

PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF ACT 111
INTEREST ARBITRATION BETWEEN

DAUPHIN COUNTY DETECTIVES
ASSOCIATION

and

DAUPHIN COUNTY

AAA Case No. 01-21-0016-5085

BEFORE:

Walter H. De Treux, Esq. Impartial Arbitrator

Sean T. Welby, Esq. Partial Arbitrator
Appointed by Dauphin County Detectives Association

Adam L. Santucci, Esq. Partial Arbitrator
Appointed by Dauphin County

FORWARD

The above-named and undersigned arbitrators were duly appointed as the Board of Arbitration pursuant to the provisions of Section 4(b) of the Act of June 24, 1968, P.L. 237, *as amended*, 43 P.S. §217.4(b) ("Act 111") and the procedures of the Philadelphia office of the American Arbitration Association. A hearing in this matter was held on April 5, 2022, 2021 at the Harrisburg Office of McNees Wallace & Nurick LLC and Executive Sessions of the Board of Arbitrators were held on May 11, 2022 and August 11, 2022.

At the hearing, both the Dauphin County Detectives Association ("Association") and Dauphin County ("County") had a full and fair opportunity to present evidence and argument in support of their respective positions, to call and question witnesses on direct examination, and to cross-examine the other party's witnesses.

After considering the evidence presented at the hearing and meeting in executive session, the Board of Arbitrators adopts the following Award:

ARTICLE VI. WAGES

Section 6.1

~~The Wage scale for 2013 that is part of the January 1, 2014 — December 31, 2018 contract will remain in force through December 31, for employees with a hire date prior to November 1, 2013.~~

All employees hired on or before December 31, 2013 shall be eligible for the following wage increases:

January 2022: 4.95%

January 2023: 2.95%

January 2024: 2.95%

January 2025: 2.95%

Effective January 2022, all employees hired on or after January 1, 2014 shall be compensated as set forth on Appendix A. The starting wage for all new employees will be the base wage as set forth in Appendix A.

Section 6.2

~~Effective January 1, 2014 the longevity wage scale that is part of the 1/1/2010 — 12/31/2013 contract, will be eliminated. The specific annual salary of each Detective or Detective Sergeant for each year of the contract will be listed as a separate attachment (Attachment 1) to the contract.~~

Section 6.3

~~Effective November 1, 2013 and through the expiration of the contract on December 31, 2017
The starting annual salary will be \$56,100.~~

Section 6.2

Effective January 2014 2022 and each January during the term of the contract, annual salary increases will be effective at the beginning of the first full pay period in each year of the contract.

Section 6.3

Act 180 recertification pay shall be eliminated; provided that Employees hired on or before December 31, 2013 shall have their base wage increased by \$275 effective with the first full pay period in January of 2022. Any Detective or Detective Sergeant hired on or after November 1, 2013 will receive the following maximum salary adjustments in each year of the contract (2014 — 2017) in accordance with Section 6.4.

~~2014: 2%; 2015: 2%; 2016: 2%; 2017: 2%.~~

Section 6.6

~~Any Detective or Detective Sergeant hired prior to November 1, 2013 will be eligible for the following salary adjustment in each year of the contract in accordance with Section 6.4, above.~~

~~2014: 3%; 2015: 3%; 2016: 3%; 2017: 3%.~~

Section 6.74

Detectives classified as a Detective Sergeant will be paid at an annual salary that is six percent (6%) higher than their Detective's annual salary. Individuals hired into the position of Detective Sergeant, without prior Dauphin County Detective years of service, will have a starting annual salary of ~~\$59,466~~ that is six percent (6%) above the applicable detective base wage set forth in Appendix A.

ARTICLE VII. EQUIPMENT

Section 7.3

The County shall provide for replacement of any personal item, including clothing, that is damaged or destroyed in the line of duty. Detectives shall receive an additional annual equipment allowance of \$275.00 to cover the costs of additional equipment. This shall be paid in a single check. The choice of approved equipment shall remain that of the District Attorney or his/her designee.

Section 7.4 Each Detective covered under this agreement shall be provided with an unmarked automobile for the exclusive use of said Detective or Detective Sergeant in the performance of his/her duties. The County shall provide necessary fuel, insurance, parking, maintenance and repairs for these automobiles. The vehicle shall be parked at the residence of the Detective when not in use. The specifications of each automobile shall be the responsibility of the Chief County Detective with the approval of the Board of Commissioners. Detectives will reimburse the County \$35.00 per-month as a fee for a parking place at or near the courthouse. ~~Effective January 1, 2012 the cost of parking will be increased to \$40.00 per month; e~~ Effective January 1, 2013-2022, the cost of parking will remain \$75.00 per month, and effective January 1, 2023, the rate will be \$80.00 per month. Effective January 1, 2024, bargaining unit employees shall pay increased to \$45.00 per month the same rate as that which is paid by non-union County employees. The Monthly parking rates for the term of the contract will be:

~~2014 \$50.00 — 2015 \$55.00 — 2016 \$60.00 — 2017 \$65.00~~

Parking costs will be deducted automatically from payroll each month.

