

**ACT 195 INTEREST
ARBITRATION AWARD AND
AGREEMENT**

BETWEEN

**TEAMSTERS LOCAL 776
HARRISBURG, PENNSYLVANIA**

and

**DAUPHIN COUNTY
(Court Appointed Professionals)
(ADULT/JUVENILE PROBATION AND DOMESTIC RELATIONS)**

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 Union #776, AFL-CIO, of Harrisburg, PA, hereinafter referred to as the "Union," with both the Union and the County recognized as a "Party" and both as the "Parties," 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; and the establishment of rates of pay, hours of work, and other conditions of employment not reserved by law or decisions by the Appellate Courts.

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 and other conditions of employment for all full-time and regular part-time professional employees who are directly involved with and necessary to the functioning of the courts including but not limited to Accountants, Adult Probation Officers 1 and 2, Juvenile Probation Officers 1 and 2 and Domestic Relations Hearing Officers employed by the County as per certification by the Pennsylvania Labor Relations Board, Case No. PERA-R-95-223-E. A copy of the certification shall be attached as a reference addendum to this contract.

ARTICLE 2 – UNION SECURITY

Section 1. Each employee who, on the effective date of this Agreement, is a member of the Union and each employee who becomes a member after that date shall, as a condition of employment, maintain his/her membership in the Union. An employee 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 Union #776, 2552 Jefferson Street, Harrisburg, PA 17110, and to the County.

Section 2. Effective upon completion of thirty (30) calendar days of employment, any individual employed by the County in the unit clarification set forth in Article 1, who does not join the Union, must pay to the Union each month a "fair share" service fee as a contribution toward the administration of this Collective Bargaining Agreement. Fair Share fees shall be established in accordance with existing State law and 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.

Section 3. 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 3 – CHECK-OFF (DUES, CREDIT UNION, DRIVE)

Section 1. Union Dues: The County agrees to deduct the Union membership initiation fees, assessment and once each month, either dues from the pay of those employees who individually request in writing that such deduction be made or fair share. The amount to be deducted shall be certified to the County by the Union, and 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 the dues to the Union must be received by the County payroll department no later than one (1) week prior to the payday from which the deductions are to be taken. A payday schedule will be provided by the County by December 15th of the preceding year. This authorization shall be irrevocable during the term of this Agreement.

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 within thirty (30) days following the end of the calendar month the aggregate deductions of all employees together with an itemized statement to the Credit Union so designated. 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. DRIVE 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 employee 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.

ARTICLE 4 – HOURS OF WORK

Section 1. For economic purposes, the standard workweek for full-time employees will consist of five eight and one-half (8 ½) hour days, or in the case of the Work Release Center, seven (7) twelve (12) hour days in a two (2) week pay period. For economic purposes, full-time employees working a five day cycle will have a workday that consists of seven and one-half (7 ½) hours of work and a one (10 hour paid lunch. Said employees will be paid at straight times rate for the scheduled eight and one-half (8 ½) hour workday and the forty-two and one-half (42 ½) hour workweek. Full time Work

Release Center employees who work two (2) days on; two (2) days off; three (3) days on; two (2) days off; two days on; and three days off will be paid eighty-four (84) hours straight time.*

*This change will be implemented within 60 days of the date of this Award and will not be retroactive. Retroactive wage payments for 2022 as set forth above will be paid based on hours already paid.

Section 2. All employees shall be granted a one (1) hour paid meal period.

Section 3. All employees who report on time for their scheduled shift will receive eight and one half (8 ½) hours guaranteed work or pay, per day, or twelve (12) hours work or pay, depending on the schedule, unless modified by mutual consent.

Section 4. Employees who work on-call will be compensated at the rate of twenty-eight (28) hours of their actual hourly rate for a seven day period that does not include holidays. Employees who are called out to perform duties while on call and employees who are required to work due to an emergency will be compensated at his/her appropriate hourly rate for actual hours worked, but shall receive a minimum of four (4) hours pay. Employees who work on-call on a holiday shall receive the holiday pay and one additional day off. (This provision shall include electronic monitoring). Senior employees may opt-out of on-call rotation provided sufficient employees remain to cover all on-call shifts.

ARTICLE 5 – SENIORITY

Section 1. Seniority is recognized as an employee's combined length of continuous employment with Dauphin County as a full-time or part-time employee within the bargaining unit or work classification. 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 2080 straight time hours worked. Separate work classifications include Adult Probation Officer 1 and 2; Juvenile Probation Officer 1 and 2; Work Release Probation Officer 1 and 2; and Domestic Relations Conference Officer 1 and 2.

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 and updated each month that employees are added to or removed from the list.

