview up to that point may be factored into the agency's decision regarding whether and to what extent to discipline the employee. Should you need to terminate the meeting, it is advisable to contact your designated labor relations contact, agency labor relations coordinator, or OA Bureau of Employee Relations as soon as possible. This will provide the opportunity to discuss whether the meeting needs to be rescheduled and if so, what can be done to avoid a similar situation from arising at the rescheduled meeting.

**m. Employee Right to Union Representation at Classification Desk Audits and Annual/Interim Employee Performance Reviews.**

- (1) **Classification desk audits.** An employee is not entitled to union representation at a desk audit unless the audit is being performed as the result of a grievance having been filed. An agency may, however, allow union representation at other than grievance-related desk audits when it determines the presence of a union representative to be appropriate.

- (2) **Annual/Interim employee performance reviews.** An employee covered by a collective bargaining agreement or memorandum of understanding is **not** entitled to union representation at the **initial** meeting with the supervisor to discuss their evaluation, unless the evaluation has the potential to lead to or be the basis for discipline. However, an employee **is** entitled, upon request, to obtain union representation for any **subsequent** meeting(s) with management held to discuss the evaluation. This same policy applies to union representation at an interim evaluation, i.e., no entitlement at the first meeting, unless the evaluation has the potential to lead to or be the basis for discipline, with the entitlement at any subsequent meeting(s) to discuss that same interim evaluation.
- n. **Employee Representation by other than the Certified Employee Representative is Prohibited.** An employee may be represented only by a representative of the certified bargaining organization. This means that an employee's personal attorney or another fellow employee may not represent the employee at any meeting held with supervision or management to discuss an individual or group workplace issue or grievance, including discipline. This also precludes an official of one union from representing an employee represented by another employee organization. Exceptions:
- (1) A personal attorney or other individual may represent the employee if that person has been so designated, in writing, by the certified bargaining organization.
- (2) *Act 195* permits an employee or group of employees to present a grievance to management without intervention by the employee organization, as long as a union representative has been afforded the opportunity to be present if the grievance is to be adjusted. Any adjustment (i.e., settlement) must be consistent with the terms of the agreement/memorandum.
- (3) Members of the Capitol Police unit (bargaining unit L4) are entitled to be represented at an investigatory interview by both an employee representative and counsel of their choice.
- o. **Representation.** Although *Act 195* distinguishes between nonsupervisory and first-level supervisory employees, a decision by the Pennsylvania Supreme Court allows nonsupervisory employees to represent first-level supervisory employees in meet-and-discuss sessions and in processing grievances. In addition, first-level supervisors may similarly represent nonsupervisory employees. However, when a first-level supervisor represents a nonsupervisory employee, the supervisor's absence must be charged to personal leave, annual leave, or leave without pay. The same policy applies in situations where a nonsupervisory employee represents a first-level supervisory employee. Questions should be directed to the Bureau of Employee Relations.
- p. **Grievance Procedure and Employee Performance Review.**
- (1) An individual designated to answer a grievance at any step of the grievance procedure under a collective bargaining agreement should not be a member of the same nonsupervisory unit as that of the grievant. Similarly, the individual who completes and signs an employee's performance review form as the rater should not be a member of the same nonsupervisory unit as the employee being evaluated. A member of one nonsupervisory unit may, however, respond to the grievance or complete the performance review of a member of any other nonsupervisory unit.

(**Example:** Although an employee in the Professional Administrative and Fiscal Unit may be designated to answer the grievance of a member of the Clerical, Administrative, and Fiscal Unit arising out of the Master Agreement which covers both individuals, the employee should not be designated to answer a grievance filed by a member of the Professional Administrative and Fiscal Unit.)

- (2) A nonsupervisory employee may furnish information or otherwise participate informally in a grievance or performance evaluation involving another employee in the same nonsupervisory unit, provided the individual does not sign any correspondence or documents and is not held accountable for any decisions made.
- (3) An employee in a first-level supervisory unit may sign performance reviews or be designated to answer grievances arising out of any non-supervisory or first-level supervisory unit, including the individual's unit.

**q. Side Letters.**

- (1) The Office of Administration, Bureau of Employee Relations, is the appropriate commonwealth entity to enter into side letters with employee representatives. However, the Office of Administration may authorize an agency to do so in specific circumstances.
- (2) An agency that has identified a need for a side letter is to communicate such to the Bureau of Employee Relations. The ensuing discussion will determine if a side letter is appropriate and, if so, the actions to be undertaken to develop such.
- (3) Agencies/worksites are not required to obtain the prior approval of the Bureau of Employee Relations to enter into bona fide local agreements where contractually permissible. However, the Bureau of Employee Relations may be contacted for advice and/or assistance regarding local agreements at the agency's discretion.

