

AWARD AND AGREEMENT

between

TEAMSTERS LOCAL UNION NO. 776

Affiliated with the International Brotherhood of Teamsters

Sheriff's Department/District Attorney's Office
Clerk of Courts/Prothonotary's Office
Register of Wills' Office/Public Defender's Office
Coroner's Office

and

DAUPHIN COUNTY

Court Related Non-Professionals

for the period

January 1, 2022 to December 31, 2025

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PREAMBLE

This Agreement entered into by the Dauphin County Commissioners hereinafter referred to as the “County” and Teamsters Local 776 of Harrisburg, PA, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1– RECOGNITION

Section 1. The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all non-professional, non-supervisory employees employed in the Sheriff’s Department, District Attorney’s Office, Clerk of Courts, Prothonotary’s Office, Register of Wills’ Office, Public Defender’s Office, Criminal Investigation Department (CID) and Coroner’s Office as per certification by the Pennsylvania Labor Relations Board, Number PERA-R-97-96-E. A copy of the certification shall be attached as a reference addendum to this contract.

ARTICLE 2- MANAGEMENT RIGHTS

Section 1. The parties agree that the County, consistent with sound discretion, possesses the right, in accordance with Pennsylvania law, to manage all operations, including, but not limited to the direction of the work force and the right to plan, direct and control the operation of all equipment and other property of the County, except as modified by this contract.

Section 2. Matters of inherent managerial policy are reserved exclusively to 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 of policy as the functions and programs of the County, standards of service, the overall budget, utilization of technology, the organizational structure and the selection and direction of personnel.

Section 3. The Union recognizes that salaries and compensation of all appointed officers and employees who are paid from the County treasurer are fixed by a salary board, pursuant to Section 1620 of the County Code. The Union further recognizes that the County Commissioners have no ability to affect the hiring, discharging, and supervising rights and obligations with respect to employees, where such rights are vested, by Section 1620, in the judges or other County officers.

ARTICLE 3 – UNION SECURITY

Section 1. Each full-time or regular part-time 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, as a condition of employment, maintain his/her membership in the Union. Employees may, however, resign from the Union within fifteen (15) days prior to the expiration of this Agreement without penalty by serving written notice to Teamsters Local 776, 2552 Jefferson Street, Harrisburg PA 17110, and to the County.

Section 2. Upon completion of thirty (30) calendar days of employment, all full-time and regular part-time employees of the bargaining unit who do not join the Union shall pay a monthly “fair share” service fee to the Union as a contribution toward the administration of the Collective Bargaining Agreement between the parties. Part time employees who work less than 100 hours per calendar quarter shall not be required to pay fair share fees, but shall have the option to join the Union. Fair share fees shall be based on the cost of representation reflected in the Union’s annual report. The County shall be notified of that cost on or about July 1 annually. This payment shall be deducted in accordance with Article 3 of this Agreement and the Public Employee Fair Share Fee Law (Act 15) of 1993 and any amendments thereof.

Section 3. The County shall provide the Union with the name, address, hire date, department and job title of each new employee.

Section 4. The Union shall indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability that shall 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 the fair share clause in Section 2 above.

ARTICLE 4 – CHECK-OFF

Section 1. Dues/Fees and Assessments: 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 that such deductions are made providing the monthly billing roster used for the transmission of dues to the Union must be received by the County payroll department no later than one (1) week prior to payday from which deductions are to be taken. Dues will be deducted from the second payday of each month. The County will provide a payday schedule by December 15th of the preceding year. This authorization shall be irrevocable during the term of this Agreement. The Union will indemnify and hold harmless the Employer, it’s elected or appointed officials, it’s agents and its employees, against any and all claims, losses, costs, suits, damages, orders, judgments 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.

Section 2. Credit Union: Employees may designate a County approved Credit Union which is duly chartered under State or Federal statutes. The County shall remit the aggregate deductions of all employees together with an itemized statement to the Credit Union designated within ten (10) days following the end of the calendar month. The County shall establish rules, procedures and forms which it deems necessary to extend payroll deduction for Credit Union purposes. Payroll deduction authorization forms for Credit Union purposes must be executed by and between the employee and an official of the Credit Union.

Section 3. DRIVE: The County agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. The DRIVE department shall notify the County of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The County shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employees on whose behalf a deduction has been made, the employee’s Social Security number and the amount deducted from the employee’s paycheck. The International Brotherhood of Teamsters shall reimburse the County annually for the County’s actual cost for the expenses incurred in administering the weekly payroll deduction plan.

A copy of the DRIVE Memorandum of Understanding is attached hereto and made part of this Agreement.

Section 4. The Union shall indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability that shall 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 Section 1 and 3 above.

ARTICLE 5 – HOURS OF WORK

Section 1. Shifts and hours of work shall be established by the County. The Union and affected employees will be notified in writing of any permanent changes made in the regular schedule.

Section 2. With the exception of employees working for the Coroner, each shift shall consist of consecutive hours of work, except for interruption for a meal period.

Section 3. Full –time employees will be guaranteed 8 hours of work per day and 40 hours of work per week, inclusive of a one (1) hour meal period, thirty (30) minutes of which will be paid. Subject to the terms of Article 39, Section 8 of this agreement, part-time employees will be guaranteed eight hours of work or pay, inclusive of a one-hour meal period, thirty minutes of which will be paid. All hours worked by full-time and part-time employees in excess of eight (8) hours in one (1) day or in excess of forty (40) hours

in one (1) week shall be paid at the rate of one and one-half (1½) times the employee's hourly rate.

Section 4. Except for the Coroner's office, the regular workweek for all employees shall be Monday through Friday. All worked performed on Saturday shall be paid at 1½ times the hourly rate of pay. Work performed on Sunday shall be paid at two (2) times the employee's hourly rate provided the scheduled assignment is made by 4:30 p.m. on the preceding Friday; otherwise work performed on Sunday shall be paid at the rate of 1 ½ times the employee's regular hourly rate.

Section 5. An employee who works overtime may request to receive compensatory time off in lieu of overtime pay. The Compensatory time, if granted, will be calculated at the same rate as overtime pay (i.e., 1½ hours off for each hour of overtime worked). Absent such a request or departmental approval, the overtime hours will be paid at the overtime rate. Requests for compensatory time must be submitted to the department head by no later than 8:30 a.m. of the Monday following the end of the pay period. Compensatory time must be used within ninety (90) days of the date incurred or it will be paid. Employees may accumulate no more than forty-five (45) hours of compensatory time.

Section 6. All employees shall be granted a one-hour meal period. Thirty (30) minutes of the meal period shall be paid at the employee's appropriate hourly rate. The lunch period may be flexed with the approval of the supervisor.

Section 7. Employees will receive two 15-minute paid breaks. One break will be scheduled before lunch. One break will be scheduled after lunch. The start time of breaks will be subject to the approval of the department head, in his/her absolute discretion. With the exception of employees who miss breaks because of a courtroom assignment, any employee who requests to take, but is denied, a break will be paid time and one-half for the missed break.

Section 8. All full time employees who report on time for their scheduled shift will receive eight hours per day, forty hours per week, guaranteed work or pay.

Section 9. Employees who are recalled to duty outside of their normal work hours shall be paid no less than four (4) hours straight time pay or paid the actual time worked at the appropriate rate of pay, whichever is greater. This section will not apply to hours worked in conjunction with an employee's regular scheduled shift. This section will also apply to each subsequent occurrence where an employee is called out after notifying the dispatcher of their off-duty status.

Section 10. Employees may be permitted to "flex" their hours of work with the approval of their department head or supervisor.

Section 11. The County shall "meet and discuss" with the Union over development of an overtime policy for each office. A copy of the finalized policy shall be provided to each employee and the Union.

Section 12. The County will attempt to give employees advance notice of the need to work daily, holiday or weekend overtime. Qualified volunteers, as determined by the County, who are on duty at the time work is required will be considered for overtime work before requiring mandatory overtime.

Section 13. Any employee required to work outside of his/her normal job classification for a full workday shall receive an additional \$1.00 per hour for all hours worked. If the out-of-class continues for more than 30 calendar days, the employee can request a reclassification review.

ARTICLE 6 – SENIORITY

Section 1. Seniority shall be recognized as the combined length of employment with Dauphin County as a full time or part time employee within the bargaining unit. Full time employees shall be credited with one year's seniority for each year of service from their full-time anniversary date. Part time employees shall be credited with one full year of seniority for each 1200 straight time hours worked. Seniority shall be lost only by retirement, resignation or discharge which is upheld through the grievance/arbitration procedure, or as set forth in Article 6, Section 4.

Section 2. The County shall maintain an accurate seniority list which reflects all employees and their seniority dates. A copy shall be provided to the Union. A copy of the revised seniority list will be provided to the Union at least quarterly.

Section 3. In the event two employees have the same seniority date, seniority shall be determined by a lottery type drawing.

Section 4. Employees who have entered the bargaining unit from other County employment prior to 7/1/97 shall maintain their seniority position consistent with the terms under which he/she transferred or consistent with the terms applied since the transfer.

Section 5. For purposes of pay, the County, the Union and the employee involved shall mutually agree on the seniority and employee will retain when transferring from County employment that is outside the bargaining unit. Seniority for other purposes will be based on the first day of employment within the department. It's understood that the parties' failure to agree on a wage shall not be subject to the grievance procedure for the Union or employee requesting the transfer.