ARTICLE 6 – LAYOFF

Section 1. Health insurance benefits in which the employee is enrolled at the time of the layoff shall cease for employees laid off in a reduction in force at the end of the third (3rd) month following the month of layoff. Thereafter, employees may elect to participate in COBRA.

ARTICLE 7 – JOB POSTING

Section 1. Full-time jobs, which become available as a result of resignation, termination, retirement or creation by the Courts or the County, which the employer intends to fill, will be posted for informational purposes. Employees who are interested in such positions may submit a Transfer Application.

Section 2. Shop Stewards shall be provided copies of the postings for jobs and the awards in a timely manner and a copy shall be sent to the Local Union.

ARTICLE 8 – 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 to hire or select employees, discipline or discharge or to supervise employees working for the Court.

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 Deputy Court Administrator for Human Resources. 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 Deputy Court Administrator for Human Resources 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 after receipt of the grievance. A copy of the decision shall be forwarded to the Union via U.S. Mail or hand delivered.

STEP 3. If the matter cannot be resolved 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 thirty (30) 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 for Human Resources or his/her designee will provide a written response within fourteen (14) days following this meeting.

STEP 4. If the grievance cannot be settled in the above Steps, the matter will be submitted to a panel of 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 3 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) calendar 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 the 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 a selection of a single arbitrator within seven (7) calendar days after receipt of 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) calendar 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 the Act 195.

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

Section 7. The time limits into 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, stewards from the department(s) involved in the case, the grievant(s) in the case being heard by the arbitrator, witnesses, 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 9 – WORK RULES

Section 1. During the term of this Agreement the County and the Union will meet and discuss on matters concerning hours of work, terms and conditions of employment in accordance with the Act.

Section 2. A policy/procedure manual of all memos, policies and procedures will be maintained electronically by the department and will be available for review by employees. If a new directive or policy supersedes a previous directive or policy, it should indicate such at the top or in the body of the directive or policy. Moreover, each directive and policy should be dated. Provided however, the failure to place a date or

change disclaimer on the directive or policy shall not render ineffective an otherwise effective directive or policy.

ARTICLE 10 – DISCRIMINATION

Section 1. There shall be no discrimination against any employee because of race/skin color (including ethnicity), sex, including sexual orientation, pregnancy, and gender identity, national origin, religion, age, disability, veteran status, genetic information, political affiliation, and/or Union affiliation.

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 that he/she is being sexually harassed or discriminated against, he/she should report the matter to his/her Union representative, department head or other County representative.

ARTICLE 11 – MAINTENANCE OF STANDARDS

Section 1. Except for those terms specifically defined to the contrary in this Agreement, it is agreed that all economic terms, conditions and standards of work which are in effect at the signing of this Agreement shall remain in effect for the duration of this Agreement.

Section 2. The Union recognizes that the salaries and compensation of all appointed officers and employees who are paid from the county treasury are fixed by 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 in the judges or other County Officers.

ARTICLE 12 – STEWARDS

Section 1. The County recognizes the right of the Union to designate Stewards from the seniority list. The authority of the Stewards so designated by the 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.

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, and shall not hold the Union liable for any unauthorized acts.

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

Section 4. Stewards will be provided necessary time to investigate and process grievances, and participate in contract negotiations without loss of pay or benefits. Stewards must receive permission from their supervisor prior to leaving a job assignment and receive permission from the supervisor in the department or area they are visiting.

ARTICLE 13 – UNION BUSINESS

Section 1. With approval of the Court, in its absolute discretion, Union Business Agents may be permitted to investigate and discuss grievances during working hours, and on the County premises, provided such activity does not interfere with or disrupt the operations of the Courts.

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

ARTICLE 14 – LIE DETECTOR TEST

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

ARTICLE 15 – HEALTH AND SAFETY

Section 1. The County will provide the option to each employee to receive immunization for the Hepatitis B virus, tuberculosis, and other common infectious diseases. The County will pay for the cost of such immunization when it is not paid by the County health insurance plan.

Section 2. The County agrees to provide information and make counseling available to each employee on AIDS, Hepatitis, and any other infectious disease.

Section 3. Testing for AIDS, Hepatitis B, and any other infectious disease shall be provided and paid for by the County at the employee's request, once each year and whenever an employee has come in contact with someone's bodily fluid(s) during the course and scope of his/her employment.

Section 4. Worker and Community Right to Know Act, the Pennsylvania Law 1984-159, provides for information to be made available to employees and community residents regarding hazardous substances introduced into the work place and into the general environment by employers subject to the law. Upon request, the County will furnish to any employee information concerning the Worker and Community Right to Know Act.

Section 5. The medical records of employees will be maintained confidential. An employee's full medical record will be made available to any licensed physician(s) designated by the employee, provided an appropriate medical authorization contains the employee's original signature.

