

#20221130YY

LM 11/30/2022
RAM

AGREEMENT
BETWEEN
AFSCME COUNCIL 90
ON BEHALF OF LOCAL 2800,
COURT-APPOINTED NON-PROFESSIONAL EMPLOYEES,
AND
THE DAUPHIN COUNTY BOARD OF COMMISSIONERS
FOR CONTRACT YEARS
JANUARY 1, 2023 THROUGH DECEMBER 31, 2026

TABLE OF CONTENTS

| | |
|---|----|
| PREAMBLE AND CONDITIONS TO AGREEMENT | 1 |
| ARTICLE - RECOGNITION..... | 1 |
| ARTICLE 2 - MANAGEMENT RIGHTS | 1 |
| ARTICLE 3 - NO STRIKE/NO LOCKOUT..... | 2 |
| ARTICLE 4 - WAIVERS | 2 |
| ARTICLE 5 - CONSTRUCTION..... | 2 |
| ARTICLE 6 - UNION SECURITY | 2 |
| ARTICLE 7 - DUES DEDUCTIONS | 3 |
| ARTICLE 8 - CHECK-OFF FOR (P.A.L.) | 3 |
| ARTICLE 9 - SEPARABILITY | 3 |
| ARTICLE 10 - HOURS..... | 3 |
| ARTICLE 11 - OVERTIME, STANDBY AND CALL OUT TIME..... | 4 |
| ARTICLE 12 - MEAL PERIODS | 5 |
| ARTICLE 13 - REST PERIODS | 5 |
| ARTICLE 14 - HOLIDAYS..... | 6 |
| ARTICLE 15 - PERSONAL LEAVE..... | 6 |
| ARTICLE 16 - VACATION AND SICK LEAVE..... | 7 |
| ARTICLE 17 - BEREAVEMENT LEAVE..... | 10 |
| ARTICLE 18 - LEAVES OF ABSENCE..... | 11 |
| ARTICLE 19 - WORKERS' COMPENSATION | 13 |
| ARTICLE 20 - SENIORITY AND YEARS OF SERVICE..... | 14 |
| ARTICLE 21- CLASSIFICATIONS..... | 15 |
| ARTICLE 22 - JOB POSTING AND AFFIRMATIVE ACTION..... | 16 |
| ARTICLE 23 - GRIEVANCE PROCEDURE..... | 16 |
| ARTICLE 24 - LABOR-MANAGEMENT COMMITTEE..... | 18 |
| ARTICLE 25 - WAGES | 19 |
| ARTICLE 26 - HEALTH CARE..... | 20 |
| ARTICLE 27 - LIFE INSURANCE | 22 |
| ARTICLE 28 - EDUCATIONAL DEVELOPMENT | 22 |
| ARTICLE 29 Left Blank Intentionally | 23 |
| ARTICLE 30- TEMPORARY PROGRAM EMPLOYEES..... | 23 |
| ARTICLE 31 - PENSIONS-RETIREMENTS-RESIGNATIONS | 24 |
| ARTICLE 32 - MISCELLANEOUS PROVISIONS..... | 24 |
| ARTICLE 33 - NONDISCRIMINATION | 26 |

| | |
|---|----|
| ARTICLE 34 - CLOTHING AND EQUIPMENT ALLOWANCE | 27 |
| ARTICLE 35 - HEALTH AND SAFETY | 27 |
| ARTICLE 36 - RETROACTIVITY | 28 |
| ARTICLE 37 - TERMS OF AGREEMENT | 28 |
| EXHIBIT A..... | 29 |
| EXHIBIT B..... | 30 |
| EXHIBIT C..... | 31 |
| SIDE LETTER | 33 |

PREAMBLE AND CONDITIONS TO AGREEMENT

This Agreement entered into between the Board of Commissioners of Dauphin County ("County") on its own behalf and on behalf of the Court of Common Pleas of Dauphin County ("Court") (hereinafter collectively referred to as "Employer," which term shall mean management from the first level of supervision to the highest local authority, i.e., the Commissioners or the Board of Judges or both depending upon the provision in question and the state of the law defining and apportioning responsibilities among the various branches of local government) on the one part and American Federation of State, County, and Municipal Employees, AFL-CIO, District Council 90 (hereinafter referred to as "Union") on the other part, has as its purpose the promotion of harmonious relations between the County, the Courts, the Union and the employees affected hereby; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE - RECOGNITION

Section 1. The County recognizes District Council 90, AFSCME, hereinafter known as the "Union," as the exclusive representative for collective-bargaining purposes for employees within the classifications included under the certification of the Pennsylvania Labor Relations Board, Case No. PERA-R-97-169-E.

Section 2. The term employee when used in this agreement is defined as those persons in the classifications covered by the certifications referred to in Section 1 of this Article.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Court and/or the County, consistent with sound discretion, possesses the right, in accordance with Pennsylvania law, to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Court and/or the County, except as modified by this contract.

Section 2. Matters of inherent managerial policy are reserved exclusively to the Court and/or the County except as specifically addressed in this collective bargaining agreement. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the Court, standards of service, the overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

Section 3. The County and the Union recognize that no prior history, practice, or past conduct shall constitute any acceptance by the President Judge to limit, restrain, surrender, or voluntarily waive any of the right to hire, fire, or supervise employees as guaranteed by Section 1620 of the County Code and in fact, shall only serve as proof of the President Judge's discretion to exclusively retain such rights.

Section 4. All provisions of this Agreement are subordinate to the Court's rights and powers with respect to hiring, firing, and supervising employees as guaranteed by Section 1620 of the County Code, the Pennsylvania Constitution, and the various Court decisions pertaining thereto concerning court-appointed employees. No provision shall be construed that the Court is waiving, limiting, restraining, or surrendering any such rights.

ARTICLE 3 - NO STRIKE/NO LOCKOUT

Section 1. It is mutually agreed that there shall be no strike, as that term is defined under the Public Employee Relations Act, during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

Section 2. The Employer reserves the right to discipline, suspend, demote or discharge any employee or employees who violate the provisions of Section 1 of this Article.

Section 3. The Employer will not engage in any lockout during the life of this Agreement.

ARTICLE 4 - WAIVERS

The County and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act and constitutes the entire agreement between the parties for the duration of the life of said agreement, each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing, whether specifically covered herein, or wholly omitted here from, and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

ARTICLE 5 - CONSTRUCTION

Section 1. The Union and the County agree that this Agreement shall be interpreted and construed in a manner neither in violation of, nor in conflict with the Pennsylvania Constitution or any provision of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania or any court decision applicable to the employees.

ARTICLE 6 - UNION SECURITY

Section 1. Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date, shall maintain his/her membership in the Union provided that such employee may resign from the Union, in accordance with the procedure outlined in this Article.

Section 2. The Employer agrees to deduct an amount equal to the Union dues and assessments, if any, from the pay of those Employees who individually request in writing that such deductions be made. Such requests shall be made on a Union payroll deduction authorization card, which the Employer will implement in a timely manner upon receipt. The amounts to be deducted shall be certified to the Employer by the Union, and aggregate deductions of Employees shall be remitted together with an itemized statement to the Union within seven days of the Employees' biweekly pay date.

Section 3 The Employee's dues deduction authorization shall remain in effect until expressly revoked in writing by the Employee in alignment with the following procedures: The Employee's authorization is irrevocable for one (1) year following execution of the AFSCME Council 13 Membership Card or until the termination date of the collective bargaining agreement, whichever occurs sooner, and for the years to come, unless Employee gives Employer and the Union written notice of revocation during the fifteen (15) days before

the annual anniversary date of the authorization or during the fifteen (15) days before the date of termination of the appropriate collective bargaining agreement between the Employer and the Union, whichever occurs sooner. An Employee's written notice of withdrawal must be delivered or postmarked to the Union and Dauphin County Human Resources during the fifteen day (15) day period specified herein.

ARTICLE 7 - DUES DEDUCTIONS

The County will timely deduct union dues, fees and assessments from bargaining unit members in conformity with the periodic billing statements provided for this purpose to the County by the Union. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last business day of the month in which deductions are made. This authorization shall be irrevocable during the term of this Agreement. The Union will indemnify and hold harmless the Employer, its elected or appointed officials, its agents and its employees, against any and all claims, losses, costs, suits, damages, orders, judgements or any other forms of liability whatsoever brought or issued against the Employer, including but not limited to attorneys' fees and costs, arising out of, as a result of or related to the deduction and transmittal of Union dues, fees and/or assessments from the wages of any individual for whom the Union is the exclusive collective bargaining representative pursuant to Act 195, when that deduction and/or transmission is performed in accordance with the above referenced periodic billing statement provided to the Employer by the Union.

ARTICLE 8 - CHECK-OFF FOR (P.A.L.)

Section 1. Upon receipt of a written authorization from an employee in the form annexed hereto and marked Exhibit "B" the County agrees, to the extent permitted by law, to check off from each paycheck the sum specified in said authorization and remit the same to the Union within thirty (30) days.

Section 2. The Union shall indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the County for the purpose of complying with any of the provisions of this Article to any requirements of membership in the Union, or obligations of the Union members, or by reason of the County's reliance upon any list, notice, request, or assignment furnished under any such provisions, or by reason of any action taken or not taken by the Union. For good cause shown, an employee may request to withdraw such authorization; permission to withdraw same shall not be unreasonably denied by the County.

ARTICLE 9 - SEPARABILITY

Section 1. In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in force and effect. The parties, however, shall at the request of either, meet and discuss on the subject matter involved in any invalid provision.