Section 6. For pay purposes, employees who have terminated full-time employment with the County within the previous three years and subsequently resumed full-time County employment will be credited with 100 percent of their prior years of service, not to exceed eight years of service. The years of credit is conditional upon a determination that the work that was performed during his/her previous employment was substantially similar to the work performed in the current bargaining unit. It is not required that an employee purchase their prior years of service for pension purposes in order to receive the years of service benefit, however employees who do purchase their prior years of service in the

County pension will also receive credit for years of service with respect to accrual of vacation, personal and sick leave but no credit for pay.

Section 7. For pay purposes, employees who have terminated full-time employment with the County more than three years prior, but not more than six years prior and subsequently resumed full-time County employment will be credited with 50 percent of their prior years of service, not to exceed eight years of service. This seniority credit is conditional upon a determination that the work that was performed during his/her previous employment was substantially similar to the work performed in the current bargaining unit. It is not required that an employee purchase their prior years of service for pension purposes in order to receive years of service benefit, however employees who do purchase their prior years of service in the County pension will also receive credit for years of service with respect to accrual of vacation, personal and sick leave but no credit for pay.

ARTICLE 7 – LAYOFF

Section 1. In the event layoff is necessary, row officers will consider skill, performance, attendance, discipline and seniority of the employees in making their decision. The final decision as to who will be laid off is reserved to the row officer. Bumping will not be permitted between departments. When an employee is laid off, the County shall determine, at that time, if the employee is eligible for recall with written notice to both the employee and the Union. Employees not eligible for recall shall be eligible for the severance provisions listed in Section 9.2.

Section 2. For employees laid off, health insurance benefits in which the employee is enrolled in at the time of the layoff shall cease for employees laid off in a reduction of force at the end of the third (3rd) month following the month of layoff. Thereafter, employees may elect to participate under COBRA.

Section 3. Employees declared eligible by the County for recall at the time of layoff shall be eligible for recall to declared vacancy in the same job held at the time of layoff before any new employee is hired in that classification. Employees declared eligible for recall by the County shall retain their recall and seniority rights within their office and classification for a period of one (1) year. If not recalled within one (1) year, said employees shall be eligible for the severance provisions of Section 9.2.

Section 4. With the approval of the department head, in his/her absolute discretion, senior employees within the affected classification will have the option to accept a voluntary layoff for a period not to exceed six (6) months without discrimination. Upon return to employment, Section 1 will apply.

ARTICLE 8 – JOB BIDDING

Section 1. All vacant positions that the County intends to fill will be posted for a minimum period of seven (7) calendar days. In the Sheriff's Office, the minimum period will be fifteen (15) calendar days. An internal (departmental) posting of shorter duration may be done when the opportunity exists to transfer or promote a bargaining unit employee within the respective department into the vacant position (and resulting vacant positions). In this instance, the final resulting vacancy shall be posted externally (County-wide to employees and the public) for a minimum period of seven (7) calendar days. Any employee interviewed for a vacant position will be notified whether or not he/she was selected for the position within thirty (30) calendar days of the interview. The Union will be notified of the person selected for filling bargaining unit vacancies. However, the Sheriff reserves the right to assign deputies where needed to accomplish the mission of the Department. In doing so, seniority, experience and qualifications will be considered. However, such determination shall be subject to the elected official's right under Section 1620 of the County Code.

ARTICLE 9 –DISCIPLINARY PROCEDURE

Section 1. Employees who are disciplined will be given written notice of the discipline setting forth the reason for the discipline. The union will be sent a copy of such notice.

Section 2. With the exception of employees terminated for offenses listed in Section 3 below, any full-time employee whose employment is permanently terminated by the County shall be eligible for one (1) week of severance pay for each year of continuous full-time employment with the County as of the date of termination, to a maximum of ten (10) weeks' pay. Such severance payment, minus deductions for taxes, will be paid within thirty (30) days of the effective date of the termination.

Section 3. Employees who are terminated for the following reasons are not eligible for severance pay:

- a. Sleeping on the job (This item shall not apply to employees in the Coroner's Office unless the termination is for sleeping on the job in violation of any stated policy or practice as set forth by the Coroner.);
- b. Deliberate refusal to perform a legitimate work assignment;
- c. Theft of time, equipment or property;
- d. Falsification of records or reports;
- e. Harassment of and/or physically striking a supervisor, manager, co-worker or member of the public while on duty or County property, except in the case of proven self-defense;
- f. Violation of the County's Drug and Alcohol policy;

- g. Unauthorized possession of a weapon while on duty or on County property;
- h. Solicitation of private business while on duty, or the acceptance of items of value from the public given in exchange for the performance of an employee's duty (e.g. bribes);
- i. Fraudulent use of sick leave;
- j. Being held accountable for criminal behavior either by conviction, a plea or no contest or entry into an ARD program.

Section 4. If the Union and the County are unable to agree as to the eligibility of an employee for the severance program, the dispute may be arbitrated. Such arbitration shall be limited to a determination of eligibility for severance and shall not affect the decision to terminate.

ARTICLE 10 – ABSENTEEISM POLICY

Section 1. In the event that a row officer develops an attendance policy for his/her office, such policy will be communicated to the employees and the Union.

ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is defined as a dispute between the parties involving the application, meaning, or interpretation of a part of this Agreement that involves economic matters. A grievance does not include any dispute relating to the authority of the Court or other county officers to hire, fire or supervise employees

STEP 1. The employee, accompanied by the Union shop steward if so desired, shall attempt to resolve grievable matters through discussion with the Department Head or his/her designee. The Department Head (or designee) shall cooperate to the fullest extent to meet, discuss and resolve these matters.

STEP 2. If the matter cannot be resolved in Step 1 above, the employee may present a written grievance to the Human Resources Director. Grievances must be presented no later than fourteen (14) calendar days after the occurrence of the incident, with the appropriate copies forwarded to the Union. The Union Business Agent and the Director of Human Resources or his/her designee will meet in an attempt to resolve the matter within fourteen (14) days of the filing of the grievance. All parties will have the opportunity to present the facts, call upon witnesses and review pertinent documents, statements or correspondence. The Director of Human Resources or his/her designee will provide a write response withing fourteen (14) days following this meeting. **STEP 3.**

If the grievance cannot be settled in the above Steps, the matter will be submitted to a panel or grievance mediators consisting of the following:

- (1) Union Mediator, (1) County Mediator, (1) neutral mediator.

The party wishing to move the matter to mediation must file a proper request for mediation within fourteen (14) days from the date the decision in Step 2 is issued.

Section 2. The mediator will be from a list provided by the Bureau of Mediation unless mutually agreed upon by the Union and the County. Either party shall have the right to bypass the mediation step and submit the matter directly to binding arbitration.

Section 3. Hearings will be held as needed on a mutually agreeable date within fourteen (14) days of receipt of a written request. An agenda will be prepared by the County and distributed to those individuals involved in the cases, including the grievant(s) and Union. It will be the responsibility of the grievant(s) to be available for the hearing when the case is called.

Section 4. The parties are free to accept or reject the recommended resolution of the dispute submitted by the panel of mediators. If rejected, the case may proceed to arbitration as set forth below.

Section 5. If the parties cannot agree on the selection of a single arbitrator within seven (7) days after receipt of an arbitration request, either party may request the Pennsylvania Bureau of Mediation to submit a panel of arbitrators. All arbitrators on the panel must be Pennsylvania residents and members of the National Academy of Arbitrators. Within seven (7) days after receipt of such list, the parties shall alternately strike names from the list until one name remains. The remaining name shall be the impartial arbitrator. The decision of the impartial arbitrator shall be rendered with dispatch after hearing the arguments of the parties. The decision of the impartial arbitrator shall be final and binding on both parties consistent with Act 195.

Section 6. Any cost involved in the procedure set forth above will be borne equally by the County and the Union.

Section 7. The time limits in this Article may be extended by mutual agreement.

Section 8. Attendance at hearings and arbitrations shall be limited to representatives of the County and/or its designated legal counsel, representatives of the Union and its designated legal counsel, four (4) stewards from the department(s) involved in the case (but this limit does not apply to interest arbitration), the grievant(s) in the case being heard by the arbitrator, witnesses, arbitrators, hearing officers, and those people who, on a case by case basis, are mutually agreed upon by the County and the Union or ordered by the neutral Arbitrator.

ARTICLE 12 – WORK RULES

Section 1. The County and the Union will meet and discuss on all matters concerning hours of work, as well as other terms and conditions of employment.

Section 2. The County will give the Union written notice of all changes in work rules and County personnel policy.

Section 3. A notebook of all memos, policies and procedures will be maintained by the County and available for review. In the Sheriff's department, a log of all daily memos reviewed during roll calls shall be maintained. Immediately following roll call, memos shall be placed in a logbook and initialed by the presenter and a steward.

ARTICLE 13 - DISCRIMINATION

Section 1. There shall be no discrimination against any employee because of sex, religion, race, color, ethnicity, age, national origin, marital status, veteran status, sexual orientation, genetic information, political affiliation, Union affiliation, or any type of disability or handicap.

Section 2. It is mutually agreed and emphasized that neither the Union nor the County will tolerate any type of sexual discrimination or harassment of any type. Should an employee believe he/she is being sexually harassed, he/she should report the matter to their Union representative, Department Head, Human Resources Director or other County representative.

ARTICLE 14 – SUBCONTRACTING

Section 1. If the County subcontracts bargaining unit work during the life of this Agreement, it will be required to negotiate over the effects of any such decision including whether it will provide severance, retraining or continuation of benefits.

ARTICLE 15 – MAINTENANCE OF STANDARDS

Section 1. It is agreed that all terms, conditions and standards of work which are in effect 180 days after the signing of this Agreement shall remain in effect for the duration of this Agreement.