Section 6. Time spent receiving emergency medical attention during regularly scheduled work hours which was necessary as a result of a work related injury, will be considered as paid time.

Section 7. The County agrees to provide kevlar or pilot's leather gloves to employees required to perform searches. "Spit bags" will be made available to all officers. Employees choosing to use their own personal protective gloves will be ineligible to be reimbursed if their gloves are damaged.

Section 8. The County agrees that an employee will not be required to operate equipment that the employee is not qualified to operate.

Section 9. All probation officers will be provided with a bullet resistant vest, which the employee shall wear in accordance with the departmental or county policy in effect. Vests will be replaced by the County at the expiration date on the equipment. The quality of the vests shall be subject to review with the Union.

Section 10. All probation officers will be provided with a hand held radio if their job assignment warrants. Radios will be capable of transmitting to County control and Harrisburg City Police. Employees who perform duties outside the range of the portable radios will be provided with phones or mobile radios.

Section 11. All probation officers authorized by the Court to carry an approved firearm must be properly licensed and trained. Such training, ammunition for training, ammunition for duty and other essential items, shall be provided by the County, without cost to the probation officer. The County shall provide a minimum of 300 rounds of ammunition annually for the purpose of training.

Section 12. Employees will not be responsible for equipment that is lost, stolen or damaged unless the employee failed to take reasonable steps to prevent the loss or damage. High value items must be secured in the trunk or taken out of the vehicle when the vehicle is parked. In the event an employee is required to reimburse the County for lost, stolen or damaged equipment, the amount of reimbursement shall not exceed the sum paid by the County to acquire the affected equipment. In such case, the County may reclaim the cost through payroll check-off (with authorization). The amount deducted shall not exceed \$40.00 per pay period. If a grievance is pending on the matter, such deductions will not be made until the grievance is resolved.

Section 13. The County shall pay the cost to replace or repair any personal items, including a personal vehicle and clothing that are damaged or destroyed while acting within the scope of employment. 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 14. The County will equip no less than two County vehicles with "cages" for use by Adult Probation and no less than two County vehicles with "cages" for use by Juvenile probation.

Section 15. 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 paper work 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 purchased after 1/1/99 will be equipped with air conditioning. The person or agency to serve in the capacity of the fleet manager will be designated by the Court, with notice to the Union.

ARTICLE 16 – PERSONNEL RECORDS

Section 1. There shall be only one (1) official personnel record for each employee in the 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 file while in the presence of a Human Resources employee and copy any and all material, including but not limited to, any and all evaluations, contained in any personnel records concerning such employee. The Union shall have access to an employee's official personnel file upon written authorization of the employee involved. Employees may be charged the then current County rate for each page copied in excess of twenty (20) pages.

Section 2. Employees must maintain an accurate current residence address and phone number with the department head. All changes must be submitted to the department head in writing, immediately after the effective date of the change. The department head will provide changes in writing to the Department of Human Resources. Phone numbers and addresses will be secured and only provided to authorized persons.

ARTICLE 17 – LEAVES OF ABSENCE

Section 1. With the approval of the Court, in its absolute discretion, employees may be granted an unpaid leave of absence from his/her employment for a period up to six (6) months. The employee must submit a written request for such leave to his/her Department head. The decision whether to grant the leave, as well as the length of the leave is a decision within the absolute discretion of the Court.

Section 2. During the term of this Agreement, the parties will comply with the terms of the County's policy relating to Family and Medical Leave. Changes to that policy that are made subsequent to the effective date of this Agreement will be subject to bargaining. Employees on FMLA leave and utilizing leave time must continue to comply with applicable call off procedures. Issues pertaining to compliance with the applicable call off procedures shall be subject to the grievance and arbitration procedures of this Agreement.

Section 3. With the approval of the Court, in its absolute discretion, employees who have completed at least three (3) years of continuous employment with the Court, will be eligible to apply for an unpaid leave of absence for up to one (1) year for educational purposes. The decision whether to grant the leave as well as the length of leave is a

decision within the absolute discretion of the Court. Upon return to active employment, the employee will be reinstated either to his/her position or a comparable position, with no loss of pay without having a break in service.

Section 4. An employee who becomes the parent of a new born child or newly adopted child shall be permitted up to a six (6) months' leave of absence without pay immediately following the birth or formal adoption. Such six (6) month period shall be inclusive of leave time taken under the Family and Medical Leave policy.

ARTICLE 18 – MEDICALLY RELATED EXAMINATIONS

Section 1. Examinations required by the Court shall be administered by a medical examiner, physician or other qualified individual chosen by the Court. The employee shall comply promptly in scheduling such examinations. 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. The employee shall be compensated at his/her respective rates of pay for time spent attending any such examination. The County will provide transportation, if requested by the employee, or pay the employee the prevailing County mileage rate for the actual distance traveled between the employee's home/work site and the site of the examination and return to the work site/employee's home.