ARTICLE 10 - HOURS

Section 1. The regular workweek for full-time employees shall consist of five (5) consecutive days, Monday through Friday, except those engaged in six (6)- or seven (7)- day operations. If a full-time employee is required to work on days not regularly included in their schedule, s/he will be paid one and one-half (1½) times their hourly rate for all hours worked on the non-regular day(s).

Section 2. The regular hours of work for full-time employees shall consist of thirty-seven and one-half (37½) or forty (40) hours a week.

Section 3. The regular hours of work for full-time employees for any shift shall be seven and one-half (7½) or eight (8) hours except that they may be interrupted by a meal period. Thirty (30) minutes of the lunch shall be paid. Any employees who works less than four (4) hours in a day, shall not be credited with the thirty (30)-minute paid lunch period. Lunch periods shall be as scheduled by the Court. Any portion of the lunch period that is not granted shall be eligible to be used as flex time. Flex time may only be used with prior mutual agreement of the employee and the employee's supervisor. Only time missed in increments of six (6) minutes will be considered for flex time. All approved flex time must be used within two (2) pay periods.

Section 4. The parties agree that the issue of alternate or flex schedules will be determined at the departmental level, if the Court wishes to consider the schedules. The Union may submit proposed schedules to the Joint Labor-Management Committee. All discussions conducted pursuant to this section shall be in accordance with the meet and discuss provisions of the Public Employee Relations Act.

Section 5.

- a. Except for MDJ Clerks working night court, all employees who begin a scheduled shift, Monday through Friday, on or after 2:00 PM, in which the majority of said shift's hours occur before 7:00 AM, the day following, will be paid an additional \$.50 per hour as a "shift differential" for all hours worked on such shifts.
- b. For the purposes of computing an employee's overtime rate of pay, said "shift differential" shall not be considered part of the employee's base rate of pay, irrespective of what shift said overtime shall be worked.
- c. Any MDJ Clerk assigned to a Night Court session will be paid at the base hourly rate for the highest MDJ Clerk classification hourly rate pay range during that assignment, but shall otherwise remain at their current pay range for their normal work assignments.

ARTICLE 11 - OVERTIME, STANDBY AND CALL OUT TIME

Section 1. Employees required to perform work in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week from Monday through Sunday shall be compensated at the rate of one and one-half (1½) times their base rate of pay or compensatory time off for hours worked in excess of their normal workday or workweek as described above. Such compensatory time shall be earned at the rate of one and one-half (1½) hours for each hour of overtime performed, and may be given to an employee up to a maximum of fifteen (15) days. Where an employee requests compensatory time in lieu of payment, such requests must be submitted to the department head or Court within twenty-four hours after the overtime is worked or as soon as practical. Compensatory time off may be used only with prior mutual agreement of the employee and the employee's supervisor. When Court operations require seven (7) days or twenty-four (24)-hour staffing, the Court may establish a different calendar week in order to provide for appropriate shift scheduling, upon written notice to the Union.

- a. Compensatory time off may be used only with prior mutual agreement of the employee and the employee's supervisor. When a request for use of compensatory time is denied, the employee shall be paid at one and one-half (1½) times their base rate of pay on the next appropriate pay period following the denial.
- b. Employees whose regular work schedule is Monday through Friday shall be paid at one and one-half (1½) times their regular rate for all required Saturday and Sunday work.

- c. The following will be regarded as hours worked for the purpose of computing overtime pay:
 - 1. Hours worked
 - 2. Rest periods

For purposes of this section, "pre-scheduled" means time approved in the workweek prior to the week in which the personal leave or vacation time occurs.

- d. The following will not be regarded as hours worked for the purpose of computing Overtime
 - 1. Unscheduled personal leave time
 - 2. Unscheduled vacation time
 - 3. Sick time

Section 2. There shall be no duplication or pyramiding of any premium pay provided under this Article or any other Article of this Agreement.

Section 3. A. STANDBY DUTY: Employees on scheduled standby duty shall receive one and one-half (1½) times their hourly rate for time actually worked during standby duty, with a one (1) hour minimum for first call. Employees on standby duty will be provided pagers and/or cell phones, as determined by the Court.

Section 4. B. CALL TIME: Employees who have been called to work outside of their regular shift schedule shall be paid at the appropriate rate for the hours worked or a minimum of four (4) hours' pay at the employee's regular straight time hourly rate, whichever is greater. Call time pay begins when employees report to their assigned work site ready for work. Employees will be permitted to leave the work site when the work assignment that is the reason for the call time is completed, unless the employee's scheduled work shift has commenced. There shall be no duplication of hours or pay.

Section 5. The provisions of this Article shall apply to Court Reporters only when the reporters are working in Court or awaiting a decision of the Court or as otherwise directed to work by the Court.

ARTICLE 12 - MEAL PERIODS

Section 1. All employees shall be granted a one-hour lunch period. Thirty (30) minutes of the lunch period shall be paid at the employee's appropriate hourly rate in accordance with Article 10, Section 3. Lunch periods shall be as scheduled by the Employer. Any portion of the lunch period that is not granted shall be eligible to be used as flex time. Flex time may only be used with prior mutual agreement of the employee and the employee's supervisor. Only time missed in increments of six (6) minutes will be considered for flex time. All approved flex time must be used within two (2) pay periods.

ARTICLE 13 - REST PERIODS

Section 1. All employees shall receive two (2), fifteen- (15)-minute paid rest periods during each shift at a time scheduled by the Employer.

Section 2. If employees continuously perform repetitive keyboard motions at a Visual Display Monitor for a period in excess of two (2) consecutive hours, the Employer will attempt to provide fifteen (15) minutes of alternative work consistent with the employee's job classification.

ARTICLE 14 - HOLIDAYS

Section 1. The following days shall be recognized as holidays:

| | |
|--------------------------------|------------------|
| New Year's Day | Labor Day |
| Dr. Martin Luther King Jr. Day | Veterans Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Black Friday |
| Independence Day | Christmas Day |

Section 2. Generally, if one of the above holidays falls on a Sunday, it is celebrated on the following Monday. If one of the above holidays falls on a Saturday, it is celebrated on the previous Friday. Holidays will be taken in accordance with the annual Court calendar, which is issued no later than December of the preceding year. In no event shall the number of holidays be less than that number agreed to above in this Section. Employees required to work on holidays shall be compensated at the rate of one and one-half (1 1/2) times their base rate of pay or compensatory time-off for hours worked on the holiday in addition to the normal holiday pay. Such compensatory time shall be earned at the rate of one and one-half (1 1/2) hours for each hour worked on the holiday. Such compensatory time may be given to an employee in lieu of any overtime pay for such hours of work at the discretion of the employee. Compensatory time-off may be used only with prior approval of the employee's supervisor.

Section 3. If the holiday occurs during the time that an employee is on vacation, that day will be charged as a holiday and not charged against the vacation leave allowance of the employee.

Section 4.

- a. Employees on scheduled standby duty on a holiday shall be paid for the holiday as well as receive pay for time actually worked during standby duty in accordance with Article 11, Section 3.
- b. Night Court Off-Site Operation. Employees who work the Dauphin County Night Court shift who are required to maintain operation of night court through call forwarding to their private phones or county-issued phones off the work site during a holiday shall receive their appropriate hourly wage for eight (8) hours of any off-site shift, provided the shift does not exceed a maximum of 12 hours.

ARTICLE 15 - PERSONAL LEAVE

Section 1. Personal leave accrues, by hours and fractions thereof, evenly distributed between pay period two (2) and pay period twenty-two (22), inclusive, to equal either six (6) or four (4) personal leave days annually. Full-time employees hired before January 1st 1995 and those employees with ten (10) or more years of full-time service will accrue six (6) personal leave days annually at the rate of 2.2858 hours in each pay period they were in active pay status for at least one-half (1/2) of his/her scheduled hours; full-time employees hired on or after January 1st, 1995 who do not have ten (10) or more years of full-time service will accrue four (4) personal leave days annually at the rate of 1.5239 hours in each pay period they were in active pay status for at least one-half (1/2) of his/her scheduled hours. However, eligible employees shall be permitted to anticipate the first eight (8) hours of personal leave during or after pay period 2 of each year.

Full-time employees hired on or after January 1, 2017 will accrue three (3) personal leave days annually at the rate of 1.1429 hours in each pay period (pay period 2 through pay period 22 of each year) they were in active pay status for at least one-half (1/2) of his/her scheduled hours during their employment with the County.

Section 2. Personal leave is subject to the department head/Court's procedures and discretion. Employees must use all their personal days before the end of pay period one (1) of the following year or it will be forfeited. If a request by an employee is denied to use a personal day after November 15th, the employee will have the opportunity to be paid for the day. The affected employee must so request, in writing, said request to be forwarded to the Deputy Court Administrator for Human Resources at least two (2) weeks prior to the last pay period of that year. The request must include copies of all personal leave denial forms after November 15th. Provided the request is approved, the Deputy Court Administrator for Human Resources will forward the request to the County Human Resources Department who will compute the sum due, and payment thereof will be tendered no later than the second paycheck of the year following.