Section 7.5

Detectives will not be required to operate vehicles that are unsafe or not in proper working order. Vehicles that are considered unsafe or require repair will be delivered to the fleet manager. The appropriate documents will be completed explaining the nature of the problem with the vehicle. The fleet manager will inspect the vehicle, schedule the repairs and determine if the vehicle is safe to operate until the repairs are accomplished. Repairs will be completed within a reasonable time.

ARTICLE XI. HEALTH INSURANCE

Section 11.1

After sixty (60) calendar days (effective the first day of the month after the completion of sixty (60) calendar days), full time detectives, their spouse and eligible dependents shall be eligible for healthcare insurance as outlined in this Article. During the term of this Agreement Effective January 1, 2022, the County shall provide the current PPO-Preferred Provider Organization Medical Program or its equivalent medical insurance program. For 2022, deductibles, copays, premium

shares and other costs shall remain the same. The wellness program shall also remain unchanged for 2022. Full-time—who are employed by the County for a minimum of ninety (90) calendar days, (for new Detectives, effective with the first of the month following the completion of the ninety (90) calendar days), shall be provided with medical and hospitalization, prescription, vision and dental insurance for their spouse and dependent children. Such coverage shall be the same type and levels of coverage as are provided to all other non-bargaining unit employees of the County, but at a minimum, shall be substantially equal to the type and levels of coverage outlined in the annual Dauphin County Open Enrollment Benefit Guide. The monthly cost (premium-sharing) of coverage for employees will be the same as the monthly cost of non-union employees which is implemented on or after January 1, 2010. The premium-sharing cost for employees will be capped per month for individual coverage and per month for all other coverage at the rates listed below:

Year	Individual Coverage	Other Coverage
2014	\$40.00	\$70.00
2015	\$45.00	\$80.00
2016	\$50.00	\$90.00
2017	\$50.00	\$100.00

(See Dauphin County annual Open Enrollment Guide for explanation of co-pays)

Effective January 1, 2023, bargaining unit employees will be offered the following plans with the following cost sharing requirements:

PLAN A		
PPO Deductible/Copay Plan \$400/\$800		
Coverage Level	Employee Monthly Contributions	Per Pay
Single	\$90.00	\$41.54
EE+ Spouse	\$135.00	\$62.31
EE + Child	\$135.00	\$62.31
EE + Children	\$270.00	\$124.62
Family	\$270.00	\$124.62
PLAN B		
PPO Deductible/Copay Plan \$800/\$1600		
Coverage Level	Employee Monthly Contributions	Per Pay
Single	\$30.00	\$13.85
EE + Spouse	\$60.00	\$27.69

EE + Child	\$60.00	\$27.69
EE + Children	\$90.00	\$41.54
Family	\$90.00	\$41.54
PLAN C		
PPO HDHP \$1400/\$2800 (\$600.00/\$1200.00)		
Coverage Level	Employee Monthly Contributions	Per Pay
Single	\$45.00	\$20.77
EE + Spouse	\$90.00	\$41.54
EE + Child	\$90.00	\$41.54
EE + Children	\$135.00	\$62.31
Family	\$135.00	\$62.31
Includes \$800.00/\$1600.00 County Contribution to HSA		

Effective January 1, 2024, employees shall receive the same plan options, including the same copay, deductible and employee contributions offered to the County's non-union employees, as outlined in the County Open Enrollment Guide, but in no event will any increase for premium shares increase by more than 6% of the prior year amount for bargaining unit employees in any subsequent year.

The County contribution to the Health Savings Account shall be in an amount set by the County Commissioners in 2024 and 2025 for all County employees. In the event that the County offers employee wellness discounts to other non-union County employees, the discounts will be available to bargaining unit employees on equal terms.

Employee premiums for dental and vision coverage shall be the same amount as offered to non-union employees.

The spousal surcharge shall be \$130 per month following the issuance of this Award and shall be as set forth in the County Open Enrollment Guide for each subsequent year. The spousal surcharge will be charged if the spouse is eligible for coverage under another employer offered plan but the spouse declines coverage under the third party plan and elects coverage under the County's plan. All spouses will be required to sign eligibility for coverage certification during open enrollment. The spousal surcharge is in addition to individual amount or employee with children amount, as appropriate.