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 physical, 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.

ARTICLE 19 – TRAINING PROGRAMS

Section 1. Employees will be compensated for Court prescribed training.

Section 2. Any employee who, while a member of this bargaining unit, holds a job related advanced academic degree and furnishes the County an official record of same, shall receive a one time increase to base wages as reflected below. Such increase in pay shall be granted only when the degree is senior to that prerequisite for non-probationary status in the County position that the recipient holds at the time his/her advanced degree is conferred. Current employees:

- | | |
|-------------------------|-----------------|
| - for a Master's Degree | 6% on base wage |
| - for a Doctoral Degree | 6% on base wage |

Effective January 1, 2016, employees hired on or after 1-1-2016 the pay increases for an advanced degree will be:

- | | |
|------------------------|-----------------|
| -for a Master's Degree | 3% on base wage |
| -for a Doctoral Degree | 3% on base wage |

Employees who currently hold a job related degree and who have not previously been awarded the increase provided by this provision, shall submit confirmation of their degree to the County. The increase in base pay shall be effective with the next full pay period following submission provided the employee has completed the equivalent of one (1) full year employment.

Section 3. Work release employees who are scheduled to attend training in the vicinity of Harrisburg may be required to work the balance of their 12 hour shift, if time remains after the training concludes. If training is conducted outside the Harrisburg area, employees will be paid for the balance of their shift and will not be required to return to work. Work release employees assigned to work the night shift the night before a scheduled day shift training session will be permitted to flex the night shift schedule to allow for time off prior to the scheduled training session, which will provide for the receipt of straight time pay for hours spent in the training program.

ARTICLE 20 – LEGAL PROCEEDINGS

Section 1. All off-duty employees shall be paid a minimum of four (4) hours straight time pay when they are subpoenaed or requested to attend a legal proceeding (and does so) where the subpoena or request arises out of their employment, including but not limited to, testifying in court or appearing before a District Justice on behalf of the Commonwealth or County. Any appearance scheduled to begin within two (2) hours before or after the regularly scheduled work shift shall be paid only on the basis of time spent in the proceedings, and shall be calculated as time worked and the employee will be paid one and one-half (1-1/2) times his/her hourly rate. 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 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 be 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 21 – TRAVEL EXPENSES

Section 1. Employees who are required to operate their private vehicles pursuant to their job duties or approved training will be compensated at the IRS millage rate that was in effect at the time.

Section 2. Employees will be compensated at the appropriate hourly rate for all travel time related to training or duty that occurs outside a twenty (20) mile radius from their home (if “home” is their departure point) or their work station, whichever is closer, and which is incurred during regular work hours. Travel which the employee anticipates will occur outside of the employee’s regular work hours must be pre-approved by the department director.

Section 3. Effective the first full pay period after the signing of this Agreement, employees will be reimbursed for all meals in accordance with the following:

Breakfast:	\$ 10.00	Lunch:	\$ 15.00	Dinner:	\$ 25.00
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ARTICLE 22 – DRESS REGULATIONS

Section 1. Employees assigned to work in the office or appear in court may be required to wear appropriate business attire. This shall include a coat or jacket and slacks/suit for male employees and a dress/skirt/slacks and blouse or suit for female employees. Employees who have field assignments or combination field/office assignments may wear approved casual clothing or “non-traditional” clothing, depending on the assignments.

Section 2. Effective January 1, 2022 and no later than the first full pay period in February in each subsequent year of the Collective Bargaining Agreement, each employee shall receive an annual clothing allowance in the amount of \$600 to be used for shoes, equipment and clothing. The payment will be retroactive for 2022. Employees that separated service prior to the first full pay period in January are ineligible for retroactive clothing allowance payment.

All new employees, hired after the effective date of this Award, shall receive a clothing allowance of \$725 to be paid the first full pay period after the date of hire. If the employee should leave County employment for any reason prior to the one year anniversary date of their date of hire, then the full amount of the initial clothing allowance shall be reimbursed to the County. After the first year of employment, the employee shall receive the clothing allowance applicable to all other employees in the bargaining unit as set forth above.

ARTICLE 23 – SICK LEAVE

Section 1 Employees contracting or incurring any sickness or injury which renders him/her unable to report 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 service with the County, will earn one hundred twenty-seven and one-half (127.5) sick leave hours per year at the rate of 4.9038 hours per pay. Full-time employees who have less than ten (10) years service with the County will earn one hundred two (102) sick leave hours per calendar year at the rate of 3.9230 hours per pay. Full-time employees hired on or after January 1, 2019 will earn eighty-five (85) sick leave hours per calendar year during the course of his/her employment at the rate of 3.2692 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 a 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 ten (10) years of service with the County can accumulate a maximum of one thousand nine hundred twelve and one-half (1,912.5) sick leave hours. Eligible employees who have less than ten (10) years of service with the County may accumulate a maximum of one thousand seven hundred (1,700) sick leave hours.