ARTICLE 16 - VACATION AND SICK LEAVE

A.) VACATION

Section 1. Full-time employees hired prior to January 1, 1995 shall earn vacation time with pay in accordance with the following schedule:

(Tier 1)

| Months of Service | Vacation Days/Year | Hours Accrued/per Pay Period* |
|-------------------|--------------------|-------------------------------|
| 0 to 24 | 12 | 3.6923 |
| 25 to 60 | 16 | 4.9231 |
| 61 to 120 | 21 | 6.4616 |
| 121 to 180 | 24 | 7.3847 |
| 181 to 228 | 27 | 8.3077 |
| 229 to 288 | 30 | 9.2308 |
| Over 288 | 35 | 10.7693 |

Full-time employees hired on or after January 1, 1995 shall earn vacation time with pay in accordance with the following schedule except upon their tenth (10th) anniversary date the employee will earn vacation time according to the schedule above:

(Tier 2)

| <u>Months of Service</u> | <u>Vacation Days/Year</u> | <u>Hours Accrued/per Pay Period*</u> |
|--------------------------|---------------------------|--------------------------------------|
| 0 to 24 | 9 | 2.7693 |
| 25 to 60 | 12 | 3.6923 |
| 61 to 120 | 15 | 4.6154 |

Full-time employees hired on or after January 1, 2017 shall earn vacation time with pay in accordance with the following schedule during his/her employment:

(Tier 3)

| Months of Service | Vacation Days/Year | Hours Accrued/per Pay Period* |
|-------------------|--------------------|-------------------------------|
| 0 to 24 | 9 | 2.7693 |

| | | |
|-----------|----|--------|
| 25 to 60 | 12 | 3.6923 |
| 61 to 144 | 15 | 4.6154 |
| 145+ | 20 | 6.1538 |

- a. After a full-time employee has completed ninety (90) days of employment, the employee may request to anticipate vacation leave, to a maximum not to exceed the amount normally earned in a calendar year, with the approval of the Employer. Such requests will not be unreasonably denied.
- b. If an employee, who has anticipated vacation time terminates employment, for any reason, before earning the amount of vacation time anticipated, the County will deduct the time from his/her final paycheck or their pension contribution.

* Hours earned provided the employee is paid for at least one-half ($\frac{1}{2}$) of their scheduled hours.

Section 2.

- a. Each department, in conjunction with the Union, will be responsible for creating guidelines for vacation requests based on the needs of their department. Response to an employee's vacation request will be in accordance with Article 18, Section 11. Extensions may be granted with the mutual agreement of the Union and the Court.
- b. If an employee is denied their vacation leave after the leave has been approved, the employee will be compensated for any reasonable costs incurred as a result of the denial, as well as being paid for the time worked, unless the denial is due to the employee using/anticipating paid leave time.

Section 3. Upon separation, an employee shall receive payment for all accumulated vacation time that was earned but unused.

Section 4. Employees may accumulate and carry over a maximum of twenty (20) vacation days at the end of the year. At that time all vacation time in excess of the maximum of twenty (20) days will be forfeited, except as provided in Section 5 of this Article.

Employees hired on or after January 1, 2017 may accumulate and carry over a maximum of fifteen (15) vacation days at the end of the year. At the time all vacation time in excess of fifteen (15) days will be forfeited, except as provided for in section 5 of this article.

Section 5. When an employee requests, and is denied, the use of vacation time, and consequently retains at the end of the year more vacation time than may be carried over, the employee will be permitted to "sell" that excess vacation time at a rate equal to one hundred percent (100%) of his/her hourly rate for the year in which the excess accumulates. The affected employee must make a written request to the Deputy Court Administrator for Human Resources at least two (2) weeks prior to the last pay period of that year. The request must include copies of all vacation denial forms throughout the year. Provided the request is approved, the Deputy Court Administrator for Human Resources will forward the request to the County Human Resources Department who will compute the sum due, and payment thereof will be tendered no later than the second paycheck of the year following.

B.) SICK LEAVE

Section 1. A full-time employee contracting or incurring any sickness or injury, which renders them unable to report to work and perform the duties of his/her employment shall be eligible to receive sick leave with pay, provided the employee has sick leave available for use.

Section 2 After a full-time employee has completed ninety (90) days of employment with the County, the employee may request to anticipate the amount of sick leave he/she they would be able to accrue for the balance of the calendar year. If an employee, who has anticipated sick leave terminates employment, for any reason, before earning the amount of sick time anticipated, the County will deduct the time from his/her final paycheck or their pension contribution.

Section 3. Full-time employees hired prior to January 1, 1995 shall earn sick leave at the rate of 4.6154 hours per pay period in all pay periods when the employee is paid for at least one-half (1/2) of their scheduled hours. The accrual rate of 4.6154 hours per pay period is equivalent to fifteen (15) sick days per year.

Full-time employees hired on or after January 1, 1995 shall earn sick leave at the rate of 3.6923 hours per pay period in all pay periods when the employee is paid for at least one-half (1/2) of their scheduled hours. The accrual rate of 3.6923 hours per pay period is equivalent to twelve (12) sick days per year.

Full-time employees hired on or after January 1, 2017 shall earn sick leave at the rate of 3.0770 hours per pay period in all pay periods when the employee is paid for at least one-half (1/2) of his/her scheduled hours during their employment. The accrual rate of 3.0770 hours per pay period is equivalent to ten (10) sick days per year.

Beginning on the employee's tenth (10th) anniversary of employment with the County, the employee shall earn sick leave at the rate of 4.6154 hours per pay period. The accrual rate of 4.6154 hours per pay period is equivalent to fifteen (15) sick days per year.

Section 4. The maximum number of sick days that an employee may accrue is two hundred twenty-five (225) days. Employees hired on or after January 1, 2017 may accrue a maximum of one-hundred fifty (150) sick days.

Section 5. When an employee retires with a minimum of a two (2) week notice, or dies, he/she (or in the event of employee's death, the beneficiary) will receive their accumulated earned sick leave in a lump sum up to a maximum of one hundred fifty (150) sick leave days in accordance with the following schedule:

| Months of Service | % of Payout | Months of Service | % of Payout |
|-------------------|-------------|----------------------------------|-------------|
| 0 to 24 | 0% | 85 to 120 | 75% |
| 25 to 48 | 25% | 121 or more | 100% |
| 49 to 84 | 50% | Death within scope of Employment | 100% |

Full-time employees hired on or after January 1, 2017 who retire with a minimum of two (2) week notice, or dies, he/she (or in the event of an employee's death, the beneficiary) will receive their accumulated earned sick leave in a lump sum up to a maximum of one hundred (100) sick days in accordance with the following schedule:

| Months of Service | % of Payout | Months of Service | % of Payout |
|-------------------|-------------|----------------------------------|-------------|
| 0 to 36 | 0% | 97 to 180 | 50% |
| 37 to 96 | 25% | 181+ | 100% |
| | | Death within scope of employment | 100% |

Employees hired on or after January 1, 2017 who are terminated for cause regardless of his/her months of service will be ineligible for any payout of sick time at the time of termination.

Section 6. Employees in the bargaining unit will be eligible for the same sick leave sell back program as is provided to all County non-bargaining employees. However, employees hired on or after January 1, 2017 will be eligible for a maximum payout of one-hundred (100) days of sick leave which includes any payout at retirement and the accumulated amount of sick leave sell-back.

The amount of sick leave sell back will reduce the maximum sick leave available to the employee at retirement/death as described in Section 5.

Section 7. If a holiday falls during an employee's paid sick leave, such holiday shall not be charged as sick leave.

Section 8. Employees may use up to five (5) sick leave days per calendar year for the illness of a spouse or children) under the age of eighteen (18) or incapable of self-care. However, an employee utilizing this leave may be requested to furnish proof of said illness.

Section 9. Employees in the bargaining unit will be eligible to donate leave or receive donated leave as per County Policy.

ARTICLE 17 - BEREAVEMENT LEAVE

Section 1. Full-time employees are authorized a maximum of four (4) days of bereavement leave with pay for death of members of the immediate family as follows:

- Spouse,
- Child, step-child, or foster child,
- Parent or step-parent,
- Brother or sister,
- Step-brother or step-sister,
- Grandparent,
- Grandchild,
- Member of employee's household for at least six (6) months preceding death.

At the discretion of the Court, an employee may be granted one (1) additional bereavement leave day related to the death of an immediate family member. Upon approval of the department head or the Court, bereavement leave days may be taken non-consecutively.

Section 2. Two (2) days of bereavement leave with pay are authorized for full-time employees upon the death of the following family members:

- Father-in-law or mother-in-law, if employee resides with spouse,
- Brother-in-law or sister-in-law, if employee resides with spouse,
- Uncle or aunt,
- Nephew or niece,
- Cousin,
- Member of employees household for less than six (6) months preceding death.

Section 3. With the permission of the Court, bereavement leave may be extended or granted for other deaths, provided the employee must first use vacation or personal leave if available. If no vacation or personal leave is available, a maximum of one (1) sick leave day may be used prior to beginning unpaid leave.

ARTICLE 18 - LEAVES OF ABSENCE

Section 1. Employees may be granted a general leave of absence without pay for a period up to six (6) months, subject to approval of the Court.

Submission of request shall be made to the Court by the department head. The department head shall act on authority of the Court in entertaining such request and shall make sure that the requesting employee receives notice of disposition of the employee's request.

Section 2. Employees who are elected or appointed as Union officials or representatives may be granted, at the written request of the employee, leaves without pay subject to the discretion of the Court.

Section 3. Union officials or elected delegates may be granted, upon employee's request and approval of the Court, up to six (6) weeks of leave without pay, each year, without loss of seniority credit when such time is necessary to enable them to attend official Union conventions or conferences. Employees may use accrued vacation or personal leave for this purpose in lieu of leave without pay.