**r. Employee Representatives' Request for Information.**

- (1) The commonwealth has an obligation as part of its statutory duty to bargain in good faith to provide information requested by a certified bargaining representative if such information is potentially relevant to the representative's duty to bargain on behalf of employees it represents or to police the administration of the existing collective bargaining agreement.
- (2) If an agency questions the relevance of the information requested, it must seek clarification from the representative as to the need for it. Similarly, if a request is deemed to be overly burdensome, discussion with the representative should occur to determine whether a less burdensome alternative can be identified.

**s. Contracting/Reassignment of Bargaining Unit Work.** Before contracting for the performance of or reassigning work performed by employees in a represented bargaining or supervisory unit, agencies must ensure that the relevant requirements

of the controlling collective bargaining agreement/memorandum of understanding are fulfilled.

## **6. RESPONSIBILITIES.**

### **a. Office of Administration, Bureau of Employee Relations will:**

- (1)** Make available to employee organizations centrally produced lists identifying the contractually-required data related to the employees in the units that they represent. Individual agencies will not furnish this information. Requests for such information should be directed to the Bureau of Employee Relations.
- (2)** Provide guidance to agencies in matters involving the election and certification of employee representatives.
- (3)** Coordinate the Commonwealth's preparation for and direct the Commonwealth's efforts in negotiating collective bargaining agreements.
- (4)** Provide guidance to agencies in the administration and interpretation of collective bargaining agreements, including the administration of grievance procedures.
- (5)** Be responsible for the negotiation of side letters with employee representatives.

### **b. Office of Administration, Office of Legal Counsel will:**

- (1)** Represent agencies in unfair labor practice proceedings.
- (2)** Provide legal advice to the Bureau of Employee Relations regarding labor relations matters.

### **c. Agency Heads will:**

- (1)** Designate a management level employee as a labor relations coordinator who is responsible for the administration of the labor relations program within the agency.
- (2)** Ensure agency managers are aware of the need to carry out their responsibilities in a manner that conforms to applicable labor law, collective bargaining agreements/memoranda of understanding, and this directive.

### **d. Labor Relations Coordinators will:**

- (1)** Serve as liaison between the agency and the Office of Administration, Bureau of Employee Relations, regarding labor relations matters.
- (2)** Establish, maintain and coordinate a labor relations program within the agency that provides for consistent, clear direction to managers and supervisors in fulfilling their labor relations responsibilities.

- (3) Represent the agency as a member of commonwealth bargaining teams, as appropriate, in the negotiation of collective bargaining agreements/discussion of memoranda of understanding.

**e. Supervisors and Managers will:**

- (1) Conduct their interactions with employees and employee representatives, as well as their other responsibilities, in a manner that conforms to applicable labor law, collective bargaining agreements/memoranda of understanding, and this directive.
- (2) Consult with their respective labor relations coordinator for guidance and direction as appropriate.

**7. PROCEDURES.**

- (1) Action and communication regarding matters outlined in Section 5. a. through s., of this directive are to occur as prescribed in those items.
- (2) Agencies are to establish and maintain procedures to facilitate efficient, effective, and timely intra-agency communication on labor relations matters; and provide managers and supervisors with access to information and resources needed to adequately fulfill their labor relations responsibilities.

**This directive replaces, in its entirety, *Management Directive 590.1*, dated November 27, 2007.**

**Enclosure 1 – Bargaining/Supervisory Units, Bargaining Unit Codes, and Employee Organizations**

## **Bargaining/Supervisory Units, Bargaining/Supervisory Unit Codes and Employee Organizations**

Bargaining/Supervisory units and codes are listed below. Only units that are represented by an employee organization for purposes of collective bargaining or meet and discuss are listed.