Employees hired on or after January 1, 2019 may accumulate a maximum of one thousand four hundred eighty-seven (1,487) 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 earned sick leave in a lump sum up to a maximum of 150 sick leave days in accordance with the following schedule:

0 to 2 years	0%
2 to 4 years	25%
4 to 7 years	50%
7 to 10 years	75%
10 years or more	100%
Death within the scope of his/her 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 sixty-two and one-half (1,062.5) sick leave hours in accordance with the following schedule:

0 to 2 years	0%
2 to 4 years	25%
4 to 7 years	50%
7 to 10 years	75%
10 years or more	100%
Death within the scope of his/her employment	100%

Section 5. 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 scheduled start time, if possible. When an employees' sick leave exceeds three (3) consecutively scheduled work days, 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 6. An employee may use up to ten (10) sick leave days each year for illness of spouse or children. However, an employee utilizing leave will be requested to furnish proof of said illness.

Section 7. Effective January 1, 2013, and thereafter, this benefit will be paid in accordance with County policy and contingent upon annual approval of the Board of Commissioners. An employee who has accumulated more than thirty-six (36) sick leave days may "sell back" any days in excess of such amount at a rate equal to one hundred percent (100%) of a day's pay.

Section 8. The County agrees to cooperate with the Union to establish a sick leave allocation program wherein employees may contribute earned sick leave days to other County employees who are sick or injured. All employees are eligible to contribute earned sick leave days to other County employees who are sick or injured in accordance with County Policy concerning the donation of sick leave.

Section 9. Sick leave will not count toward the computation of overtime. This section does not alter the provisions of Article 34, Section 1.

ARTICLE 24 – WORKERS' COMPENSATION

Section 1. An employee 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.

Section 4. Any employee disabled by a work related injury shall be required to undergo, at reasonable intervals, an examination by licensed physician whose name, or group name, appears on the official County list. Such examinations shall be carried out no more often than once every two (2) months. The County shall pay the cost of any such examination.

ARTICLE 25 – 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 step-parent, 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 employee's household for a period of six (6) months or more.

Section 2. Full time employees are authorized two (2) consecutive bereavement leave days with pay for the death of mother-in-law, father-in-law, brother-in-law, sister-in-law, niece, nephew or first cousin, provided the employee is residing with the appropriate spouse or a member of the family residing in the employee's household for a period of six (6) months or less.

Section 3. It will be the responsibility of the employee to present proof and verification of such death, the 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 leave days for such purpose.

Section 5. Step-parent 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 step-parent raised the employee and lived with the employee for a significant period of time during the employee's childhood and adolescence "in loco parentis," then the employee may request five (5) day leave benefit, a request that will not be unreasonably denied.

ARTICLE 26 – MILITARY LEAVE

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

Section 2. The County health insurance will continue for a qualified employee on leave of absence for training or duty in the military reserves or National Guard not to exceed fifteen (15) days.

Section 3. The County will compensate employees in the military reserves or National Guard for annual training not to exceed fifteen (15) days lost work.

ARTICLE 27 – JURY DUTY

Section 1. An employee called for jury duty will receive the difference between her/his regular daily rate of pay and the actual payment receive for jury service, for each day of jury duty. An employee may be required to submit the compensation voucher from the Court showing payment.

Section 2. An employee selected for jury duty will not be required to report to work unless he/she has at least eight (8) hours off between the jury duty and the beginning or end of their regular shift, providing that this provision shall not apply when the Court has scheduled a hearing to which the employee is essential and required to attend as part of his/her job duties.

ARTICLE 28 – PERSONAL LEAVE

Section 1. Full-time employees hired prior to December 31, 2018 and who have ten (10) or more years service with the County will earn fifty-one (51) personal leave hours each year at the rate of 2.4286 hours per pay. Employees with less than ten (10) years service will earn thirty-four (34) personal leave hours each year at the rate of 1.6190 hours per pay.

Full-time employees hired on or after January 1, 2019 will earn twenty-five and one-half (25.5) personal leave hours each year during the course of their employment at the rate of 1.2143 hours per pay. Part time employees will earn eight and one-half (8.5) personal hours for every 700 hours worked.

For full-time employees, personal leave is earned beginning pay period two (2) through pay period twenty-two (22) provided an employee is in a compensable pay status for at least one-half (1/2) of his/her scheduled hours.