The following shall be recognized as official Union conventions or conferences:

1. AFSCME Council 13 Convention
2. District Council 90 Conventions/Conferences
3. AFSCME International Convention
4. Pennsylvania, AFL-CIO Convention
5. AFSCME Women's Conference
6. Coalition of Labor Union Women Conference
7. Leadership Institute (Steward/Officer Training) Conference
8. Black Labor Coalition Conference
9. Contract Interpretation Training Sessions held after the negotiation of a new collective-bargaining agreement for the purpose of disseminating contract interpretation information to delegates. An employee may be granted leave without pay with seniority credit to attend two contract interpretation training sessions during the life of a collective-bargaining agreement
10. Executive Board meetings of Council 13
11. AFSCME Policy Committee except for contract ratification
12. AFSCME Council 13 Leadership Training
13. AFSCME Council 13 Next Wave Conference
14. AFSCME Council 13 Non State Conference

Requests for leave without pay with seniority credit for Union officials or elected delegates will be forwarded to the Court, by AFSCME Council 13, not less than three (3) weeks prior to the date of each convention or conference. Each request will contain the name, classification, department and work location of the Union official or delegate, in addition to the name of the conference or convention.

Other than previously identified covered activities with this agreement and contract negotiation sessions, all time will be without pay or the employee must use accrued vacation/personal leave time in accordance with Article 15, Section 2 pertaining to use of personal time, and Article 16 A, Section 2 pertaining to use of vacation time.

When requesting leave without pay and/or paid time off, all Union Representatives and other bargaining unit employees required or requested to participate in any Union related activity that is scheduled at least three (3) weeks in advance of the scheduled activity, must notify their immediate supervisor at least two (2) weeks prior to the date of the activity. In all other cases, the employee will give reasonable advance notice of the date of the scheduled activity. Approval from the supervisor must be granted before the individual will be granted time off to attend.

Section 4. Health & Safety Leave. When a work area is closed due to facility issues, employees will be paid their regular wages for all regular scheduled work hours. Prescheduled time off will be paid or unpaid as previously arranged. Additionally, employees may be reassigned to another facility to continue their duties. The employees and union will be notified in writing of issues and reassignment as soon as practical.

Section 5. Reasons for a leave of absence include, but are not limited to, personal illness or disability, family illness (with explanation), educational leave (in a job-related field of instruction), or personal reasons. Verification may be required by the department head or Court.

Section 6. An employee who becomes the parent of a newborn child or newly adopted or fostered child shall be permitted up to six (6) months leave of absence without pay immediately following the birth, formal adoption, or placement of a child.

Section 7. The County will continue to comply with the Family and Medical Leave Act ("FMLA"). Eligible employees on approved FMLA leave be eligible for benefits as provided in Dauphin County's Family and Medical Leave Act (FMLA) Policy/Procedure, which is incorporated into the Agreement by reference.

Section 8. Except as pertains to FMLA status per the provision of Section 7 herein, employees requesting leave without pay shall be required to use all accrued leave with the exception of retaining a total of fifteen (15) days accrued vacation and/or sick leave.

Section 9. Civil Leave. Employees who are subpoenaed or called for jury duty will be excused from their work duties. Evidence of the subpoena or other written notification must be submitted to the employee's department head or elected official in advance. Employees will have the choice of receiving their regular County pay OR the court fee, but may not receive both. Employees subpoenaed for Federal or State court or jury duty are entitled to Court payment AND their County earnings. Employees who are subpoenaed by Commonwealth Court or U.S. Magistrate will be excused and compensated only for the time required by the court.

Section 10. Liberal Leave will be provided to all employees covered by this Agreement under the same terms and conditions as provided to all non-bargaining County employees. Any changes from the current Liberal Leave program will be the subject of meet and discuss meetings.

Section 11. All requests for leave, including vacation, sick and/or personal, must be submitted in writing to the employee's immediate supervisor and shall be answered in writing. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made. Except for such emergency type leaves, the time when the leave is taken is within the discretion of the Court. Requests for any type of leave to which an employee is entitled to under this Agreement and which are not to exceed one month shall be answered by the Court within six (6) working days. If the requested leave is in excess of one month, the request shall be answered within ten (10) days.

ARTICLE 19 - WORKERS' COMPENSATION

Section 1. An employee who, during the period of this Agreement, sustains a work-related injury as the result of which the employee is disabled (as determined by a decision issued under the operation of the Workers' Compensation Insurance program), shall be entitled to receive Loss Time Wages. Loss Time Wages are calculated pursuant to Section 309 of the PA Department of Labor and Industry Workers' Compensation Act by using the employee's previous twelve (12) months gross wages, taking the sum of the three (3) highest quarterly gross wages and dividing by the three (3) to determine the average weekly wage or AWW, (which is stated in the Workers' Compensation Act.) The Loss Time payable wage to the employee is determined by multiplying the AWW by two-thirds (2/3) or 66.66%. The law governing the determination of the AWW is found in the PA Department of Labor and Industry Workers Compensation Act.

Section 2. There shall be no reduction in credited service under the Retirement Code during the period of time that the employee is on work-related disability leave, provided that the employee makes retirement contributions.

Section 3. An employee is required to refund to the Employer the amount of overpayment of pay if an overpayment results because a claim denial is issued under the operation of the Workers' Compensation Insurance program.

Section 4. Employees who receive Workers' Compensation benefits shall have those insurance options and coverage that are in effect at the time of the injury/illness continued for a period of four (4) months from the month in which the employee last worked. Health benefits shall be extended by paid leave days utilized by the employee during the period of disability. Sick leave, personal days and vacation do not accrue while an employee is receiving Workers' Compensation Loss Time Wages.

Section 5. If the designated physician places the employee on Modified Duty, it is up to the discretion of the Department Head/Supervisor and the Risk Manager to find placement for that employee. During the entire process of the injury the AWW is always used to determine the employee's wages while on modified duty. In the event the modified duty position wages are less than the calculated Loss Time wages, the employer is required by law to compensate the employee for the difference. Any approval for the employee to work in the modified duty position will be at the discretion of the Department Head/Supervisor and the Risk Manager. The employee's work history as well as the legitimate work needs of the County will be considered. An employee will not be allowed to work overtime while on modified duty. In the event modified duty is not available, the employee will be placed on Loss Time wages (in accordance with the Workers' Compensation Act) until such time a modified duty position becomes available or the employee gets a full release from the physician to

return to their pre-injury job without restrictions. The employee must attend all follow-up physician appointments.

The County agrees to the use of modified duty where the employee, as certified by his/her physician, is able to work in a modified capacity and the prognosis for the injury indicates that the employee will be able to resume all of the duties of his/her classification in a reasonable period of time.

The County agrees to the use of modified-duty assignments only for employees who have a valid Workers' Compensation claim and are not able to perform the full duties of their regular position. Modified duty assignments will be made to an employee only under the following conditions:

1. A determination by the Department Head or the Court that there is a bona-fide job or task to be performed for the County;
2. A determination that the employee is able to perform the essential functions of the modified duty position; and
3. The review and authorization by the attending physician that this modified duty can be performed by the employee.

This modified duty will be provided to the employee only for a reasonable amount of time.

The employee must produce a doctor's certificate stating that the employee's condition is temporary and that the employee will be able to resume full-time duty by a specified date. The County does not hereby incur an obligation to provide for modified-duty work if such work is not necessary and available.

It is the employee's responsibility to attain and provide the employer with physicians' documentation of each office visit, any dates for follow-up visits, orders for continued or changed care, and/or releases to return to work.

ARTICLE 20 - SENIORITY AND YEARS OF SERVICE

Section 1. For the purpose of this Agreement, the term seniority means a preferred position for specific purposes which one employee in each respective seniority group may have over another employee within the same seniority group because of a greater length of continuous service within County government.

- a. Seniority for employees in the bargaining unit at the execution of this agreement, and for new hires, shall be recognized as the combined length of employment with Dauphin County as a full-time or part-time employee with the County. Full-time employees shall be credited with one (1) year's seniority for each year of service from their full-time anniversary date. Part-time employees shall be credited with one (1) year's seniority for each one thousand seven hundred (1,700) straight-time hours worked. Seniority shall be lost only by retirement, resignation or discharge.
- b. For purposes of pay, the County and the Union shall mutually agree on the seniority an employee will retain when transferring from County employment that is outside the bargaining unit. It is understood that the parties' failure to agree on the seniority date of the transferring employee shall not be a grievable matter for the Union or the employee requesting the transfer.
- c. For purposes of pay, an employee retains his/her seniority if s/he is transferred to another position within the bargaining unit.

ARTICLE 21- CLASSIFICATIONS

Section 1. The position classification plan, as established and maintained by the County, and approved by the Courts, consists of a schedule of classification titles with classification specifications for each classification, which define and describe representative duties and responsibilities and set forth the minimum requirement and qualifications essential to the work of the classification. Only in those instances where there is a substantial change in permanent job duties or job content during the term of the Agreement, which justifies a change in job classifications may the employee process a grievance seeking reclassification of his/her position through the economic grievance procedure set forth in Article 23 of this Agreement.

If a determination is made in the course of an employee reclassification grievance that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing.

If a final determination is made by the County in the course of the grievance procedure or a County-initiated classification review that a position should be downgraded, the employee shall be demoted to the proper classification and pay group at the nearest level (step) no greater than the employee's current salary. If the employee's salary is greater than the maximum level (step) of the lower pay group, there shall be no reduction in salary. The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

If a final determination is made by the County in the course of the grievance procedure or a County-initiated classification review that a position should be reclassified to another class in the same pay range, the effective date of the classification change shall be the first day of the first pay period subsequent to the response.