Section 2. All employees covered hereunder shall also have those benefits and personnel practices included within the Personnel Policy of the County not in conflict herewith.

ARTICLE 16 – STEWARDS

Section 1. The County recognizes the right of the Local Union to designate Stewards from the bargaining unit's seniority list. The authority of the Stewards so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

- The investigation and presentation of grievances.
- Assist in negotiations and other bargaining unit matters as designated by the Union.
- Serve as a liaison between the Local Union and the members.

Section 2. Stewards have no authority to take any unlawful action interfering with the County's operations. The County recognizes these limitations upon the authority of the Stewards and their alternates.

Section 3. Stewards will not be discriminated against as a result of their Union activity.

Section 4. Stewards will be provided necessary time to investigate/process grievances and participate in negotiating sessions and interest arbitrations involving County representatives, without loss of pay or benefits. Stewards must receive permission from their department head(s) prior to leaving his/her assigned duties and receive permission from the department head/supervisor in the department or area they are visiting.

Section 5. With the approval of the department head, stewards on duty will be allowed reasonable time, without pay to attend Union meetings called by the Local Union in the event the meetings are scheduled during work hours. Not more than one Steward per department will be allowed off any particular shift to attend meetings unless the number of employees in the department is 50 or more, in which case, two Stewards will be allowed off. The department head shall be notified no less than 24 hours prior to the requested time off.

Section 6. The County shall cooperate with those employees designated as Stewards by the Local Union and when possible, provide them all information which is necessary to investigate grievances.

ARTICLE 17 – UNION BUSINESS

Section 1. Union Business Agents shall be permitted to investigate and discuss grievances and other Union matters during working hours on the County's premises after receiving permission from the department head or the County administrator.

Section 2. The Employer agrees to provide suitable space for a Union bulletin board for posting notices and other pertinent Union information.

ARTICLE 18 – SAVINGS

Section 1. In the event that any provision of this Agreement is found to be inconsistent with existing State or Federal laws or statutes, the provisions of such law or statutes shall prevail, and if any provisions herein are found to be invalid and unenforceable by a Court or other authority having jurisdiction, then such provisions shall be considered void, but all other valid provisions shall remain in full force and effect.

ARTICLE 19 – LIE DETECTOR TEST

Section 1. The County shall not require that an employee take a polygraph or any other form of lie detector test, unless authorized by law.

ARTICLE 20 – HEALTH AND WELFARE

Section 1. At least two (2) times per calendar year, representatives of the County will meet with representatives of the Union to discuss health and safety issues.

Section 2. The County will provide body armor to all Sheriff Deputies, corporals, sergeants and investigators as well as Deputy Coroners. The body armor will be replaced promptly according to the manufacturer's specifications.

Section 3. All sheriff deputies will be required to carry a handgun as a condition of employment. All sheriff deputies who have completed "Act 2" training and the County's required weapons training will be provided a standard handgun of a type, make and model to be determined by the Sheriff.

Section 4. All sheriff deputies who are required to qualify with a firearm and carry a handgun shall be provided with 300 rounds of appropriate ammunition per calendar year for the purpose of training.

Section 5. All employees who physically encounter inmates, make arrests or serve warrants will have the option to receive immunization for the Hepatitis B virus and tuberculosis. Immunizations that are not covered by the County's health plan or provided by the State or Federal Government will be paid for by the County.

Section 6. If an employee has the reasonable belief that he or she may have been in contact, during the course and scope of his or her employment, with someone known to have an infectious disease, the County will provide testing at its expense.

Section 7. Employees will not be required to operate vehicles that are unsafe or not in proper working order. Vehicles that are unsafe or require repair will be delivered to the fleet manager. The appropriate paperwork detailing the nature of the problem will accompany the vehicle. The fleet manager will inspect the vehicle, schedule the repairs and determine if the vehicle is safe to operate until the repairs are accomplished. Repairs will be accomplished within a reasonable time period. All vehicles will be equipped with air conditioning. The person or agency to serve in the capacity of fleet manager will be

designated by the County, with notice to the Union. 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 \$100.00 of resulting cost.

Section 8. The County will take appropriate steps to see that public restrooms are kept in a clean and sanitary condition at all times. The County will provide reasonable lunchroom accommodations if space is currently available.

Section 9. All Coroner Deputies who carry a handgun and are required to qualify shall be provided with 200/400 rounds of appropriate ammunition per calendar year for purpose of training.

ARTICLE 21 – PERSONNEL RECORDS

Section 1. There shall be only one (1) official personnel record for each employee in this bargaining unit. That official personnel file will be the file located in the County's Human Resources Department. The employee shall upon request have the right to examine the contents of his/her personnel file while in the presence of a Human Resources employee and copy any and all material contained in his/her personnel record, including any and all evaluations. The County will provide the opportunity to examine the records within two workdays after the written request is submitted. Employees may be charged the then current County rate for each page copied in excess of twenty (20) pages. The Union shall have access to an employee's record upon written authorization by the employee involved.

Section 2. Employees must maintain an accurate current home address and phone number with the County. All changes must be submitted to the Human Resources Director in writing, within 30 days after the effective date of the change.

ARTICLE 22 – LEAVES OF ABSENCE

Section 1. Subject to the approval of the department head, employees may be granted an unpaid leave of absence from their employment for a period up to six (6) months. Employees must submit a written request to the Department Head who shall forward it to the County Human Resources Director and provide a copy to the Local Union. Leave of absence will not be unreasonably denied.

Section 2. Reasons for leave of absence include but are not limited to personal illness, family illness (with explanation) educational leave or personal reasons. Verification may be required by the County.

Section 3. During the term of this agreement, the parties will comply with the terms of the County's policy relating to Family Medical Leave. Prior to making any changes in the policy which will have an impact on bargaining unit employees, the County will give the Union advance notice (at least 14 calendar days) of the change and, upon request from the Union will meet with the Union to discuss the change.

ARTICLE 23 – MEDICALLY RELATED EXAMINATIONS

Section 1. Examinations required by the County shall be promptly complied with by all employees. The County shall pay for all related costs associated with such examinations after processing the claim through the employee's County sponsored health care insurance plan. Any examination required of an employee shall be compensable for time spent and paid at the applicable rate. When possible, examinations shall be scheduled during an employee's normal shift.

Section 2. No employee shall be required to take a physical, mental or other examination more frequently than once every twelve (12) calendar months, except where the employee has demonstrated behavior which may give rise to serious doubts to his/her mental competency, emotional stability or prior to return to duty after a non-work-related illness or injury, or as required by an attending physician, consequent to a work related illness or injury. Any physical, mental or other examination required by the County will comply with all applicable laws and regulations.

Section 3. All physical, mental or other examinations shall be administered by a medical examiner, physician or other qualified individual. The County will provide transportation if requested by the employee or pay the employee the County approved mileage rate for the actual distance involved.

ARTICLE 24 – TRAINING PROGRAMS

Section 1. Any employee who is directed to attend a training program away from the Court House shall receive the appropriate hourly rate of pay for all time involved in the training class, in addition to travel time (as calculated from the Court House) plus any expenses properly incurred in the course of training.

Section 2. Any employee who, while employed under this Agreement, holds any of the following academic degrees, and furnishes the County an official record of same, shall receive annual payments in accordance with the following (so long as the associated major subject(s) correspond to the employee's principal duties):

Associate Degree \$525.00

Bachelor's Degree \$750.00

Only one payment will be made per year based upon the highest degree attained. Employees desiring to attain a job-related advanced degree must receive prior approval from their department head/elected official to be eligible to any annual payment.

Section 3. Sheriff Deputies hired prior to 1984 will be considered "grandfathered" under Act 2.

Section 4. Sheriff Deputies and Deputy Coroners who attain and keep EMT or higher (Paramedic, Pre-hospital nurse or Physician) certification shall receive a stipend of \$550.00 per year payable with the first full pay in February of each year with valid certification.

Section 5. Coroner's Certifications. Effective January 1, 2023, Deputy Coroners who earn a qualification from the Board of Medicolegal Death Investigators will receive a stipend of \$550.00 per year payable with the first pay in February of each year.

ARTICLE 25 – TRAVEL EXPENSE/MISCELLANEOUS EXPENSES

Section 1. Employees who are required to operate their private vehicles pursuant to their job duties, approved training or County required medical examinations will be compensated at the IRS mileage rate.

Section 2. Employees will be compensated at the appropriate hourly rate for all travel time related to training or duty. The time will be calculated from the Court House or their regularly scheduled place of work.

Section 3. When employees are required to travel toll roads or bridges and when employees are required to travel outside a 50-mile radius of Harrisburg, they will be provided with a cash advance to cover the cost of meals and expenses. Unused expense money, expense sheets and receipts must be turned over to the County at the start of the workday following their return to Harrisburg.

Section 4. Effective January 1, 2008, adopt the County policy:

Breakfast \$10.00 Lunch \$15.00 Dinner \$25.00

Section 5. Whenever a long-distance trip is expected to exceed 600 total round trip miles or more than twelve hours round trip, on duty time, the deputies will be pre-scheduled for a required eight hour layover. Such scheduling will be accomplished by the County. Employees will be paid the contractual hourly rate of pay for all on duty time and all layover time in excess of ten (10) hours.

Section 6. Employees will be compensated for all expenses that are necessary and properly incurred and in the performance of one's assigned duties and responsibilities. When possible, employees will receive approval from the department head.

Section 7. All required payments under this Article 25, with the exception of those paid pursuant to Section 2, will be paid by separate check.