Section 2. Employee requests for personal leave days shall be subject to the approval of the Department Head, acting as the representative of the Court, in its absolute discretion.

Section 3. For economic purposes, an employee required to work on his/her scheduled personal leave day will be paid two (2) times his/her hourly rate for all work performed and the leave will not be charged against his/her personal leave.

Section 4. Employees must use all personal leave days by the end of pay period one (1) of the following year or the personal leave will be forfeited. An employee who has had her/his scheduled personal leave days denied will have the opportunity to reschedule them during the following year. Personal leave permitted to be carried over pursuant to this Section must be used by the end of pay period six (6) of the following year or the leave will be forfeited. or An employee may request to be paid straight time for personal leave that was denied provided that the employee submits a written request for payment within one (1) week of the denial.

Section 5. For economic purposes personal leave shall commence at the end of the normal scheduled shift and work day, which precedes the scheduled personal leave day. Personal leave shall end at the beginning of the normal scheduled shift which follows the personal leave day. Any employee who is directed by a supervisor to work within these time parameters will be paid two (2) times the hourly rate of pay for all hours worked between the time parameters.

Section 6. Personal leave scheduled at least twenty-four (24) hours prior to the start of the leave will be considered time worked for the purpose of computing overtime.

ARTICLE 29 – VACATIONS

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

Months of Service	Total Hours Earned/Yr
0-24	102
25-60	136
61-120	178.5
121-180	204
181-228	229.5
229-288	255
Over 288	297.5

Full-time employees hired between January 1, 1995 and December 31, 2018 with less than ten (10) years service will earn vacation time with pay in accordance with the following schedule:

Months of Service	Total Hours Earned/Yr
0-24	76.5

25-60	102
61-120	127.5
121-180	204
181-228	229.5
229-288	255
288+	297.5

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	76.5
25-60	102
61-120	127.5
121+	204

Part time employees will earn eight and one-half (8.5) hours vacation for every 175 hours worked.

Section 2. With approval of the Court and the County, employees will be permitted to receive anticipated vacation (i.e., to take vacation not yet earned). Anticipated vacation shall not exceed the amount to be earned by the end of the calendar year. Employees will be required to sign the necessary administrative forms with the County.

Section 3. With approval of the Court, employees, in accordance with department seniority, will be permitted to select specific dates for a vacation during the month of January each year. Vacation selected in January shall be awarded by seniority. Vacation that is selected after the January selection period will be awarded on a “first come, first served” basis so long as this is not in conflict with the Court.

Section 4. If an employee requests two (2) or more days off during a period of time that includes a County holiday which he/she would not otherwise be required to work, the employee will not be charged vacation on the day of the County holiday and will receive holiday pay for the day of the holiday in accordance with Article 31, Section 1.

If an employee requests two (2) or more days off during a period of time that includes a County holiday which he/she would otherwise be required to work, the employee will receive holiday pay for the day of the County holiday in accordance with Article 31, Section 1 and will also receive one (1) day pay at straight time for the use of the vacation day on the holiday.

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

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

Section 7. Full-time employees hired before January 1, 2019 can accrue and carry over a maximum of one hundred seventy (170) hours of unused vacation leave 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-seven and one-half (127.5) 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 workers' compensation.

ARTICLE 30 – HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day (National Holiday)	Veteran's Day
President's Day (National Holiday)	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

The Day After Thanksgiving shall become a holiday as of April 12, 2019.

Section 2. An employee who is actively employed on the date of the holiday shall be entitled to the above holidays and shall be paid eight hours pay at his/her respective rate of pay.

Section 3. An employee whose shift begins on any of the above listed holidays shall be paid at the rate of one and one-half (1-1/2) times his/her hourly wage, in addition to eight (8) hours holiday pay. Work Release employees whose shift begins on any of the above listed holidays shall be paid at the rate of one and one half (1 ½) time his her hourly wage in addition to twelve (12) hours holiday pay.

Section 4. All hours worked on holidays shall be counted as hours worked in the computation of weekly overtime.

ARTICLE 31 – 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 provided to all non-union employees, with the same cost-sharing requirements as detailed 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, deductibles, premium shares, or the spousal surcharge 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 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 employee with County paid term life insurance which shall equal one hundred fifty percent (150%) of the employee's annual income, rounded to the next highest thousand dollars. The maximum benefit shall be \$65,000.00. The County will not be responsible for taxes (on premiums) incurred for amounts over \$50,000.00.

Section 3. Full time employees that are out on Family and Medical Leave (FMLA) shall be eligible for benefits as provided in Dauphin County's Family and Medical Leave Act (FMLA) Policy/procedure.