Section 2. The Union recognizes the right of the Court: to direct its work force, which includes the assignment of work to individual employees; and it further recognizes that such assignments may include work outside an employee's classification on a temporary basis. However, it is understood that assignments outside of classification shall be made in a manner consistent with operations and organizational requirements.

The Deputy Court Administrator for Magisterial District Judges, or designee, must approve Magisterial District Judges' employees temporarily assigned by the Office Manager to duties outside of their normal classification that qualifies for "out-of-class pay."

Whenever an employee is assigned more than one (1) consecutive day to perform, in general, the duties and responsibilities of a position in a higher-rated classification that are separate and distinct from those of the employee's own position, the employee shall be entitled to out-of-class pay retroactive to the day the assignment was made. The employee shall be compensated in an amount equal to two (2) steps above the employee's current rate of pay or at the starting rate of the pay range for the higher classification, whichever is greater. This out-of-class pay will continue as long as this temporary assignment continues. However, it is understood that regardless of the length of this specific assignment it remains temporary. The Court will not rotate the higher-level assignment of employees for purposes of circumventing the one (1) day rule.

Section 3. The chief steward or Union's designee shall be present at all desk audits requested by the Union.

Section 4. Upon mutual agreement and/or grievance indicating that a desk audit shall occur, the desk audit shall be completed within ninety (90) days.

Section 5. Where the President Judge and/or his designee determines that an employee in the MDJ Clerk classification for four (4) consecutive years is not qualified to perform the duties of a Senior MDJ Clerk, they shall state with specificity why the MDJ Clerk is not qualified and propose a training program to enable the MDJ Clerk to become qualified. Where the MDJ Clerk avails him or herself of the training, the MDJ Clerk's qualifications will be reconsidered after six (6) months have elapsed.

ARTICLE 22 - JOB POSTING AND AFFIRMATIVE ACTION

Section 1. Following approval of the President Judge and the Board of Commissioners, job openings in the departments under the jurisdiction of the Court will be posted first in such departments before posting countywide and/or externally. Employees' actively working in such departments as of the time of the posting will have the first opportunity to apply for the vacancy. If the vacancy is not filled by an active intra-department employee the posting will be sent to the County's Department of Human Resources for posting countywide and externally.

Section 2. During this period of posting, employees who meet the minimum requirements listed and wish to apply for the open position may do so. Said employee shall submit the proper official application form to the Human Resources.

Section 3. In the event a County employee transfers into this bargaining unit from another position within the County, starting wages will be mutually agreed upon in accordance with Article 20, Section 1(b).

Section 4. For purposes of posting promotions, there shall be County-wide eligibility.

ARTICLE 23 - GRIEVANCE PROCEDURE

Definitions and General Procedures:

Section 1. A grievance or dispute, which may arise between the parties involving the application, meaning or interpretation of this Agreement regarding economic matters, shall be settled in the manner provided in Section 6 of this Article.

Section 2. The term "days" when used in this Article shall mean working days (Monday through Friday).

Section 3. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum. By mutual agreement, extensions to the time limits prescribed herein may be made at the various steps of the procedure.

Section 4. All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than twenty (20) days. The failure to submit a grievance within such period shall constitute a bar to further action thereon.

Section 5. Binding arbitration will be available to resolve disputes involving economic terms including, but not limited to, the following:

- a. Overtime premium pay

- b. Longevity pay
- c. Regular pay
- d. Mileage reimbursement
- e. Meal allowance
- f. Damage to personal property and/or clothing in the line of duty
- g. Compensatory time and including flex time
- h. Reimbursement of expenses incurred
- i. Medical benefits
- j. Life insurance
- k. Sick leave pay
- l. Vacation pay
- m. Personal leave pay
- n. Bereavement leave pay
- o. Reclassifications
- p. Out-of-class pay
- q. Health & Safety Leave Pay
- r. Liberal Leave Pay
- s. Civil Leave Pay
- t. Clothing Allowance
- u. Transcript Pay
- v. Bilingual Pay(s)
- w. Educational Development & Certifications

Section 6. Step One: The grievance shall be submitted to the Deputy Court Administrator for Human Resources or his/her designee. In the case of Magisterial District Judges' employees, the term "department head" shall mean the Deputy Court Administrator for Magisterial District Judges supervising the aggrieved employee.

The Deputy Court Administrator for Human Resources or his/her designee shall render a decision in writing within ten (10) days after receipt of the written grievance.

Step Two: If the grievance is not resolved at Step One, it may be appealed to the Director of Human Resources or his/her designee within ten (10) days after receipt of a written decision. The Human Resources Director or his/her designee shall attempt to resolve the grievance within ten (10) days after submission to Step Two. If the grievance is not resolved by the written decision rendered at Step Two, it may be appealed within ten (10) days to Step Three.

Step Three: If agreed to by both the County and the Union, grievances may be submitted for Mediation using services of an agreed upon mediator or one appointed by the Pennsylvania Bureau of Mediation prior to Step Four (Arbitration). If no agreement for Mediation is reached within ten (10) days, the Union may proceed to Step Four. If agreement for Mediation is reached within the ten (10) days, the Union and County will agree upon the mediator within ten (10) days of said agreement to mediate. The Union shall notify the Pennsylvania Bureau of Mediation to appoint a mediator if one is not agreed upon within the (10-day) ten-day time limit. The time limits set forth herein are understood to be calculated as business days.

Step Four: An appeal from an unfavorable decision at Step Three may be initiated by the Union serving upon the County a notice in writing of the intent to proceed to arbitration within fifteen (15) days after the response from Step Three is due. Said notice shall identify the provisions of the

Agreement, the department and the employee involved, and shall include a copy of the grievance. It is understood the intent of this Section does not limit or bar either party from proceeding to arbitration.

The arbitrator is to be selected by the parties jointly within seven (7) days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven (7) possible arbitrators.

The parties shall select the arbitrator consistent with Bureau of Mediation procedures, process of selection not to exceed forty-five (45) days.

Each case shall be considered on its merits and the collective-bargaining agreement shall constitute the basis upon which the decision shall be rendered. The decision at Steps 1, 2, and 3 shall not be used as a precedent for any subsequent case.

The arbitrator shall not add to, subtract from, nor modify the provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties, except where (1) the decision would require an enactment of legislation, in which case it shall be binding only if such legislation is enacted, (2) or the decision does not comport with the language of section 1620 of the County Code. It is understood the intent of this section does not limit or bar either party from proceeding to arbitration.

The arbitrator shall be requested to issue the decision within thirty (30) days after the hearing or receipt of the transcript of the hearing.

All of the time limits contained in this Section may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

All fees and expenses of the arbitrator shall be divided equally between the parties except where one (1) of the parties of this Agreement requests a postponement of a previously-scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance, in which event, the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

ARTICLE 24 - LABOR-MANAGEMENT COMMITTEE

Section 1. The Employer and the Union shall each designate four (4) representatives to a Joint Labor-Management Committee which shall meet at the request of the Union, quarterly, or at other reasonable intervals, at the request of either party, by mutual agreement.

Section 2. Meeting of the Joint Committee shall be conducted in accordance with the meet-and-discuss provisions of the Public Employee Relations Act.

Section 3. The Labor-Management Committee shall also meet as a safety committee, provided that the Union and the Employer may select different representatives for the purpose of discussing safety.

Section 4. Each appropriate department will provide the Union steward/representative in that department and the Human Resources Department with a copy of all revised and new department policy/procedures as

changed or developed within five (5) business days of its effective date. Both the Union steward/representative and Human Resources will be responsible for providing the Union leadership a copy of the revised or new policy/procedure. ("Department", when referring to an MDJ system, shall mean the Deputy District Court Administrator's Office for MDJs.)

Section 5. The Employer shall provide to the Union a copy of all current bargaining unit job descriptions, upon request of the Union.

Section 6. Whenever a job description is revised or a new one created, a copy shall be provided to the Union one week prior to its effective date.

Section 7. The term "the Union," when referring to all official correspondence and documents, shall include AFSCME District Council 90 and the President of Local 2800.

Section 8. The County shall provide copies of all Court-Appointed Non-Professional Bargaining Unit Personnel Action Forms to the designated Union Representative. Failure to provide the form shall not be subject to grievance.

Section 9. The County will provide regular counseling, seminars, and/or training to employees in the bargaining unit. The costs of such counseling, seminars, and/or training will be borne solely by the County and employees will be paid to attend these sessions, except where otherwise directed as the result of discipline against an employee with a founded report issued against him/her. In no event will the County be required to provide counseling, seminars, and/or training more than one time per year, although the County in its sole discretion may elect to do so.

ARTICLE 25 - WAGES

Section 1. As reflected on the attached Classification and Starting Wages Tables (Exhibit A), employees shall be entitled to the wages set forth below and ultimately to the wages set forth below beginning on the first full pay period of January of each year affected by this Agreement.

Effective with the first full pay period in January of **2023**, starting wage rates will be those reflected on Exhibit A. These starting rates shall increase .95% effective January 1, each year of the Agreement.

Effective with the first full pay period following ratification, all bargaining unit employees shall receive a \$2.70 per hour wage increase. The wage increases for all bargaining unit employees in **2024, 2025 and 2026** are as follows:

2024: 2.95%

2025: 2.95%

2026: 2.95%

Within 30 days of the date of the ratification of this Agreement, all bargaining unit employees shall receive a lump sum ratification bonus in the gross amount of \$2000.00. This ratification bonus will be subject to applicable taxes and withholdings.