ARTICLE 26– LEGAL PROCEEDINGS

Section 1. Any off-duty employee who is subpoenaed or requested by the County to attend any legal proceedings related to employment duties, including, but not limited to testifying in court or appearing before a District Justice on behalf of the Commonwealth or

County shall be paid “call-out pay” in accordance with Article 5, Section 9. Witness fees shall be turned over to County.

Section 2. The County shall (a) provide, at its cost, legal representation or (b) reimburse employees for reasonable legal fees incurred in the defense of civil and/or criminal litigation which arises out of action taken within the scope of employment. An employee seeking legal representation under this Article must make the request, in writing to the Office of the County Solicitor no more than five (5) calendar days after receiving service of process. Should the Solicitor decline to represent the employee because of an actual or potential conflict of interest, the County Solicitor shall select an attorney to assume the representation. If the Solicitor declines to represent the employee, he or she must indicate so in writing and provide notice to the employee. 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 (ARD); or (d) is judged to have engaged in actual fraud, actual malice or willful misconduct.

ARTICLE 27 – PARKING

Section 1. 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 County in writing. If a parking space is not immediately available, the employee will be placed on a waiting list and may elect to park at City Island at their cost, until a space becomes available. Sheriff deputies shall have priority over other employees in the bargaining unit for parking in the HSB parking garage as spaces become 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.

Section 2. 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:

2022*: \$75.00 2023: \$80.00
2024: Rate established for non-union County employees
2025: Rate established for non-union County employees

- Beginning on the next parking pay date following the issuance of the Award.

Section 3. Employees who are not assigned to work in downtown Harrisburg but are required to attend Court or go to County buildings located downtown on an intermittent basis will be provided with a parking pass to use when required to conduct business in those locations. If a parking pass is not available, the employee may submit a signed parking receipt for HSB garage to cover the parking costs.

Section 4. Employees who have parking in the HSB garage will have their parking amounts automatically deducted monthly from their paychecks.

ARTICLE 28 – UNIFORMS

Section 1. On or before July 1st of each year, the County will provide Sheriff Deputies with the uniform items designated by the Sheriff as official uniform items and reflected on the attached Addendum. Before issuing the annual uniform memo, the Sheriff will meet with representatives of the Union to discuss designated uniform items.

Section 2. Effective January 1, 2018, the stated uniform allowance will be a quartermaster system. Full time deputy sheriffs will receive a \$200.00 annual allowance that may be used to purchase boots, shoes or other approved utility items. As for items replaced through the quartermaster system, Deputy Sheriffs may replace worn clothing items (shirt, pants, duty jacket, sweaters, ties, hats, coats) to a maximum value of \$600 per year. Deputy Sheriffs who have never had a coat may purchase one under this allotment. Deputy Sheriffs will deal directly with the vendor to secure a replacement item from the approved list and the bill will be sent directly to the County. The replaced item must be turned over to the Sheriff. Stolen items can be replaced via the quartermaster system. Lost items can be replaced from the \$200 annual allowance.

Section 3. Clothing and personal items that are damaged in the line of duty will be replaced or reimbursed by the County. The maximum the County will pay for a watch repair or reimbursement is \$100.00. Jewelry items with the exception of wedding rings will not be replaced or reimbursed.

ARTICLE 29– SICK LEAVE

Section 1. Employees contracting or incurring any sickness or injury which renders him/her unable to work and perform the duties of his/her position shall be eligible to receive sick leave with pay, provided the employee has sick leave available for use.

Section 2. Full-time employees hired prior to December 31, 2018 and who have ten (10) or more years of service with the County, will earn one hundred twenty (120) sick leave hours per year at the rate of 4.6154 hours per pay. Full-time employees who have less than ten (10) years of service with the County will earn ninety-six (96) sick leave hours per calendar year at the rate of 3.6923 hours per pay. Full-time employees hired on or after January 1, 2019 will earn eighty (80) sick leave hours per calendar year during the course of his/her employment at the rate of 3.070 hours per pay.

Part-time employees who work 425 hours or more in a calendar quarter shall be credited with twenty-four (24) sick leave hours.

Eligible employees earn sick leave beginning with their first day of employment. An employee earning sick leave pursuant to this Section accrues sick leave in hourly increments each pay period provided he/she is in compensable pay status for at least one-half (1/2) of his/her scheduled hours.

Section 3. Employees eligible to earn sick days that are hired prior to December 31, 2018 who have at least ten (10) years of service with the County can accumulate a maximum of one thousand eight hundred (1,800) sick leave hours. Eligible employees who have less than ten (10) years of service with the County may accumulate a maximum of one thousand six hundred (1,600) sick leave hours.

Employees hired on or after January 1, 2019 may accumulate a maximum of one thousand four hundred (1,400) sick leave hours.

An employee will lose any days beyond their maximum accumulation amount if not used by the end of pay period one (1) of the following year. Employees must exhaust all paid leave prior to being absent without pay.

Section 4. When an employee, retires or dies, he/she (or in the event of employee's death, the beneficiary) will receive their accumulated sick leave in a lump sum up to a maximum of one hundred fifty (150) sick leave days in accordance with the following schedule:

0 to 2 years	0%	7 to 10 years	75%
2 to 4 years	25%	10 years or more	100%
4 to 7 years	50%	Death w/i scope of employment	100%

Eligible employees hired on or after January 1, 2019 (or in the event of an employee's death, the beneficiary) who retire with a minimum of two (2) weeks' notice or die, shall receive accumulated earned sick leave in a lump sum up to a maximum of one thousand (1000) sick leave hours in accordance with the following schedule:

0 to 2 years	0%	7 to 10 years	75%
2 to 4 years	25%	10 years or more	100%
4 to 7 years	50%	Death w/i scope of employment	100%

Section 5. If a holiday falls during an employee's sick leave, such holiday shall not be charged as sick leave.

Section 6. It shall be the obligation of the employee to notify a supervisor of their absence as soon as possible, and at least prior to the employee's schedule start time, if possible. When an employees' sick leave exceeds three (3) consecutively scheduled workdays, or when abuse or misuse of sick leave is suspected, or when there is a need to verify one's fitness for duty, management may require a signed physician's certificate that

includes the dates of illness and a basic statement of the medical condition on which the absence was based.

Section 7. Effective January 1, 2013 and thereafter this benefit will be paid in accordance with County Policy and contingent upon approval of the Board of Commissioners. Employees having more than thirty-six days of accumulated sick leave, may sell back to the County all days in excess of thirty-six days, not to exceed twenty days per year. If paid, the total number of days sold, will reduce the number of days an employee will be reimbursed for unused sick leave upon retirement and the total number of sick days an employee may accrue.

Section 8. An employee may use up to ten (10) sick leave days each year for the illness of a spouse or children. However, an employee utilizing the leave will be requested to furnish proof of said illness.

Section 9. Paid sick leave hours shall not be included for the purpose of calculating overtime.

ARTICLE 30– WORKERS’ COMPENSATION

Section 1. An employee who is injured on the job must immediately upon notice of the injury complete a workers’ compensation injury report and shall immediately provide the same to his/her department head. The employee shall receive a copy of the report which shall indicate the date on which the report was received by the department head. Within twenty-one (21) days from the date the injury was reported, the County or its designee shall issue a determination as to compensability in accordance with the Pennsylvania Workers Compensation Act and/or Heart and Lung Act, if applicable.

Section 2. Full time employees who are injured on the job shall be compensated for their daily/weekly net pay for any period of disability (waiting period) that is not payable in accordance with the Pennsylvania Workers Compensation Act, providing a County designated physician has issued an “unable to return to work” restriction and that the inability to return to work is due to a compensable injury. The “waiting period pay” shall not exceed 14 days. Thereafter, benefits due to the injured worker will be paid pursuant to the applicable Act.

Section 3. Employees who receive workers compensation benefits shall have the healthcare insurance options that are in effect at the time of the injury/illness continued in accordance with the County’s FMLA Policy and Workers Compensation Act and/or Heart and Lung Act, if applicable.

ARTICLE 31 – BEREAVEMENT LEAVE

Section 1. Full time employees are authorized a maximum of five (5) consecutive bereavement leave days with pay for death of members of the immediate family – husband, wife, parent or stepparent, child including step-child or foster child, brother or step-brother,

sister or step-sister, grandparent and grandchild or a member of the family residing in the household for a period six (6) months or more.

Section 2. Two (2) days bereavement leave with pay are authorized for full time employees upon the death of mother-in-law or father-in-law, provided the employee is residing with the appropriate spouse or other family members who have resided in the household less than six (6) months.

Section 3. It will be the responsibility of the employee to present proof and verification of such death and family relationship and date and location of funeral to the County upon request.

Section 4. Employees will be permitted reasonable time off work without pay for other deaths in family, or when extensive travel is involved. Employees may utilize personal days, compensatory time, vacation days or sick days for such purpose. Time off under this section is subject to the approval of the department head.

Section 5. Definition of Stepparent: Stepparent is defined as the current spouse by ceremonial matrimony of a biological or adoptive parent. Provided however, in the event that the employee can demonstrate that a stepparent raised the employee and lived with the employee for a significant period of time during the employee's childhood and adolescence "in loco parents," then the employee may request the four (4) or five (5) day leave benefit, a request that will not be unreasonably denied.

ARTICLE 32 – MILITARY LEAVE

Section 1. Employees enlisting or entering the military service of the United States shall be granted all rights and privileges provided by applicable law.

Section 2. During periods of training or active duty in the military reserves or National Guard, the County will maintain the health insurance coverage for the employee and/or his/her eligible dependents until such time they become eligible for CHAMPUS or other military dependent health insurance programs. Additionally, the County will reimburse employees for co-pay provisions or other uncovered options in the military dependent health insurance programs up to the amount that would normally be covered under the County's health insurance plans. The employee or his/her dependents will be responsible to provide the necessary receipts or documentation to verify the claims. Benefits under this section will be provided for one year.