Section 4. The County shall provide a certificate of life insurance in the amount of \$10,000.00 for retired employees who are fifty-five (55) years of age and have completed twenty (20) years of service with the County.

Section 5. Upon retirement under the County Pension Plan, at age fifty-five 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). Retirees shall pay the same spousal surcharge as active employees.

1. Employees working in the bargaining unit at the time of retirement who have completed at least 20 years service with the County and have worked at least five years as an employee of the court appointed bargaining unit will be eligible for 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 service with the County and have worked at least five years as an employee of the court appointed bargaining unit will be eligible for 50 percent (premium) paid insurance.

3. To be eligible, employees must be receiving the County health insurance benefit(s) at the time of retirement.

4. The insurance benefits will continue for ten 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 for 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 ~~20~~ 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 6. Upon retirement, full-time 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 benefit(s). This benefit shall not be available to any employee retiring on or after January 1, 2023.

Section 7. The benefit described in Section 5 above is not available to any employee hired on or after January 1, 2012.

ARTICLE 32 – PENSION

Section 1. The County shall provide the same pension benefits to each bargaining unit employee as provided to other Dauphin County employees as required under the County Pension Ordinance.

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 or future State regulations depending on their date of hire.

ARTICLE 33 – OVERTIME/COMPENSATORY TIME/FLEX TIME

Section 1. All non-Work Release employees who are required to work mandatory hours in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of one and one-half times the employee’s hourly rate of pay. All Work Release employees who are required to work mandatory hours in excess of twelve (12) hours in any one (1) day or eighty (80) hours in any one (1) pay period shall be paid at the rate of one and one-half time the employee’s hourly rate of pay. Time not worked and not otherwise compensable does not count toward overtime.

Section 2. “Flex time” arrangements voluntarily made between the employee and his/her supervisor with approval of the Court must be compensated with pay or compensatory time off in accordance with the Fair Labor Standards Act.

Section 3. An employee who works overtime shall be entitled to pay at the overtime rate of pay or may utilize flex-time (hour for hour) during the same pay period. If compensatory time is utilized outside the pay period (with the approval of the Court), employees will receive 1.5 hours of compensatory time for each one hour of overtime worked.

Section 4. Compensatory time must be used in accordance with the Fair Labor Standards Act.

Section 5. Flex time may be scheduled by mutual agreement between the employee and the department head or his/her designee.

ARTICLE 34 – 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 17 N. 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. 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 are 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 in the downtown area on an intermittent basis will be provided with a parking pass to use when they are required to conduct business in those locations. If a parking pass is not available for use, the employee may submit a signed ticket for the HSB garage to cover the parking cost on those occasions when they must conduct business at a downtown County building.

ARTICLE 35 – 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: \$1.00	2025: 2.95%

Retroactive wage increases are retroactive to the first pay period in 2022 or date of hire, whichever is later. Effective with the date of Award, the starting rate will be \$20.64.

Employees employed in the court appointed professional employees bargaining unit on or after January 2022, and 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.

Section 2. Part-time probation officers will be classified as P.O. -1's and will receive the increases provided for in Section 1 at the same time as full time employees.

Section 3. All employees who are scheduled by a supervisor to work between 5:00 p.m. and 5:00 a.m. will be paid \$1.00 cents per hour in addition to their base wage for all hours worked between those times. Employees who are receiving overtime pay (in excess of eight hours per day) shall not receive the shift differential. Employees who are scheduled by a supervisor to work between 5:00 a.m. on Saturday until 5:00 a.m. on Monday will be paid one dollar-twenty \$1.45 per hour in addition to their base wage for all hours worked between those times. Employees who are receiving overtime pay (in excess of eight hours per day) shall not be paid the shift differential. The shift differential shall be paid in addition to "holiday" overtime pay.

In addition, all Employees assigned to a 12 hour shift shall receive a shift differential of \$1.00 per hour effective 60 days of the date of this Award on the same pay date as the change to Article 4, Section 1. Effective with the first full pay period in January 2023, this 12 hour shift Shift Differential shall increase to \$1.25 per hour. Effective with the first full pay period in January 2024, this 12 hour shift Shift Differential shall increase to \$1.35. Effective with the first full pay period in January 2025, this 12 hour shift Shift Differential shall increase to \$1.45.

Section 4. Individuals promoted to the position of Probation Officer II will receive an additional four percent (4%) to his/her then existing base rate.

Section 5. In the event a County employee transfers into this bargaining unit from another "professional" position within the County, starting wages will be mutually agreed upon by the County, employee involved and Union.

Section 6. Employees who are promoted to the position of assistant supervisor will receive an additional 4% added to their base wage upon promotion.

