MEMORANDUM OF UNDERSTANDING

Dauphin County ("County") and AFSCME Council 90 on behalf of Local 2800 representing Dauphin County's Court Appointed Non-Professionals ("Union") have agreed to the following Memorandum of Understanding ("MOU") as it regards relocation expenses.

WHEREAS, it is an exceptionally challenging employee recruitment market at this time;

WHEREAS, specifically, the County has experienced significant challenges in the recruitment and hiring of court reporters, due in part to the highly specialized nature of this role and the lack of NCRA certified programs locally;

WHEREAS, under the circumstances, the County is willing to assist court reporters with certain relocation expenses in an effort to meet these challenges; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth below, and intending to be legally bound, the County and the Union agree as follows:

- 1. Candidates selected for the position of Court Reporter will be eligible for up to Two Thousand Dollars (\$2,000.00) in relocation related expenses.
- 2. Candidates must be relocating from a distance of at least 50 miles from their current residence to be eligible.
- 3. Reimbursement for approved relocation expenses shall be incumbent upon submission, receipt, and approval by the County of appropriate documentation reflecting that such expenses were incurred and paid by the candidate.
- 4. The reimbursement of any such funds pursuant to this MOU will follow applicable IRS tax law and regulations pertaining to taxability of such funds.
- 5. In the event a Court Reporter who has received reimbursement for relocation expenses leaves County employment, for any reason, voluntary or involuntary, within two (2) years from the date of hire, such employee will be required to repay any relocation expense reimbursements back on a prorated basis.
- 6. Accordingly, to be eligible, Court Reporters must authorize the County, in writing, to make payroll deductions from his or her net pay in order to satisfy any debts owed, including a deduction from the final paycheck, up to and including the total amount of the final paycheck. Should a Court Reporter's final payroll check be insufficient to cover the amount of indebtedness, the employee must agree that they shall repay any remaining balance within 10 days of the date of separation from employment.
- 7. This MOU shall be retroactive to May 1st, 2022.

- 8. Either party, the County or the Union, may withdraw from this MOU at any time and for any reason upon providing written 30 days' notice to the other party; provided that a termination of this MOU shall not impact the County's ability to seek reimbursement for any relocation expenses paid pursuant to this MOU.
- 9. This MOU shall not precedent nor prejudice the rights of either party (the County or the Union) with respect to any future matter not expressly addressed herein.

Accepted By:

Nickole Baker-Bodon, AFSCME DC90

Cathy Shiran Cathy Skinner, President, Local 2800

J. Scott Burford, Chief Clerk/Chief of Staff