Section 3. The County will compensate employees in the military reserves or National Guard the difference between their military pay and the weekly pay they would receive if they were working for the County on those days. The County will only compensate employees for actual lost days of work for annual training, not to exceed fifteen (15) days per year.

Section 4. Employees must submit their annual drill schedule to the County within a timely manner after receipt.

Section 5. Full-time employees in military reserves or the National Guard who are ordered to active duty for a period of no less than one (1) month, shall for the period of such active duty, but not to exceed twelve (12) months, continue to receive the difference between their military pay and their base weekly wages from the County as if they were working their regular schedule with the County.

ARTICLE 33– JURY DUTY

Section 1. All full-time employees called for jury duty will receive the difference between their regular daily rate of pay and the actual payment received for jury service, for each day of jury duty. Employees may be required to submit the compensation voucher from the Court showing payment.

Section 2. Employees selected for jury duty will not be required to report to work unless they have at least eight (8) hours off between the jury duty and the beginning or end of their regular shift.

Section 3. Jury duty shall be considered time worked for the purpose of calculating daily and weekly overtime.

ARTICLE 34– PERSONAL LEAVE

Section 1. Employees hired prior to January 1, 1995 and all employees regardless of hire date who have ten (10) or more years' service with the County shall be eligible for up to 48 personal leave hours annually. Employees will be credited with 2.2858 hours per pay period beginning on pay period two and ending on pay period 22. Employees who do not have ten (10) years of service shall be eligible for up to thirty-two (32) personal leave hours annually. Those employees will be credited with 1.5239 hour per pay period beginning with pay period two and ending on pay period 22. Full-time employees hired on or after January 1, 2019 will earn twenty-four (24) personal leave hours each year during the course of their employment at the rate of 1.1429 hours per pay. Part-time employees will earn eight (8) personal leave hours for every 700 hours worked.

Section 2. Personal leave days shall be granted on a first-come, first-serve basis to employees who submit a request at least 24 hours prior to their scheduled shift. In the event of an emergency, personal leave may be scheduled with less than 24 hours' notice. In such case, documentation of the emergency may be required.

Section 3. Representatives of the County will meet with representatives of the Union to discuss the rules governing the use of personal leave. The County's personal leave policy shall be communicated to all bargaining unit employees. It is understood and agreed that personal leave may be restricted by the department head during "court weeks".

Section 4. Employees must use all personal leave days by the end of pay period (1) one of the following year or the time will be forfeited. Employees who have had their scheduled personal leave days denied after November 15th will be paid for the time.

Section 5. Paid personal leave time shall be considered time worked for the purpose of computing overtime.

Section 6. Personal leave may be used by the hour as in the past.

Section 7. Effective January 1, 2004, part-time employees who work 425 hours or more during a calendar quarter will be credited with six (6) hours of personal leave time.

Time worked means actual worked as well as paid personal leave and vacation. For part-time clerks and tipstaves, time worked includes the four (4) hour minimum set forth in Article 39, Section 8 of this Agreement.

ARTICLE 35 – VACATIONS

Section 1. Full-time employees hired prior to January 1, 1995, or who have ten (10) or more years of service with the County will earn vacation time with pay in accordance with the following schedule:

Months of Service	Total hours Earned/Yr
0-24	96
25-60	128
61-120	168
121-180	192
181-228	216
229-288	240
Over 288	280

Full-time employees hired between January 1, 1995 and December 31, 2018 will earn vacation time with pay in accordance with the following schedule:

Months of Service	Total Hours Earned/Yr
0-24	72
25-60	96
61-120	120
121+	Shall be paid in accord with the chart applicable to employees hired prior to 1/1/95

Full-time employees hired on or after January 1, 2019 will earn vacation time with pay in accordance with the following schedule during the course of his/her employment:

Months of Service	Total Hours Earned/Yr
0-24	72
25-60	96
61-20	120
121+	192

Part-time employees will earn eight (8) hours of vacation for every 175 hours worked.

Section 2. Upon completion of 180 days of employment, an employee may anticipate annual vacation leave that is expected to be earned to the end of the calendar year. If the employee leaves employment before earning the anticipated time used, the time will be

deducted from the employee's last payroll check or pension distribution in accordance with County Policy.

Section 3. During the month of January, employees will be canvassed to select vacation days/weeks for the calendar year. Where two or more employees' desire vacation at the same time, and the County decides that it cannot grant all requests, seniority will be the deciding factor. Employees who opt not to select vacation in January may schedule vacation on a first come, first serve basis on the available dates that remain. Once an employee selects on this basis and is approved for the time off, the employee may not be bumped by another employee. Except during court weeks, and with the approval of the supervisor, vacation time may be used in minimum increments of one (1) hour.

Section 4. If an employee who previously scheduled vacation cancels the scheduled vacation, that vacation day(s) shall be available for other employees.

Section 5. Upon separation, an employee shall receive payment for all earned, accumulated and unused vacation time.

Employees hired on or after January 1, 2019 upon separation with minimum 2 weeks' notice, will be paid for all accrued and unused vacation time at the employee's current rate of pay. Vacation may not be used to extend employee's last day of work. The notice requirement may be waived at the discretion of the County in unusual circumstances where notice would not be possible.

Section 6. Vacation time shall be counted as time worked toward computation of daily and weekly overtime.

Section 7. Full-time employees hired before January 1, 2019 can accrue and carry over a maximum of one hundred sixty (160) hours of unused vacation leave time into the next calendar year. An employee will lose all unused hours in excess of the maximum carry over if not used by the end of pay period one (1) of the following year. Vacation leave taken after pay period one (1) will be charged against the current calendar year.

Full-time employees hired on or after January 1, 2019 may accumulate and carry over a maximum of one hundred twenty (120) hours of unused vacation leave time into the next calendar year. An employee will lose all unused hours in excess of the maximum carry over if not used by the end of pay period one (1) of the following year. Vacation leave taken after pay period one (1) will be charged against the current calendar year.

Section 8. Vacation is earned at the appropriate rate under the schedule for each pay period an employee is in a compensable status, except for a 27th pay period when such occurs.

ARTICLE 36 – HOLIDAYS

Section 1. The following holidays shall be observed as paid holidays:

New Year's Day

Memorial Day

Veteran's Day

Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day After Thanksgiving
Christmas Day		

Section 2. All full-time employees shall be entitled to the above holidays and shall be paid eight hours pay for each holiday, providing the employee worked the day before and after the holiday, unless the absence was an approved vacation or personal day, or unless the absence was an extended illness of three consecutive days or more or unless the illness is verified with a doctor's certificate.

Section 3. Employees will be paid at the rate of 1 ½ times their hourly wage, in addition to the holiday pay for all hours worked on the holiday.

Section 4. Holidays shall be counted as hours worked in the computation of weekly overtime.

Section 5. (a) If the Court House or other County owned facility in which bargaining unit employees are housed is closed due to weather or other emergencies, employees affected by such closure shall be compensated for all lost work at their appropriate rate of pay. Such time shall not be counted as hours worked in the computation of weekly overtime.

(b) If the Court House or other County owned facilities in which bargaining unit employees are housed remain open, but the Board of Commissioners declare a "liberal leave event" because of weather conditions or another emergency, employees will be compensated in accordance with the County's Liberal Leave Policy.

Section 6. Part-time employees will be paid holiday pay for any of the above listed holidays if they worked more than 425 hours during the 13 weeks preceding the holiday. "Time worked" means time actually worked, as well as paid personal leave and vacation. For part-time clerks and tipstaves, time worked includes the four (4) hour minimum set forth in Article 39, Section 8 of this Agreement.

Section 7. Holidays will be scheduled in accordance with the Court's calendar. The Court's calendar shall be published prior to the start of the new calendar year. Copies of the Court's calendar will be available to employees.

ARTICLE 37 – INSURANCE BENEFITS

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 children healthcare insurance as described below.

Effective January 1, 2022, the County will continue to offer eligible employees covered by this Agreement medical and hospitalization, prescription, dental, and vision insurance coverage as currently provided with the same cost-sharing requirements as provided in the Dauphin County Open Enrollment Benefit Guide. 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 open enrollment in each year, employees will be able to select one of the three healthcare plans below. 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		
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		

Effective January 1, 2024, 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 in 2024 and 2025. The County contribution to the Health Savings Account shall be in an amount set by the County Commissioners in 2024 and 2025 for all County employees.

Effective January 1, 2023, 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 in 2024 and 2025.

The spousal surcharge shall be \$130 per month following the effective date of this Award and shall be as set forth in the County Open Enrollment Guide for each subsequent year of the agreement. 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.

If a bargaining unit employee who has selected the HDHP with single employee coverage has deductible costs in excess of Fourteen Hundred Fifteen Dollars (\$1415.00) in 2023, the employee will be reimbursed such costs provided that the employee provides written evidence that the costs have been paid by the employee. If a bargaining unit employee who has selected the HDHP with any coverage level other than single has deductible costs in excess of Two Thousand Eight Hundred Thirty Dollars (\$2830.00) in 2023, the employee will be reimbursed such costs provided that the employee provides written evidence that the costs have been paid by the employee. Employees shall have until January 31, 2023 to seek reimbursement of the deductible costs outlined in this paragraph. The parties acknowledge and agree that the deductible cost reimbursements described in this paragraph shall be subject to applicable taxes and withholdings.