Section 2. Bilingual Employees: Any employee who is required to communicate directly (i.e., speak) a language other than English as part of the regular duties of his/her job shall be paid an additional hourly rate of

pay of \$1.00 per hour during the life of the contract. Before a bilingual employee can communicate directly, they must have their language proficiency assessed pursuant to the Unified Judicial System's Bilingual Employee Policy. The additional hourly rate will be paid to all employees required to use these skills as part of their regular duties.

Section 3. Court Reporters will continue to be compensated for transcripts at rates in the attached side letter provided for in Rules of Judicial Administration 4000 et seq. "Exhibit C".

Section 4. Longevity and Interrupted Service.
Subject to Section 1620 of the County Code, the following terms shall apply to full-time employees who terminate and subsequently resume full-time employment within the bargaining unit in a classification performing work substantially similar to the work they performed prior to termination:

- a. Persons who cease, then resume, full-time County employment that ended no more than three (3) years prior to resumption, shall receive 100% longevity for up to eight (8) years of said interrupted full-time service.
- b. Persons who cease, then resume, full-time County employment that ended from three (3) calendar years and one (1) calendar day to six (6) calendar years prior to resumption shall receive 50% longevity for up to eight (8) years of said interrupted full-time service.
- c. Persons who cease, then resume, full-time employment that ended more than six (6) calendar years prior to resumption shall receive no longevity for said interrupted full-time service.
- d. In order for the foregoing to apply, affected bargaining unit members need not purchase prior County service. This provision shall not, however, modify those requirements of the County Retirement Act which require purchase of time in order that interrupted service be credited for retirement purposes. Further credit shall be afforded only for the purpose of establishing a pay-step on the contractually prescribed pay range. There shall be no effect on years of service for the purpose of vacation leave accrual.

Section 5. Prior to any deductions/recoupments/reimbursements of monies from employees, the employer shall notify the Union regarding the (a) reason, and (b) total amount, and (c) proposal repayment plan of the deduction/recoupment/payment.

If a grievance is filed regarding the proposed deduction/recoupment/payment no monies will be exchanged until completion of the grievance/arbitration procedure.

ARTICLE 26 - HEALTH CARE

Section 1. The County shall provide all full-time employees who are employed at least sixty (60) calendar days (effective the first day of the month after the completion of sixty (60) calendar days), their spouse and eligible dependents healthcare insurance as described below.

The County will continue to offer eligible employees covered by this Agreement medical and hospitalization, prescription, dental, and vision insurance coverage as provided to all Dauphin County non-union employees with the same cost-sharing requirements as provided in the Dauphin County Open Enrollment Benefit Guide. Effective January 1, 2023, the employee cost sharing requirements shall be:

| 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 \$1500/\$3000 (\$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 \$815.00/\$1630.00 County Contribution to HSA | | |

During the term of this Agreement, the County will offer the plan options with the same cost sharing requirements as detailed in the annual Dauphin County Open Enrollment Benefit Guide, but in no event will any increase for copays, deductible or premium shares increase by more than 6 percent of the prior year amount for bargaining unit employees. The County contribution to the Health Savings Account shall be in an amount set by the County Commissioners in 2024, 2025 and 2026 for all County employees.

During the term of this agreement, in the event that the County offers employee wellness discounts to non-union County employees, the discounts will be available to bargaining unit employees on equal terms.

During the term of this Agreement, employee premiums for dental and vision coverage shall be the same amount as offered to non-union employees, but in no event will any increase for premium shares increase by more than 6 percent of the prior year amount for bargaining unit employees.

Effective January 1, 2023 and thereafter, the spousal surcharge shall be as set forth in the County Open Enrollment Guide. 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 2. Employees will be eligible for the same opt-out program offered to all County employees.

Section 3. The County shall have the right to change hospital, medical, and prescription benefits as well as Dental and Vision Plans if the cost to the County for any such benefit is the same or less than that currently in-force, and overall benefits are enhanced or remain comparable to those currently in-force for the bargaining unit.

ARTICLE 27 - LIFE INSURANCE

Section 1. The County will provide, at no cost to the individual employee, life insurance benefits at a level equal to one and one-half (1 1/2) times the employee's annual salary, with a sixty-five thousand dollar (\$65,000) maximum provided the employee is responsible for taxes on the premium above fifty thousand dollars (\$50,000), per tax laws.

Section 2. The County shall provide a certificate of life insurance in the amount of ten-thousand dollars (\$10,000.00) for retired employees who are fifty-five (55) years of age and have completed twenty (20) years of service.

ARTICLE 28 - EDUCATIONAL DEVELOPMENT

Section 1. (a) Educational Development

Employees who plan to attend advanced educational programs, who wish to receive an increase upon completion of their degree or certification, must have written approval by their department head and the Court, prior to undertaking the program whose satisfactory completion will result in said degree or certification.

Full-time employees may elect to enhance their competence by resuming or continuing their education. A full-time employee who, while employed under this Agreement, attains a previously approved certification or degree, in an employment-related field, senior to that minimally-required for appointment to his/her position, may be eligible to receive an increase to their base hourly wage as follows;

| | |
|---------------------------|--------|
| Specialized Certification | \$0.30 |
| Associate Degree | \$0.30 |
| Bachelor's Degree | \$0.40 |

The increase will be effective at the beginning of the next full pay period after the Court's receipt of proof that the pending certification or degree has been conferred. Henceforth, so long as one remains eligible, the increase will be part of the individual's hourly rate through the life of the contract.

Only one hourly rate reflecting one's highest level of educational attainment will be paid as part of the hourly rate. As example: An employee who is receiving an additional \$0.30 per hour for an Associate degree and earns a previously approved Bachelor's degree would receive an additional \$0.10 per hour.

(b) Full-time employees in DRO who wish to enhance their competence by participating in available training opportunities through the PACSES network may make a request in writing to management to participate in such training. Requests for such training shall not be unreasonably denied and shall be permitted during County work hours, at a time agreed to by the supervisor, without use of leave time.

Section 2. Court Reporter Certification

Court Reporters who hold a professional credential as listed below shall receive a one-time yearly payment reflective of the reporter's highest level of certification attained (one rate only - no duplicating or pyramiding) as outlined below:

| | |
|-----|-----------|
| RPR | \$700.00 |
| RMR | \$1200.00 |
| RDR | \$1200.00 |
| CRR | \$1500.00 |

The payment will be made the next full pay period after the Court's receipt of proof that the pending certification or degree has been conferred. Thereafter, the payment will be made on the first full pay period of the year.

The Employer shall continue to budget funds to allow the Court Reporters to attend seminars, earn required CEUs, and pay dues required to maintain professional status of the individual Court Reporter.

ARTICLE 29 Left Blank Intentionally

Left Blank Intentionally

ARTICLE 30- TEMPORARY PROGRAM EMPLOYEES

Section 1. It is understood and agreed between the Employer and the Union that employees hired by the County into special temporary programs or under special temporary funding, whether Federal, State or local, shall not be entitled to continue employment in the event the program is curtailed or the funding discontinued. The Employer shall have the right to permanently furlough such employees upon the discontinuance of such program or funding.

Section 2. This Article shall not be construed so as to require the County to act in a manner contrary to or inconsistent with the provisions of any law or regulation, or the conditions of any grant.

ARTICLE 31 - PENSIONS-RETIREMENTS-RESIGNATIONS

Section 1. The Employer shall provide each employee with pension and retirement benefits consistent with the provisions of the most recently enacted County Pension legislation by the Commonwealth of Pennsylvania. A copy of the Dauphin County Employees' Retirement System Summary Plan Description is available to all employees as part of the County's Intranet. Revisions to the Plan will be maintained and published by the County.

Section 2. Upon retirement, employees who have completed ten (10) years of service with the County and are employed with the County at the time of retirement will have the option to purchase health insurance benefits through the County for themselves and "qualified" dependents (as determined by the Plan) for a period of five (5) years following the date of retirement. Such insurance options will mirror the benefits provided by the County for full-time employees. Employees will be responsible to pay the County for the actual costs of the insurance benefit(s).

Section 3. Upon retirement, employees who

- (a) Are at least fifty-five (55) years old;
- (b) Have completed at least twenty (20) years of service with the County;
- (c) Have completed at least 5 years of service in the instant bargaining unit;
- (d) Are receiving benefits under County's program at the time of retirement; and
- (e) Are employed by the County at the time of retirement,

will receive the health insurance benefit (i.e., the medical/major medical, or managed-care program, including vision, dental and prescription (the same plans/programs in effect for active employees) consistent with the terms set forth below. These benefits shall be paid for a period of ten (10) years following one's date of retirement, but shall not apply if one is or becomes eligible for Medicare, or if oneself or one's spouse is eligible for coverage under the spouse's plan. Coverage will be limited to employee or employee and spouse only; it will not be multi-party or family coverage. Further, the County's contribution will be limited to 70% of the premium cost, with the retiree to pay the remaining 30%. The County will provide to qualifying retirees notification in writing of any and all changes to retiree benefits within fifteen (15) days of the effective date.

Section 4. Employees hired into the bargaining unit positions on or after January 1, 2013 will be ineligible for any health care insurance benefits as detailed in the current Section 3 of this Article.

Section 5. Employees hired on or after January 1, 2023 shall be placed in the 1/80 pension class. Current employees prior to the date of the Award shall remain in their current pension class of 1/60.

ARTICLE 32 - MISCELLANEOUS PROVISIONS

Section 1. Bulletin Boards

The Employer agrees to provide and install bulletin boards, or provide space on current bulletin boards, measuring a minimum of 24" by 36" at each work location in the bargaining unit for the posting of material related solely to Union business. In offices where there is not a current designated office steward on site, access to the bulletin board for posting of union-related material will be permitted with prior notice and a time mutually arranged between the Union representative and work location supervisor.