Section 11.2

The County may provide other health insurance than set forth in Section 11.1, provided, however that the overall insurance benefit package shall be equal or better,

Section 11.23

Upon retirement under the County Pension Plan, at age 55 or more, Detectives who meet the requirements set forth below will receive health insurance benefits (Major Medical / Hospitalization / Prescription I Eye and Dental) through the County as reflected below. The health insurance benefits for the retired Detective will be the same insurance benefits that are provided by the County for full-time Detectives assigned to the Criminal Investigation Division of the Dauphin County District Attorney's Office:

- 1) For Detectives hired on or before December 31, 2009, working in the bargaining unit at the time of retirement who have completed at least 20 years of service with the County and have worked at least five (5) years as a full-time Detective in the Criminal Investigation Division, the County of Dauphin will provide health coverage for the retired employee, spouse and eligible dependents, and will pay 100% of the premium for the period specified in the contract. "Dependent" shall be defined by the group medical insurance program under which coverage is provided.

Employees hired into the bargaining unit on or after January 1, 2010 will be ineligible for any health care insurance benefits at retirement or termination.

- 2) Detectives working in the bargaining unit at the time of retirement who complete at least 15 years of service with the County and have worked at least five (5) years as a full-time Detective in the Criminal Investigation Division bargaining unit will be eligible for 50% percent (premium) paid insurance.
- 3) To be eligible, Detectives and their eligible dependents if applicable must be receiving the County's health insurance benefit(s) at the time of retirement.
- 4) The insurance benefits will continue for ten (10) continuous years from the date of retirement, with the following exceptions:
 - a. The insurance benefits will end when the employee or spouse becomes eligible for Medicare. The coverage continues for the Detective or spouse who is not eligible for Medicare at that time.
 - b. In the case of a Detective or spouse who is paying for any percentage (%) of the premium, the insurance benefit will end if he/she fails to make the required payment. The benefit can be reinstated during the following enrollment period.
 - c. The benefit will end if the Detective or spouse becomes eligible for insurance coverage with another employer, provided that insurance coverage is relatively equal to the County's insurance and further provided that the Detective's (or spouse's) cost for such insurance does not exceed thirty (30) percent of the total premium cost. The benefit can be reinstated if the employment status or insurance eligibility status of the Detective or spouse subsequently changes.

Section 11.3. Full-time employees that are out on family and medical leave (FMLA) shall be eligible for benefits as provided in Dauphin County's Family and Medical Leave Act (FMLA) Policy/Procedure.

ARTICLE XIV.

DIRECT DEPOSIT

Section 14.1

The County may provide for the direct deposit of All Detective paychecks **shall be directly deposited** into the **Detective's bank** accounts. ~~upon receipt of signed Detective authorizations. It is understood that this program will continue only so long as it is available to the County government, it can be administered at no cost to the County and the County determines it to be in the best interest to continue the program.~~ It is understood that the Detective and the Union will hold harmless the County from any loss of damages that may occur as a result of the operation of this article.

Consolidated Collective Bargaining Agreement

The County shall prepare and distribute a consolidated collective bargaining agreement within ninety (90) days of the issuance of this Award.

CONCLUSION

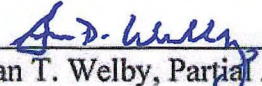
All remaining items and conditions of employment not expressly modified by this Award or previously agreed to by the parties in negotiations shall remain unchanged through December 31, 2025.

It is understood that the signature of the Arbitrators attests to the fact that the contractual changes represent the majority opinion and Award on each issue by the members of the Arbitration Panel.

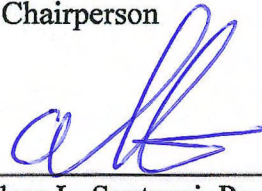
Walt De Treux

8/25/22

Walt De Treux
Impartial Arbitrator and Chairperson



Sean T. Welby, Partial Arbitrator
Appointed by Dauphin County
Detectives Association



Adam L. Santucci, Partial Arbitrator
Appointed by Dauphin County

Appendix A Wage Scale

Effective with the first full pay period in January of 2022, the base wage for all Detectives shall be \$66,250.00.

In addition, Detectives shall be eligible for the following Longevity increases, effective the first full pay period following the applicable anniversary date:

Year 5	4%
Year 6	4.5%
Year 7	5.0%
Year 8	5.5%
Year 9	6.0%
Year 10	6.5%
Year 11	7.0%
Year 12	7.5%
Year 13	8.0%
Year 14	8.5%
Year 15	9.0%
Year 16	9.5%
Year 17+	10%

Effective with the first full pay period in January of 2023, the base wage for all Detectives shall be \$67,906.25. In addition, Detectives shall be eligible for the above Longevity increases, effective the first full pay period following the applicable anniversary date.

Effective with the first full pay period in January of 2024, the base wage for all Detectives shall be \$69,603.91. In addition, Detectives shall be eligible for the above Longevity increases, effective the first full pay period following the applicable anniversary date.

Effective with the first full pay period in January of 2025, the base wage for all Detectives shall be \$71,344.00. In addition, Detectives shall be eligible for the above Longevity increases, effective the first full pay period following the applicable anniversary date.