Section 2. After sixty (60) calendar days (effective the first day of the month after the completion of sixty (60) calendar days) of employment, the County shall provide each full-time employee and qualified part-time employees, with County paid term life insurance which shall equal 150% of the employee's annual income, rounded to the next highest thousand dollars. The maximum benefit shall be \$65,000. The County will not be responsible for taxes incurred for amounts over \$50,000.00.

Section 3. Full time employees that are out on Family and Medical Leave Act (FMLA) leave shall be eligible for benefits as provided in the Dauphin County Family and Medical Leave Act (FMLA) Policy/Procedure that is incorporated into this Agreement by reference.

Section 4. 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.

Section 5. The County provides ~~two~~ three options for employees to OPT-OUT of medical insurance coverage:

1. An employee may opt-out of coverage (health and prescription) for himself/herself and family and receive \$2,400.00 annually paid in two increments of \$1,200.00 in June and in December; OR
2. An employee can enroll into health and prescription insurance at the single coverage level and waive the coverage for his/her dependents and receive an opt-out amount of \$1,800.00 annually in two increments of \$900.00 in June and in December; OR
3. An employee that has family coverage may opt-out of family coverage and enroll into two-party coverage and receive \$1,500.00 annually paid in two increments of \$750.00 in June and December.

Employees choosing either option are required to complete the Medical/Prescription Opt-Out Verification Form in order to be eligible for payment.

Section 6. Upon retirement under the County Pension Plan, at age 55 or more, full-time employees who meet the below listed requirements will receive health insurance benefits through the County for themselves and their spouse as reflected below. The health insurance benefits will be the same insurance benefits that are provided by the County for full-time employees (MM/Hospitalization/Prescription/Eye and Dental).

1. Employees working in the bargaining unit at the time of retirement who have completed at least 20 years of service with the County and have worked at least five (5) years as an employee of the court related bargaining unit will be eligible for one hundred (100) percent (premium) paid insurance until December 31, 2008. Effective January 1, 2009, the County's contribution after one (1) year (the first twelve (12) months) will be limited to seventy percent (70%) of the premium cost, with the retiree to pay the remaining thirty percent (30%) of the premium cost.
2. Employees working in the bargaining unit at the time of retirement who complete at least 15 years of service with the County and have worked at least five (5) years as an employee of the court related bargaining unit will be eligible for 50 percent (premium) paid insurance beginning with year one (1).
3. To be eligible, employees must be receiving the County's health insurance benefit(s) at the time of retirement.

4. The insurance benefits will continue for ten (10) years from the date of retirement, with the following exceptions:
 - a. The insurance benefits will end when the employee or spouse becomes eligible for Medicare. The coverage continues for the employee or spouse who is not eligible for Medicare at that time.
 - b. In the case of an employee or spouse who is paying 50% of the premium, the insurance benefit will end if he/she fails to make the required payment. The benefit can be reinstated during the following enrollment period.
 - c. The benefit will end if the employee or spouse becomes eligible for insurance coverage with another employer, provided that insurance coverage is relatively equal to the County's insurance and further provided that the employee's (or spouse's) cost for such insurance does not exceed 30 percent of the total premium cost. The benefit can be reinstated if the employment status or insurance eligibility status of the employee or spouse subsequently changes.

Section 7. Upon retirement, employees who have completed ten 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 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 benefits(s).

Section 8. The benefit set forth in Section 7 above is not available to employees hired on or after January 1, 2012.

ARTICLE 38– PENSION

Section 1. The Pension Fund is governed by Act 96 of 1971 and is administered by the Dauphin County Retirement Board.

Section 2. By State and County regulations, a mandatory minimum contribution of five percent (5%) of the employee's salary will be applied to the County Pension Fund for new employees hired after the starting date of this Agreement. Employees may be governed by another percentage under previous State regulations depending on their date of hire.

Section 3. The benefits relative to retirement shall automatically be amended if the Commissioners should adopt the early retirement benefit recently offered by the Legislature of the State of Pennsylvania.

Section 4. Employees hired on or after October 11, 2022 shall be placed in the 1/80 pension class. Current employees prior to October 11, 2022, shall remain in their current pension class of 1/60.

ARTICLE 39– WAGES

Section 1. Effective with the first full pay period in January of each year, bargaining unit employees shall receive the following yearly increases:

2022: \$2.50	2024: 2.95%
2023: 2.95%	2025: 2.95%

Any bargaining unit employee whose base wage rate is below \$15.00 per hour after application of the January 2022 wage increases, including the applicable Cost of Living Adjustment increase, shall receive a base wage rate of \$15.00 per hour effective with the first full pay period in January 2022; provided that this provision shall not apply to part time tip staff. Retroactive wage increases are retroactive to the first pay period in 2022 or date of hire, whichever is later. Employees who resigned, retired or transferred out of the bargaining unit before the effective date of this Award will receive their retroactive wage adjustment up to the date of their resignation, retirement or transfer. Employees terminated for cause are not eligible to receive the retroactive wage adjustment.

Effective the first pay period January 1, 20122 the starting rate for all bargaining unit job classifications shall be increased by \$2.50 per hour. Effective with the first pay period in January of 2022, the starting wage rate for all full time bargaining unit positions shall receive either the \$2.50 per hour increase noted above or shall move to a minimum of \$15.00, whichever is greater.

Effective February 20, 2023, the starting wage rate for full time and part-time Deputy Sheriffs shall be increased to \$24.39.

Effective the first pay period after July 1, 2022, all bargaining unit employees shall receive a wage increase of \$.50 per hour.

Effective the first pay period in January 2023, all bargaining unit employees shall receive a wage increase of \$.50 per hour, which shall be added after the yearly increase set forth above.

Effective February 20, 2023, Deputy Sheriffs, Corporals and Sergeants shall receive a wage increase of \$5.00 per hour.

Effective the first pay period after July 1, 2023, all bargaining unit employees shall receive a wage increase of \$.50 per hour.

Effective the first pay period in January 2024, all bargaining unit employees shall receive a wage increase of \$.55 per hour, which shall be added after the yearly increase set forth above.

Effective the first pay period after July 1, 2024, all bargaining unit employees shall receive a wage increase of \$.55 per hour.

Effective the first pay period in January 2025, all bargaining unit employees shall receive a wage increase of \$.60 per hour, which shall be added after the yearly increase set forth above.

Effective the first pay period after July 1, 2025, all bargaining unit employees shall receive a wage increase of \$.60 per hour.

Section 2. Employees who begin a scheduled shift on or after 1:00 PM, but prior to 7:00 AM on Monday through Thursday will be paid an additional \$.50 cents per hour.

Section 3. The policy of paying "Court Pay" will continue for bargaining unit employees who work in the Clerk of Courts Office. Effective January 1, 2015, employees in the Clerk of Court will be paid \$50.00 for a five-day week and \$75.00 for a six day week. Employees who are late for work will lose a pro-rata share of court pay (minimum \$2.00) for any day on which they are late for work during court week.

Section 4.

Section 4. Employees whose job assignment requires that they perform bilingual translating will be paid an annual lump sum payment, after the employee has his/her language proficiency assessed pursuant to the Unified Judicial System's Bilingual Employee Policy. The payment will be pro-rated on a monthly basis for employees who do not work a full year. Effective January 1, 2022, these annual lump sum payment will be \$400.

Section 5. The on-call period for deputy sheriffs and the Domestic Violence Coordinator and the Child Abuse Coordinator in the District Attorney's office who are assigned on-call duty will be seven (7) days, running from 10:00 p.m. on Monday to 7:59 a.m. the following Monday. Employees will be paid sixteen (16) hours pay at their base straight time hourly rate of pay as compensation for the seven (7) day in-call period. On-call (not working) time will not count as hours worked for overtime pay calculation purposes. Employees who are recalled to work (duty) shall be paid no less than four (4) hours straight time pay or the actual time worked at the premium rate of pay provided by Article 5, Section 3, whichever is greater. This section will also apply to each subsequent occurrence where an employee is called out after notifying the dispatcher of their off-duty (on-call) status. Hours worked in conjunction with an employee's regular scheduled shift will be subject to the premium pay provisions of Article 5, Section 3. Eligibility for any payment under this section requires that the employee must be available for on-call duty a minimum of four (4) days during the required seven (7) day on-call period.

Section 6. Employees will be reimbursed for long distance telephone call expense actually incurred while working on-call duty.

Section 7. Court Clerks and Tipstaves will be paid for actual hours worked each day. Parking will be provided as per the current practice.

Section 8. K-9 officers in the Sheriff's Department shall be paid an additional \$100.00 per pay period for duties associated with care of the dog after hours.

Section 9. Effective with the first full pay period in January 2022, all paychecks will be distributed through direct deposit.

ARTICLE 40 – COST OF LIVING

Section 1. Effective January 1, 2007, and each January thereafter, a comparison of the CPI-U (Consumer Price Index – Urban Consumers) for all U.S. Cities, as released by the U.S. Bureau of Labor Statistics, will be made, comparing January of the current year with January of the previous Year. If the increase in the CPI-U for January of the current year exceeds the CPI-U for January of the previous year by five percent (5%), each members' base salary will be permanently increased by the amount of change over five percent (5%), retroactive to January of that particular year. This increase is in addition to any other previously agreed increases in the base salary. Under no circumstances will any base salaries be reduced under this Section.

Section 2. The method of determining the percentage of increase (change) in the CPI will be as follows: Current CPI (CPI for January in current year) less the base CPI (CPI for January in prior year), divided by the base CPI (CPI for January in the prior year), multiplied by 100 equals the percentage (%) of increase in CPI-U.