Section 2. Shop Stewards

- (a) The Union shall be represented by a reasonable number of stewards and shall furnish their names to the Human Resources and to the Court Administrator and department heads; and shall promptly notify the County, in writing, of any changes.
- (b) When it is necessary to process a grievance, the grievant and the involved Union stewards, along with any potential witnesses, at the discretion of the Court, shall be allowed a reasonable amount of working time to investigate the grievance to obtain information not reasonably available outside of working hours.
- (c) A Union representative/steward will be given the opportunity to meet and consult with all new hired bargaining unit employees during working hours. The meeting typically will occur at the conclusion of the new employee orientation; however, an alternate date and time may be arranged by mutual agreement between the Union and the new employee's department head.

Section 3. Steward Meetings

AFSCME stewards shall be permitted to attend two (2) Stewards Meetings per year, semiannually, at a central location beginning 2:30 p.m. and ending 4:30 p.m. Stewards will also be granted appropriate reasonable travel time, not to exceed 30 minutes unless mutually agreed otherwise, from their work location prior to the meeting so as to assure timely attendance. Employees will be granted appropriate reasonable travel time, not to exceed 30 minutes unless mutually agreed otherwise, after adjournment of the meeting at 4:30 p.m. if the employee's normal work hours require them to return to work. Advance notice of the meeting of no less than two (2) weeks will be given to the stewards' immediate supervisors as well as a reminder near the actual meeting date. Stewards shall not be paid premium rates for time spent at these meetings.

Section 4. Direct Deposit

All payments made to employees through payroll will be completed electronically through direct deposit..

Section 5. Parking & Transportation

Bargaining unit employees who desire to take advantage of County subsidized parking have several options. Employees may park in the Human Services Building (HSB) parking garage or the 17 N. Second Street parking garage, if space is available, or they can park on City Island. Bargaining unit employees who desire to park in the HSB parking garage or the 17th North Second Street parking garage should notify the Chief County Clerk in writing. If a parking space is not immediately available, the employee will be placed on a waiting list may elect to park at City Island at their cost, until a space becomes available. Should the cost of parking at City Island exceed the amounts set forth below, the County will reimburse the employee for the excess amount only, upon the presentation of a receipt to the Controller's Office. The County will not subsidize parking at any other location; however, bargaining unit employees may obtain a bus pass at no cost by filling out the appropriate form and submitting it to Human Resources.

Monthly parking fees for employees who currently have a parking space in the HSB or 17 North Second Street parking garage or who maintain a parking space in either of these facilities during the life of this Agreement as follows:

- 2023: \$80.00
- 2024: Rate established for non-union County employees
- 2025: Rate established for non-union County employees
- 2026: Rate established for non-union County employees

Employees who have parking in the HSB garage will have their parking amounts automatically deducted monthly from their paychecks.

Section 6. Legal Proceedings

At its option, the County shall (a) provide legal representation or (b) reimburse employees for reasonable legal fees incurred in the defense of civil and criminal litigation which arises out of action taken within the scope of employment. Whether or not the actions in question are deemed to be within the scope of employment shall be determined by and at the sole discretion of the County Solicitor. An employee seeking legal representation under this Article must make the request, in writing, no more than five (5) calendar days after the service of process to the Office of County Solicitor. Should the Solicitor decline to represent the employee because of an actual or potential conflict of interest, the County Solicitor will select an attorney to assume the representation. The County will reimburse reasonable attorney's fees (as determined by the Court) at the conclusion of the action, upon proof of payment by the employee, except where the employee (a) proceeds with an attorney who has not been approved by the County Solicitor; (b) pleads guilty to, or is convicted of, a crime; (c) elects Accelerated Rehabilitative Disposition (MID); or (d) is judged to have engaged in actual fraud, actual malice or willful misconduct.

Section 7.

- (a) Employee working conditions and benefits now in existence and not in conflict with this agreement and Court Policies and Procedures shall remain in effect.
- (b) All employees covered hereunder shall also have those benefits and personnel practices included within the Personnel Policy of the County not in conflict herewith.

Section 8. Employees required by the Employer to use their own vehicles in the performance of assigned duties will be reimbursed for the use of their vehicle at the mileage rate approved by the IRS for business expense deduction. Any change in the mileage rate will be effective retroactive to the date of change by IRS.

Section 9. If the County decides to terminate or subcontract some or all of the operations affected by this Agreement, the County and the Union will negotiate over the effects of any such decision.

ARTICLE 33 - NONDISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color, sex, sexual orientation, genetic information, marital status, age, national origin, disability or handicap, Union membership, political affiliation, ethnicity, veteran status, or other classification protected by law.

Section 2. Employees shall be treated in a respectful manner, which does not embarrass them or demean their dignity.

ARTICLE 34 - CLOTHING AND EQUIPMENT ALLOWANCE

Section 1. All PO Aides will be provided with a hand-held radio and pepper spray if their job assignment warrants. Radios will be capable of transmitting to County Control and the Harrisburg Police Department.

Section 2. The County shall pay the cost to repair or replace a County-issued item, which is stolen, or damaged due to no negligence on the part of the employee. Lost, County-issued items may be replaced at no cost to the employee dependent upon the circumstances as determined at the sole discretion of management. Otherwise the employee will be responsible for the cost of the replacement. If a grievance is filed regarding the cost or replacement, the employee will not be responsible for the cost or replacement until completion of the grievance/arbitration procedure.

Section 3. The County shall pay the cost, up to \$250.00 of an employee's personal item which is stolen or damaged due to no negligence on the part of the employee, while the employee is engaged in duties in the course of their employment. Employees will be ineligible for any reimbursement for stolen or damaged personal items when those items are supplied by the County but the employee elects to use their own personal item. Jewelry items, excluding watches, will not be replaced or reimbursed.

Section 4. If an employee is required to use a personal vehicle in the line of duty and the vehicle is damaged due to no negligence on the part of the employee, the County will pay the employee's deductible up to a maximum of one thousand dollars (\$1,000.00). Proof of deductible must be provided to the County for payment. Damage occurring while the employee is commuting to and from home or damage occurring at another time, not included in the line of duty will not be included in this Section.

- a. In accordance with the County's Vehicle Policy/Procedure, employees involved in an at-fault accident while driving a County vehicle shall be responsible for the first one-hundred (\$100.00) dollars of resulting cost.

Section 5. The County will provide a clothing allowance payable on pay period seven (7) at the rates listed below per year to the members of the bargaining unit employed as an Enforcement Officer;

| | |
|------|----------|
| 2020 | \$525.00 |
| 2021 | \$525.00 |
| 2022 | \$525.00 |
| 2023 | \$525.00 |

Members of the bargaining unit employed as a Maintenance Engineer will receive a clothing allowance of \$300.00 in each contract year on pay period seven (7). Maintenance Engineers shall only be eligible for reimbursements under Section 3 of this Article for an aggregate yearly total of \$250.00 for non-clothing and non-boot items.

Section 6. Members of the bargaining unit employed as Laboratory Technicians will be permitted to wear scrubs to work.

ARTICLE 35 - HEALTH AND SAFETY

Section 1. a.) Time spent receiving emergency medical attention during work hours, which was necessary as a result of a work-related injury, will be considered as paid time.

b.) Time spent by employees at medical or mental health services when required or directed by the employer to receive said services for evaluation purposes will be considered paid time during working hours.

ARTICLE 36 - RETROACTIVITY

Unless otherwise specified in this Agreement, all provisions that bear directly on the payment or reimbursement of actual dollar amounts, as well as the accrual of benefit time, shall be effective with the start of the first full payroll period of January, 2020.

ARTICLE 37 - TERMS OF AGREEMENT

This Agreement shall take effect as of January 1st, 2023 and shall remain in full force and effect until December 31st 2026. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective-bargaining schedule under the Public Employee Relations Act.

In witness whereof, the parties hereto have duly executed this Agreement on the 30th day of November 2022.

**American Federation of State, County, and
Municipal Employees:**


Nickole L. Baker-Boden, AFSCME DC 90


Cathy Skinner, President, Local 2800


Elizabeth Smith, Executive Board Member Local 2800


Britt Klouser, Steward Local 2800

Dauphin County Commissioners:


