

AMERICAN ARBITRATION ASSOCIATION

IN RE: : Decision in Act 111 Interest Matters
ARBITRATION BETWEEN :
DAUPHIN COUNTY :
 :
and : Case No. 01-17-0005-5827
 :
THE DAUPHIN COUNTY DETECTIVES :
ASSOCIATION :

BEFORE:

Lynne M. Mountz, Esquire
Impartial Chairman

Sarah C. Yerger, Esquire
Arbitrator for Dauphin County

Sean T. Welby, Esquire
Arbitrator for the Dauphin County Detectives Association

The 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 Regional Office of the American Arbitration Association. This panel was convened pursuant to the terms of the Act. A hearing was held on March 6, 2018, at the Dauphin County administrative offices, Harrisburg, Pennsylvania, where both parties had full opportunity to present evidence and testimony and cross-examine witnesses. The Board acknowledges that the parties agreed to waive the time limits under Act 111. Following executive sessions, the following Award was adopted.

AWARD

1. Term:

The term of the Agreement shall be four (4) years, commencing January 1, 2018 and continuing until December 31, 2021. All benefits set forth herein shall be effective January 1, 2018, unless specifically noted otherwise.

2. Wages:

Effective January 1, 2018, there shall be a 2.95% across the board wage increase to the wage scale for all officers.

Effective January 1, 2019, there shall be a 2.95% across the board wage increase to the wage scale for all officers.

Effective January 1, 2020, there shall be a 2.95% across the board wage increase to the wage scale for all officers.

Effective January 1, 2021, there shall be a 2.95% across the board wage increase to the wage scale for all officers.

3. Health Insurance:

- (a) Effective on the first day of the month after the agreement is signed, the health insurance plan shall be modified to include an in-network deductible of \$300 per individual/\$600 family. Coincident with this change, the out of network deductible shall be increased to \$1000 per individual/\$2000 family. Beginning January 1, 2019, there will begin a calendar year deductible.

- (b) Employee Premium share shall be modified as follows:

<u>Date</u>	<u>Single Coverage</u>	<u>Family Coverage</u>
January 1, 2019	\$25/Month	\$50/Month
January 1, 2020	\$30 Month	\$60/Month

The premium share shall be waived for each month in which the member participates in the County Wellness Program.

- (c) Employees hired after January 1, 2018 shall pay a spousal surcharge of \$80 per month for each month during the life of this Agreement. The spousal surcharge shall be charged if a spouse is eligible for coverage under another employer-offered plan, the spouse declines coverage under the third-party plan and elects coverage under the County's plan. All spouses will be required to sign an eligibility-for-coverage certification during open enrollment. The spousal surcharge is in addition to the applicable premium sharing amounts above.

The wellness program discounts offered by the County shall not apply to the spousal surcharge monthly rates.

4. Heart & Lung Act Matters:

Effective upon the issuance of this Award, Article 21.1 shall be modified as follows to read:

Detectives injured in the performance of their duties and temporarily disabled thereby shall be compensated in accordance with the Pennsylvania Heart & Lung Act. A Detective suffering a work-related injury that is not otherwise covered under the Pennsylvania Heart & Lung Act shall receive benefits in accordance with the Pennsylvania Worker's Compensation Act.

Heart & Lung Act wage loss benefits shall cease (a) upon the Detective's return to their pre-injury job duties at full pay, or (2) a decision is rendered by a worker's compensation judge terminating or suspending worker's compensation benefits, or (3) upon a finding or admission of permanent disability.

Effective upon the issuance of this Award Article 21.4 shall be deleted in its entirety.

5. Life Insurance:

Effective upon the issuance of this award, Article 12.2 shall be modified to reflect an increase from \$5,000 to \$10,000.

6. Uniforms and Equipment:

Effective January 1, 2020, 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, subject to all applicable taxes and deductions no later than April 15 of each year. The choice of approved equipment shall remain that of the District Attorney or his/her designee.

Should the District Attorney direct a substantial change in the approved dress code for Detectives during the term of this contract, the Association may reopen this section to address the impact of that decision. The Panel shall retain jurisdiction to address any matters of impact of such a decision that the parties are unable to agree upon.

7. Sick Leave For New Hires:

10.1 Full-time employees hired on or after January 1, 2018 will accumulate 10 days of sick leave per year at a rate of 3.0770 hours per pay; must be in compensable status for one half of his/her scheduled hours; and must complete 90 days of employment before use of sick leave is permitted.

10.3 Eligible employees hired after January 1, 2018 who retire with two weeks notice or die, shall receive accumulated earned sick leave in a lump sum up to 100 sick days in accordance with the following:

0-3 Years of Service: 0%

3-8 Years of Service: 25%

8-15 Years of Service: 50%

15+ Years of Service: 100%

Employees hired after Jan. 1, 2018 who are terminated for cause are ineligible for payout of sick leave.

10.5 – Employees hired after Jan. 1, 2018 will be eligible for maximum payout of 100 days of sick leave which includes any payout at retirement and the accumulated amount of sick leave sell back.

10.7 – Employees hired after January 1, 2018 may accumulate a maximum of 150 sick leave days

8. Act 180 Recertification

Each detective who meets Act 180 recertification requirements shall be paid an annual lump sum of \$275.

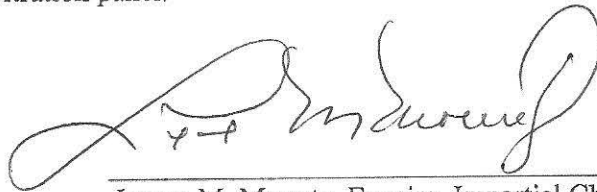
9. Parking -Section 7.4

The following is monthly parking rates during the term of the contract:

2018: \$65.00	2019: \$75.00
2020: \$75.00	2021: \$75.00

All remaining terms and conditions of employment not modified by this Award shall remain "as is". All proposals of the parties not included in this Award shall be deemed denied.

It is understood that the signatures of the arbitrators attest to the fact that the contractual changes represent the majority opinion award on each issue by the members of the arbitration panel.



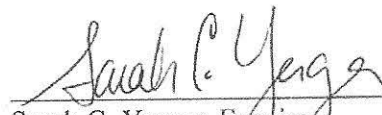
Lynne M. Mountz, Esquire, Impartial Chair

June 14, 2018

Date



Sean T. Welby, Esquire
Arbitrator for the Dauphin
County Detective's Association



Sarah C. Yenger, Esquire
Arbitrator for Dauphin County