AFSCME	= American Federation of State, County, and Municipal Employees, AFL-CIO
ALES	= Association of Liquor Enforcement Supervisors
CIVEA/PSEA/NEA	= Correctional Institution Vocational Education Association, PSEA/NEA
FOP-LODGE #85	= Fraternal Order of Police, Lodge #85, Capitol Police
FOP-Lodge #114	= Fraternal Order of Police, Pennsylvania Conservation Police Officers, Lodge #114
FOSCEP	= Federation of State Cultural and Educational Professionals, PFT/AFT, AFL-CIO
ISSU	= Independent State Store Union
NTTCEA/PSEA/NEA	= Non-Tenured Teachers Commonwealth Education Association, PSEA/NEA
OPEIU	= OPEIU, Healthcare Pennsylvania, Local 112
PA PUC BAR ASSOCIATION	= Pennsylvania Public Utility Commission Bar Association
PDA	= Pennsylvania Doctors Alliance
PLEA	= Pennsylvania Liquor Enforcement Association
PSCOA	= Pennsylvania State Corrections Officers Association
PSEA/NEA	= Pennsylvania State Education Association
PSRA	= Pennsylvania State Rangers Association
PSSU	= Pennsylvania Social Services Union, AFL-CIO
PSTA	= Pennsylvania State Troopers Association
SEIU HCPA	= Service Employees International Union, Healthcare Pennsylvania
SEIU Local 668	= Service Employees International Union, Local 668
UFCW	= United Food and Commercial Workers
UGSOA	= United Government Security Officers Association

<b>Bargaining/ Supervisory Code</b>	<b>Unit</b>	<b>Supervisory Level</b>	<b>Employee Representative</b>
A-1	Clerical, Administrative & Fiscal	Nonsupervisory	AFSCME
A-2	Clerical, Administrative & Fiscal	Supervisory	AFSCME
A-4	Professional, Administrative & Fiscal	Nonsupervisory	AFSCME
A-7	Limited Term Clerks	Nonsupervisory	AFSCME
B-1	Technical Services	Nonsupervisory	AFSCME
B-2	Technical Services	Supervisory	AFSCME
B-4	Engineering & Scientific	Nonsupervisory	AFSCME
C-4	Educational & Cultural	Nonsupervisory	FOSCEP
C-5	Educational & Cultural	Supervisory	FOSCEP
D-4	Instructional-Tenured	Nonsupervisory	PSEA/NEA
E-4	Adult Correction Education	Nonsupervisory	CIVEA/PSEA
E-7	Corrections Boxing Instructor	Nonsupervisory	CIVEA/PSEA
F-1	Social & Rehabilitative Services	Nonsupervisory	SEIU Local 668
F-2	Social & Rehabilitative Services	Supervisory	SEIU Local 668
F-4	Social & Rehabilitative Services	Nonsupervisory	SEIU Local 668
F-5	Social & Rehabilitative Services	Supervisory	SEIU Local 668
G-1	Inspection, Investigation & Safety	Nonsupervisory	AFSCME
G-2	Inspection, Investigation & Safety	Supervisory	AFSCME
G-4	Inspection, Investigation & Safety	Nonsupervisory	AFSCME
G-5	Inspection, Investigation & Safety	Supervisory	AFSCME
H-1	Corrections Officers & Forensic Security Employees	Nonsupervisory	PSCOA
I-5	Hearing Officers	Supervisory	SEIU Local 668
J-1	Maintenance & Trades	Nonsupervisory	AFSCME
J-2	Maintenance & Trades	Supervisory	AFSCME
K-1	Law Enforcement, Fish & Boat Laws	Nonsupervisory	FOP-Lodge
114			
K-2	Law Enforcement, Fish & Boat Laws	Supervisory	FOP-Lodge
114			
K-4	Law Enforcement, Liquor Control Laws	Nonsupervisory	PLEA
K-5	Law Enforcement, Liquor Control Laws	Supervisory	ALES
K-8	Law Enforcement, Game Laws	Nonsupervisory	FOP-Lodge 114
L-1	State Police	Nonsupervisory	PSTA
L-4	Capitol Police	Nonsupervisory	FOP-Lodge #85
M-1	Liquor Store Clerks	Nonsupervisory	UFCW
M-2	Liquor Store Managers	Supervisory	ISSU
M-7	Liquor Store Clerks, Seasonal	Nonsupervisory	UFCW
N-1	Human Services	Nonsupervisory	AFSCME
N-2	Human Services	Supervisory	AFSCME
N-7	Temporary Custodial Worker	Nonsupervisory	AFSCME
P-4	Medical & Supportive Services	Nonsupervisory	SEIU HCPA
P-5	Medical & Supportive Services	Supervisory	OPEIU
P-7	PRN Nurses	Nonsupervisory	SEIU HCPA
R-1	Security	Nonsupervisory	UGSOA
R-2	Security	Supervisory	UGSOA
R-4	Park Rangers	Nonsupervisory	PSRA
S-4	Instructional, Non-Tenured	Nonsupervisory	NTTCEA/PSEA
T-4	Physicians & Related Occupations	Nonsupervisory	PDA
T-5	Physicians & Related Occupations	Supervisory	PDA
Z-4	PUC Attorneys	Nonsupervisory	PA PUC BAR