Michael Pries, Chairman


Chad Saylor, Vice Chairman


George P. Hartwick, III, Secretary

EXHIBIT A

**AFSCME Court Appointed Non-Professionals
Classification and Starting Wages 2023-2026**

| | Starting Wage | | | | |
|------------------------------------|---------------|---------|---------|---------|---------|
| Job Title | Pay Range | 2023 | 2024 | 2025 | 2026 |
| Receptionist | 1480 | \$15.00 | \$15.14 | \$15.28 | \$15.43 |
| Accounts Clerk I | 1481 | \$15.01 | \$15.15 | \$15.29 | \$15.44 |
| Department Clerk I | 1481 | \$15.01 | \$15.15 | \$15.29 | \$15.44 |
| MDJ Clerk | 1481 | \$15.01 | \$15.15 | \$15.29 | \$15.44 |
| Accounts Clerk II | 1482 | \$15.58 | \$15.73 | \$15.88 | \$16.03 |
| Department Clerk II | 1482 | \$15.58 | \$15.73 | \$15.88 | \$16.03 |
| Court Matron (Per Diem) | 1482 | \$15.58 | \$15.73 | \$15.88 | \$16.03 |
| Accounts Clerk III | 1483 | \$16.84 | \$17.00 | \$17.16 | \$17.32 |
| Department Clerk III | 1483 | \$16.84 | \$17.00 | \$17.16 | \$17.32 |
| P.Q. Aide I | 1483 | \$16.84 | \$17.00 | \$17.16 | \$17.32 |
| MDJ Senior Clerk | 1483 | \$16.84 | \$17.00 | \$17.16 | \$17.32 |
| Administrative Assistant 1 | 1484 | \$18.23 | \$18.40 | \$18.57 | \$18.74 |
| Assistant Law Librarian | 1484 | \$18.23 | \$18.40 | \$18.57 | \$18.74 |
| Client Services Representative | 1484 | \$18.23 | \$18.40 | \$18.57 | \$18.74 |
| P.O. Aide II | 1484 | \$18.23 | \$18.40 | \$18.57 | \$18.74 |
| Administrative Assistant II | 1485 | \$19.75 | \$19.94 | \$20.13 | \$20.32 |
| Enforcement Officer | 1485 | \$19.75 | \$19.94 | \$20.13 | \$20.32 |
| Maintenance Coordinator | 1485 | \$19.75 | \$19.94 | \$20.13 | \$20.32 |
| Maintenance Engineer | 1485 | \$19.75 | \$19.94 | \$20.13 | \$20.32 |
| Laboratory Tech | 1485 | \$19.75 | \$19.94 | \$20.13 | \$20.32 |
| Paralegal • | 1485 | \$19.75 | \$19.94 | \$20.13 | \$20.32 |
| Court Reporters (hired < 1/1/2009) | 1486 | n/a | n/a | n/a | n/a |
| P.O. Aide III | 1487 | n/a | n/a | n/a | n/a |
| Court Reporters | 1488 | \$27.93 | \$28.20 | \$28.46 | \$28.73 |

EXHIBIT B

AFSCME COUNCIL 13 MEMBERSHIP CARD

AFSCME COUNCIL 13 Membership Card



PLEASE PRINT

Name _____ SSN (Last 4 digits): _____
Home Address: _____
Local # _____ Employer/Agency: _____ Occupation: _____
Date of Hire: _____ Work Location: _____ Home Phone Number: _____
Cell Phone Number* _____ Personal Email: _____

I hereby apply for membership in the American Federation of State, County and Municipal Employees, (AFSCME) Council 13, AFL-CIO, including its affiliated District Councils (hereafter "Union"), and I agree to abide by its Constitution. By this application I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union. I further authorize my Employer to remit such amount monthly to AFSCME Council 13, and I recognize that neither this authorization nor its continuation is a condition of my employment.

This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution of this authorization or until the termination date of the collective bargaining agreement (if there is one) between my Employer and the Union, whichever occurs sooner, and for the years to come, unless I give my Employer and the Union written notice of revocation during the fifteen (15) days before the annual anniversary date of this authorization or, for public sector contracts, during the fifteen (15) days before the date of termination of the appropriate collective bargaining agreement between the Employer and the Union, whichever occurs sooner. For employees subject to private sector contracts, if the collective bargaining agreement specifies a revocation period that is longer than fifteen (15) days, then the longer period shall apply.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Signature _____

Date: _____

* By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. The Union will not charge for text message alerts, but carrier message and data rates may apply to such texts.



VOLUNTARY P.A.L. Contribution Form

Deduction Per Pay Period:

☐ \$2.00 ☐ \$4.00 ☐ \$ _____ (Other) _____

Pay Schedule:

☐ Weekly ☐ Bi-Weekly
☐ Monthly ☐ Bi-Monthly

Jacket Size: _____

Name _____ Local #: _____

I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified in the box provided as a voluntary contribution to be paid to the Treasurer of the P.A.L., qualified committee AFSCME Council 13, AFL-CIO, 4031 Executive Park Drive, Harrisburg, PA 17111-1507, affiliated with the AFSCME International PEOPLE Committee to be used to support pro-worker candidates in federal, state and local elections. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice to the Treasurer of P.A.L.

Date: _____

Signature _____

In accordance with federal law, P.A.L. and PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to P.A.L. and AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.



Internal Use Only ☐ C13 ☐ DC ☐ INTL Date: _____

EXHIBIT C

ADMINISTRATIVE ORDER

IN RE: : IN THE COURT OF COMMON PLEAS
COURT REPORTER FEE BILL : DAUPHIN COUNTY, PENNSYLVANIA
:
: AO - 20 - 2018
: 0010 - 20 - MD - 2018
: 2018 - CV - -832 - 20

ADMINISTRATIVE ORDER

AND NOW THIS 16th day of July, 2018, effective for Requests for
Transcripts filed on or after July 16, 2018, the Court Reporter Fee Bill shall be as
follows:

COURT REPORTER TRANSCRIPTS

If a private party/attorney requests that a transcript be prepared, the Court Reporter will
be paid the following page rate for preparing the original transcript:

| | |
|---|------------------|
| Ordinary | \$2.50 per page |
| Expedited | \$3.50 per page |
| Daily | \$4.50 per page |
| Same Day Delivery | \$6.50 per page |
| Surcharge for Paper Copy Filed with the Filing Office | \$0.25 per sheet |
| Real-Time Feed | \$1.00 per page |
| Surcharge for Unusually Complex Trial when Permitted by Trial Judge | \$1.00 per page |

These rates will be in accordance with the definitions contained in Rule of Judicial
Administration 4002. The Court Reporter will not be specially compensated for any real-time
feed provided to the Court. The page rate listed above is for the filing of the original with the
filing office. It is anticipated that the transcripts will be available to the Court and Law Clerks
electronically and no additional copy rate will be paid to the Court Reporter for these copies.

If more than one private party/attorney requests a copy of the transcript, or is required to file the
transcript, the cost of the original transcript shall be divided equally among the parties.

If a private party/attorney requests a copy of the transcript before the original transcript
is filed with the filing office, the Court Reporter will be paid the following rate:

| | |
|----------------------|--|
| Ordinary | \$0.50 per page for electronic copy with \$0.25 per sheet surcharge for paper copy |
| Expedited | \$0.75 per page for electronic copy with \$0.25 per sheet surcharge for paper copy |
| Daily | \$1.00 per page for electronic copy with \$0.25 per sheet surcharge for paper copy |
| Same Day Delivery | \$1.25 per page for electronic copy with \$0.25 per sheet surcharge for paper copy |

If a transcript was previously ordered, transcribed and filed of record, no additional
compensation shall be due to the Court Reporter for a copy of the transcript.

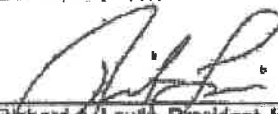
If a government entity, including but not limited to the Court, the District Attorney's Office, the
Public Defender's Office, the Board of Probation and Parole, Probation Services, Court-
Appointed Counsel and Children & Youth requests the preparation of an original transcript, or a
party is granted *In Forma Pauperis* status, an attorney is representing the party *Pro Bono* or the
party has been given a reduced page rate by Court Order, the court reporter will be paid the
following page rate:

| | |
|-------------------|-----------------|
| Ordinary | \$2.25 per page |
| Expedited | \$2.50 per page |
| Daily | \$3.00 per page |
| Same Day Delivery | \$3.50 per page |
| Real-time Feed | \$1.00 per page |

These rates will be in accordance with the definitions contained in Rule of Judicial Administration 4002. The Court Reporter will not be specially compensated for any real-time feed provided to the Court. The Court Reporter will not be paid for any copies or for filing a paper copy with the filing office.

If a transcript was previously ordered, transcribed and filed of record, no additional compensation shall be due to the Court Reporter for a copy of the transcript.

BY THE COURT:


Richard A. Lewis, President Judge

2018 JUN 16 AM 9:30
CLERK OF COURTS
JUDICIAL BRANCH

DISTRIBUTION:

Judge Richard A. Lewis, President Judge
Judge Jeannine Turgeon
Judge Scott Arthur Evans
Judge John F. Cherry
Judge Deborah E. Currello
Judge Andrew Dowling
Judge William T. Tully
Judge Edward M. Mansico, Jr.
Judge John Joseph McNally
Judge Royce L. Morris
Timothy DeFoor, Director – Controller's Office
Deborah Freeman, Esquire, Court Administrator
Jennifer Simpson, Deputy Court Administrator-Human Resources
Robert Stock, Deputy Court Administrator-Criminal
Lil Hagenbuch, Deputy Court Administrator-Civil
Agn Wrobel, Court Administration
Court Reporters
Clerk of Courts
Prothonotary

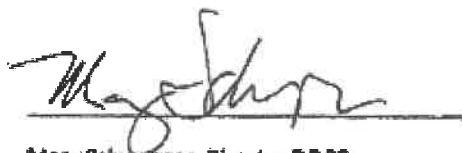
SIDE LETTER

**OF AGREEMENT TO THE JAN. 1, 2013 THROUGH DEC. 31 2016 LABOR AGREEMENT BETWEEN
DAUPHIN COUNTY AND AFSCME, LOCAL 2800**

**Side Letter of Agreement to the
Jan. 1, 2013 through Dec. 31, 2016
Labor Agreement Between Dauphin County
and AFSCME, Local 2800**

Dauphin County and AFSCME, District Council 90, Local 2800 hereby agree in the interest of safety that a uniformed officer escort will be provided for any employee required or directed to transport or carry cash funds from one county building to another county building.

Agreed to by the Union:



Mary Schwanger, Director DC 90

2-20-13

Date

Agreed to by the County:



David Schreiber, Manager
Labor/Employee Relations

2-20-13

Date