EXAMPLE: If the CPI-U on January of 2007 is 140 and the CPI-U in January of 2006 was 130, the percentage of increase would be as follows: $140 - (\text{minus}) 130 / \text{divided } 130 \times (\text{times}) 100 = 7.69\%$; therefor, all base salaries for 2007 would be increased 7.69% less 5% or 2.69%, retroactive to January 1, 2007. If the CPI-U January of 2007 is 145 and the CPI-U in January of 2006 was 140, the percentage of increase would be as follows: $145 - (\text{minus}) 140 / \text{divided } 140 \times (\text{times}) 100 = 3.57\%$ which is less than 5%, so there would be no increase in base salary.

ARTICLE 41– DEFINITIONS

Section 1. As used in this Agreement, the following terms shall have the meaning as follows:

“ACT”	Public Employee Relations Act, Act of the General Assembly of the Commonwealth of Pennsylvania, No. 195, July 23, 1970.
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“EMPLOYEE” Any individual employed by the County and included in the unit certification.

“COUNTY” County of Dauphin.

“UNION” Teamsters Local Union No. 776.

“WORKING DAYS” Monday through Friday, excluding holidays.

“EMERGENCY” Emergency shall be defined as follows: “A sudden, urgent, unforeseen occurrence or occasion requiring immediate action.” An emergency may be declared by the County Commissioners or their authorized representative, upon any of the following occurrences: fire or natural disaster, or such other events as meet the above definition.

ARTICLE 42 – TERM OF AGREEMENT

Section 1. This Agreement shall be effective on January 1, 2022 and will continue in full force until December 31, 2025. 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 established under the Public Employees Relations Act.

TEAMSTERS COURT-RELATED NON-PROFESSIONAL
STARTING WAGE RATES

2022 – 2025

GEMS LEVEL	STARTING RATE	POSITIONS
9331	\$12.49	Tipstaff
9332	\$15.00	Clerk I, Receptionist/Typist; Court Liaison (DA); Microfilm Clerk (Reg. of Wills)
9333	\$15.00	Clerk II
9334	\$15.86	Clerk III
9335	\$17.23	Legal Stenographer; Court Clerk
9336	\$18.73	Administrative Assistant I; Jury Investigator
9346	\$19.39 \$24.39*	Full-time Deputy Sheriff; Part-time Deputy Sheriff
9337	\$20.41	Paralegal I; Administrative Assistant II; Senior Lead Deputy Sheriff, Victim/Witness Coordinator; Public Defender's Investigator; Evidence Coordinator (CID)
9367	\$20.59	Corporal (Sheriff's Office);
9338	\$21.47	Paralegal II; Deputy Coroner
9339	\$22.24	Child Abuse Prosecution Coordinator; Domestic Violence Coordinator; DUI Diversion Coordinator; Asset Forfeiture Coordinator
9377	\$21.59	Sergeants (Sheriff Office)

*Effective February 20th_, 2023.

PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF ACT 195
INTEREST ARBITRATION BETWEEN

Case No. PERA-A-21-100-E

TEAMSTERS LOCAL 776

and

COUNTY OF DAUPHIN

BEFORE:

Robert Gifford, Impartial Arbitrator

Irwin W. Aronson, Partial Arbitrator
Appointed by Teamsters Local 776

Adam L. Santucci, Partial Arbitrator
Appointed by Dauphin County and the
Dauphin County Correctional Facility

FORWARD

The undersigned arbitrators were appointed pursuant to Section 806 of the Public Employee Relations Act, Act of July 23, 1970, P.L. 563 ("Act 195"), as amended, 43 P.S. 1101.806. An Arbitration hearing was held on February 25, 2022, during which the Panel heard the testimony of several witnesses and accepted exhibits into the record. Both parties were provided with opportunities to present evidence and cross-examine witnesses. Executive Sessions were held on March 7, 2022, March 17, 2022, March 28, 2022, and October 7, 2022. It is noted that the Panel made great efforts to reach an Award from this matter from the outset, but given the uncertainty of the current economic climate, this process was more arduous than anticipated.

The Panel has carefully considered the parties' contract proposals and the evidence in support of them. The Panel may not have been in unanimous accord on each and every issue. However, in light of the testimony and evidence, the Panel issues the following Award:

1. ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is defined as a dispute between the parties involving the application, meaning, or interpretation of a part of this Agreement that involves economic matters. A grievance does not include any dispute relating to the authority of the Court or other county officers to hire, fire or supervise employees

STEP 1. The employee, accompanied by the Union shop steward if so desired, shall attempt to resolve grievable matters through discussion with the Department Head or his/her designee. The Department Head (or designee) shall cooperate to the fullest extent to meet, discuss and resolve these matters.

STEP 2. If the matter cannot be resolved in Step 1 above, the employee may present a written grievance to the Human Resources Director. Grievances must be presented no later than fourteen (14) calendar days after the occurrence of the incident, with the appropriate copies forwarded to the Union. **The Union Business Agent and the Director of Human Resources or his/her designee will meet in an attempt to resolve the matter within fourteen (14) days of the filing of the grievance. All parties will have the opportunity to present the facts, call upon witnesses and review pertinent documents, statements or correspondence. The Director of Human Resources or his/her designee will provide a written response within fourteen (14) days following this meeting.**

~~The Human Resources Director or his/her designee shall attempt to resolve the matter or shall submit a written decision to the employee, detailing the reasons for the County's decision, within fourteen (14) calendar days of receipt of the grievance. A copy of that decision shall be promptly forwarded to the Union via U.S. Mail or hand delivered.~~

~~STEP 3. If the grievance cannot be settled in the above Steps, the Union Business Agent and the Director of Human Resources or his/her designee, will meet in an attempt to resolve the matter within fourteen (14) days of the issuance of the decision in Step 2. All parties will have the opportunity to present the facts, call upon witnesses and review pertinent documents, statements or correspondence. The Director of Human Resources or his/her designee will provide a written response within fourteen (14) days following this meeting.~~

STEP 43. If the grievance cannot be settled in the above Steps, the matter will be submitted to a panel or grievance mediators consisting of the following:

(1) Union Mediator, (1) County Mediator, (1) neutral mediator.

The party wishing to move the matter to mediation must file a proper request for mediation within fourteen (14) days from the date the decision in Step 32 is issued.

Section 2. The mediator will be from a list provided by the Bureau of Mediation unless mutually agreed upon by the Union and the County. Either party shall have the right to bypass the mediation step and submit the matter directly to binding arbitration.

2. ARTICLE 20 - HEALTH AND WELFARE

Section 2. The County will provide body armor to all Sheriffs Deputies, **corporals, sergeants** and investigators **as well as Deputy Coroners**. The body armor will be replaced promptly in accordance with manufacturer's specifications.

3. ARTICLE 24 - TRAINING PROGRAMS

Section 4. Sheriff Deputies **and Deputy Coroners** who attain EMT **or higher (Paramedic, Pre-hospital nurse or Physician)** certifications shall receive a stipend of \$550.00 per year payable with the first pay in February of each year with valid certification.

New Section 5. Coroner's Certifications. Effective January 1, 2023, Deputy Coroners who earn a qualification from the Board of Medicolegal Death Investigators will receive a stipend of \$550.00 per year payable with the first pay in February of each year.

4. ARTICLE 25 – TRAVEL EXPENSE/MISCELLANEOUS EXPENSES

ALL REQUIRED PAYMENTS UNDER THIS ARTICLE, WITH THE EXCEPTION OF THOSE PAID PURSUANT TO SECTION 2, WILL BE BY SEPARATE CHECK.

5. ARTICLE 27 – PARKING

Section 1. 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 County 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. Sheriff deputies shall have priority **over other employees in this bargaining unit** for parking in the HSB parking garage as spaces become 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.

Section 2. 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:

2019: \$75.00 — 2020: \$80.00 — 2021: \$85.00

2022*: \$75.00

2023: \$80.00

2024: Rate established for non-union County employees

2025: Rate established for non-union County employees

***Beginning on the next parking pay date following the issuance of the Award.**

Section 3. Employees who are not assigned to work in downtown Harrisburg but are required to attend Court or go to County buildings located downtown on an intermittent basis will be provided with a parking pass to use when required to conduct business in those locations. If a parking pass is not available, the employee may submit a signed parking receipt for HSB garage to cover the parking costs.

Section 4. **Employees who have parking in the HSB garage will have their parking amounts automatically deducted monthly from their paychecks.**

6. ARTICLE 37 – INSURANCE BENEFITS

Replace Section 1 in its entirety with the following:

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 children healthcare insurance as described below.

Effective January 1, 2022, the County will continue to offer eligible employees covered by this Agreement medical and hospitalization, prescription, dental, and vision insurance coverage as currently provided with the same cost-sharing requirements as provided in the Dauphin County Open Enrollment Benefit Guide. 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 open enrollment in each year, employees will be able to select one of the three healthcare plans below. 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 \$1400/\$2800 (\$600.00/\$1200.00)		
Coverage Level	Employee Monthly Contributions	Per Pay
Single	\$45.00	\$20.77
EE + Spouse	\$90.00	\$41.54
EE + Child	\$90.00	\$41.54
EE + Children	\$135.00	\$62.31
Family	\$135.00	\$62.31
Includes \$800.00/\$1600.00 County Contribution to HSA		

Effective January 1, 2024, 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 in 2024 and 2025. The County contribution to the Health Savings Account shall be in an amount set by the County Commissioners in 2024 and 2025 for all County employees.

Effective January 1, 2023, 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 in 2024 and 2025.

The spousal surcharge shall be \$130 per month following the effective date of this Award and shall be as set forth in the County Open Enrollment Guide for each subsequent year of the agreement. 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 3. ~~Full-time employees who are disabled as a result of a non-work-related injury or illness shall receive paid health insurance benefits from the County at its' costs (the employee is required to continue payment of the employee premium share as stated above in Section 1C) for a period of twelve weeks following the last month the employee was on any type of active pay status. Thereafter, benefits may be purchased through the County at cost in accordance with COBRA regulations.~~ Full-time employees that are out on family and medical leave (FMLA) shall be eligible for benefits as provided in Dauphin County's Family and Medical Leave Act (FMLA) Policy/Procedure that is incorporated into the Agreement by reference.

Section 4. The County shall provide a certificate of life insurance in the amount of five thousand dollars (\$5,000.00) for retired employees who are fifty-five (55) years of age and have completed twenty (20) years of service. The amount of life insurance for employees who retire after January 1, 2008 will be \$7,500. Effective January 1, 2016 the amount of life insurance will be 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.

7. ARTICLE 38- PENSION

New Section 4. Employees hired on or after the date of this Award 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.

8. ARTICLE 39- WAGES

Section 1. Effective with the first full pay period in January of each year, bargaining unit employees shall receive the following yearly increases:

2022: \$2.50	2024: 2.95%
2023: 2.95%	2025: 2.95%

Any bargaining unit employee whose base wage rate is below \$15.00 per hour after the application of the January 2022 wage increases, including the any applicable Cost of Living Adjustment increase, shall receive a base wage rate of \$15.00 per hour effective with the first full pay period in January of 2022; provided that this provision shall not apply to part time tip staff. Retroactive wage increases are retroactive to the first pay period in 2022 or date of hire, whichever is later. Employees who resigned, retired or transferred out of the bargaining unit before the effective date of this Award will receive their retroactive wage adjustment up to

the date of their resignation, retirement or transfer. Employees terminated for cause are not eligible to receive the retroactive wage adjustment.

Effective the first pay period in **January 2022**, the starting rate for all bargaining unit job classifications shall be increased by **\$2.50 per hour**. **Effective with the first pay period in January of 2022, the starting wage rate for all full time bargaining unit positions shall receive either the \$2.50 per hour increase noted above or shall move to a minimum of \$15.00, whichever is greater.**

~~Effective the first pay period following January 1, 2022 all deputies, corporals, sergeants shall receive a 2.7% increase or whichever is greater.~~

Effective the first pay period after July 1, 2022, all bargaining unit employees shall receive a wage increase of \$.50 per hour.

Effective the first pay period in January 2023, all bargaining unit employees shall receive a wage increase of \$.50 per hour, which shall be added after the yearly increase set forth above.

Effective the first pay period after July 1, 2023, all bargaining unit employees shall receive a wage increase of \$.50 per hour.

Effective the first pay period in January 2024, all bargaining unit employees shall receive a wage increase of \$.55 per hour, which shall be added after the yearly increase set forth above.

Effective the first pay period after July 1, 2024, all bargaining unit employees shall receive a wage increase of \$.55 per hour.

Effective the first pay period in January 2025, all bargaining unit employees shall receive a wage increase of \$.60 per hour, which shall be added after the yearly increase set forth above.

Effective the first pay period after July 1, 2025, all bargaining unit employees shall receive a wage increase of \$.60 per hour.

~~The first pay period following April 1, 2019 the starting rate for part-time deputy sheriffs shall increase by \$0.50 per hour to \$16.89 per hour.~~

~~Effective the first full pay period in January of each subsequent year, deputy sheriffs, corporals and sergeants shall receive the same increases as the rest of the bargaining unit.~~

Section 4. — ~~Part-time sheriff deputies who work 425 hours per quarter in two payroll quarters during a prior calendar year shall be increased to a range 6 throughout the following calendar year provided they remain employed by the County. "Time worked" means time actually worked, as well as paid personal leave and vacation. For part-time clerks and tipstaves, time worked includes the four (4) hour minimum set forth in Article 40, Section 8 of this Agreement.~~

Section 5. Employees whose job assignment requires that they perform bilingual translating will be paid an annual lump sum payment, **after the employee has his/her language proficiency assessed pursuant to the Unified Judicial System's Bilingual Employee Policy.** Employees

~~whose job assignment requires that they perform bilingual translating and transcribing will be paid an annual lump sum payment. Such payments shall be paid annually in January. The payments will be pro-rated on a monthly basis for employees who do not work a full year. Effective January 1, 2018~~2022, these annual lump sum payment will be \$400/\$550 respectively.

New Section 9. K-9 officers in the Sheriff's Department shall be paid an additional \$100.00 per pay period for duties associated with care of the dog after hours.

New Section 10. Effective with the first full pay period in January 2022, all paychecks will be distributed through direct deposit.

9. Incentive Programs

The Panel will retain jurisdiction over the subject addressed in the MOA dated 8/26/22 between the County and IBT 776 (Correctional Officers/Sergeants/Maintenance/Records Officers) with respect to incentive programs.

10. Article 49 Termination


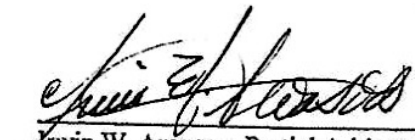
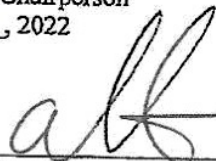
Section 1. This Agreement shall be effective on January 1, ~~2022~~18 and will continue in full force until December 31, ~~2025~~21. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the PA Public Employee Relations Act.

Section 2. ~~— All wage increases of this Agreement shall be retroactive to the first full pay period of January, 2018. All other benefits become effective with the signing of the Contract, unless otherwise noted. Dauphin County and Local Union 776 agree that all wages associated with this agreement shall be retroactive to January 1, 2022. All other benefits shall be effective on the dates indicated.~~

CONCLUSION

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

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


Robert Gifford
Impartial Arbitrator and Chairperson
Dated: October 11, 2022
Irwin W. Aronson, Partial Arbitrator
Appointed by Teamsters Local 776
See appended Partial Dissent and Comments of
Union Partial Panel Member Irwin W. Aronson
Adam L. Santucci, Partial Arbitrator
Appointed by County of Dauphin

I respectfully dissent to Paragraph 9 of the Award, because the panel lacks the authority to retain jurisdiction over a matter to which it never had jurisdiction.

PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF ACT 195
INTEREST ARBITRATION BETWEEN

Case No. PERA-A-21-100-E

TEAMSTERS LOCAL 776

and

COUNTY OF DAUPHIN

BEFORE:

Robert Gifford, Impartial Arbitrator

Irwin W. Aronson, Partial Arbitrator

Appointed by Teamsters Local 776

Adam L. Santucci, Partial Arbitrator

Appointed by Dauphin County

PARTIAL DISSENT of UNION PARTIAL ARBITRATOR
IRWIN W. ARONSON

While I concur in, or, at a minimum, do not specifically reject, much of the essence of the Award as adopted today, there are critical items that were the subject of significant Executive Session interaction that are not addressed in the Award and others matters from which I must, respectfully, dissent and/or comment, as follows:

ARTICLE 27—PARKING

SECTION 2. I respectfully dissent from the Award's delegation of the Parking Rates applicable to Bargaining Unit members to the "Rate established for non-union County employees..." for years 2024 and 2025. This is a term or condition of employment that is not appropriately stripped from bargaining or delegated exclusively to management and management's sole and exclusive discretion; it is appropriate for the Panel to set a specific parking rate for the entire duration of the Award.

ARTICLE 38—PENSION

This Panel Member believes that the County failed to offer substantial evidence justifying the imposition of this diminution of retirement benefits for future hires and its establishment of a two-tiered retirement system for Bargaining Unit members.

ARTICLE 39—WAGES

This Panel Member respectfully dissents from the Award's failure to address wage related matters in two essential areas. First, the Award fails to fully and fairly address the relative disparity in starting pay and rates of pay for Uniformed Bargaining Unit members in comparison to those of other Pennsylvania Counties of substantially similar size and Pennsylvania County Code Classification. Dauphin County has an extraordinary personnel recruitment and retention problem in these Bargaining Unit job classifications that results in chronic understaffing and compromised safety of an alarming dimension; this matter should have been addressed by the Majority of the Panel and, at least, be the subject of a pathway to resolution during the life of the Award. Additionally, with respect to the Uniformed Bargaining Unit Members, the Award should have used the opportunity of the issuance of this Award to establish Career Rates for these Uniformed Classifications just as the County and the Union have with respect to Uniformed Bargaining Unit members in the related Dauphin County Correctional Facility Unit.

I note as well that the Award misses the opportunity, with its issuance, to establish, or at a minimum, retain jurisdiction while directing the Parties to bargain over and establish, starting wage rates for classifications of the various Bargaining Unit job classifications. While the Award makes substantial progress in this regard with the establishment of a minimum wage rate for all Bargaining Unit members, the lack of establishment of a starting wage scale for each present Unit job classification is a failure for all involved and is a basis for future confusion, controversy and unnecessary dispute.

9. INCENTIVE PROGRAMS. This Panel Member notes, and respectfully disagrees with, the dissent of the County's Partial Panel Member regarding Paragraph 9 of the instant Award. The topic was fully discussed by way of Executive Session and document submission and was never the subject of any putative jurisdictional objection during the processing and pendency of this matter. It is a topic that is squarely within the jurisdiction of this Panel and while this Paragraph 9 of the Award does not resolve the issue, it plainly establishes the basis for its future resolution within the confines of the instant proceeding.

Respectfully submitted

By: 

Irwin W. Aronson, Partial Arbitrator

Appointed by Teamsters Local Union 776

October 10, 2022