Section 7. Probation Officers that are assigned to the sex offenders unit in the Adult Probation Division, urban school based unit in the Juvenile Division, urban based assignments in the Adult Division, or intensive programs will be classified as a PO II and shall receive the hourly rate applicable to that classification plus 1.5%. Probation Officers at the Work Release Center whose caseload consists of 50% or more of sex offenders will be classified as a PO II and shall receive the hourly rate applicable to that classification. Employees assigned to work in electronic monitoring positions will be classified as a PO I and will receive the hourly rate applicable to that classification.

In the event an employee leaves one of these positions for "cause," he/she shall be returned to a PO I classification and will receive the hourly rate associated therewith. In the event an employee is removed from one of these units without "cause," he/she will remain classified as a PO II and the hourly rate will not be affected by the change in assignments.

For purposes of this section, the term “urban based assignments in Adult Probation” is defined as Harrisburg City assignments as well as assignments for Lower Paxton Township, Susquehanna Township, Swatara Township, Highspire Borough, and Steelton Borough.

Any employee who serves as an instructor for the Department shall receive a 1.5% pay increase.

Section 8. Domestic Relations Conference Officers 1 will be promoted to the position of Domestic Relations Conference Officers 2 after the completion of three (3) full years of actual service (any leave without pay will not be counted toward the years counted and will receive a 2% increase in pay.

Section 9. Employees whose job assignment requires that they perform bilingual translating will be paid an annual lump sum payment of \$400.00, once his/her language proficiency has been assessed pursuant to the Unified Judicial System’s Bilingual Employee Policy. . The payments will be pro-rated on a monthly basis for employees who do not work a full year with the County.

ARTICLE 36 – COST OF LIVING

Section 1. Effective January 1, 2004, 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 2000 is 140 and the CPI-U in January of 1999 was 130, the percentage of increase would be as follows: $140 - (\text{minus}) 130 / \text{divided } 130 \times (\text{times}) 100 = 7.69\%$; therefore, all base salaries for 2000 would be increased 7.69% less 5% or 2.69%, retroactive to January 1, 2000. If the CPI-U in January 2000 is 145 and the CPI-U in January of 1999 was 140, the percentage 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 37 – DEFINITIONS

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

“ACT”	Public Employee Relations Act, Act of the General Assembly of the Commonwealth of Pennsylvania, No. 195, July 23, 1970.
“EMPLOYEE”	Any individual employed by the County and included in the unit certification set forth in Article 1.
“COUNTY”	County of Dauphin
“UNION”	Teamsters Local Union No. 776

ARTICLE 38 – SAVINGS

Section 1. In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any 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 39 –TERMINATION

Section 1. This Agreement shall be effective on January 1, 2022 and will continue in full force through 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.

The County shall develop a consolidated collective bargaining agreement with Article and Section numbers corrected, based on this Award within 60 days of the date of this Award and provide it to the Union for review and approval. The Union shall have 60 days to review and approve the consolidated agreement or otherwise to provide feedback.

COUNTY OF DAUPHIN

TEAMSTERS LOCAL 776

ARBITRATION AWARD

In the Matter of Act 195 Interest Arbitration Between *
*
DAUPHIN COUNTY, COURT APPOINTED * Case No. PERA-A-21-117-E
PROFESSIONALS (CAP), *
County *
*
and *
*
TEAMSTERS, LOCAL UNION 776, *
Union *

PANEL OF ARBITRATORS

Jason M. Weinstock, Esq.
IRA H. WEINSTOCK, P.C.
Partial Arbitrator, IBT, Local 776

Adam L. Santucci, Esq.
McNEES WALLACE & NURICK, LLC
Partial Arbitrator, Dauphin County, PA

William W. Lowe
Impartial Arbitrator and Panel Chairman

INTEREST ARBITRATION AWARD

As the International Brotherhood of Teamsters ("IBT" or "Teamsters"), Local 776 and the County of Dauphin, Pennsylvania were unable to resolve their bargaining disputes directly and as impasse occurred in the negotiations, a Panel of Arbitrators ("Panel") was selected and convened pursuant to authority contained in the provisions of Article VIII of the Act of July 23, 1970 (P.L. 563, No. 195) known as the Public Employee Relations Act ("PERA"). The Panel was charged with the responsibility of rendering an Award that would establish the terms and conditions for a successor agreement to the Parties' current collective bargaining agreement, which expired on December 31, 2021.

The Union ("IBT") designated Jason M. Weinstock, Esq. to serve as its partial arbitrator while the County of Dauphin designated Adam L. Santucci, Esq. to serve as the County's partial arbitrator. On August 10, 2021, the Pennsylvania Labor Relations Board appointed William W. Lowe to serve as the Impartial Chairman of the Panel of Arbitrators.

Subsequent to due notice, a hearing was held on February 24, 2022, at the McNees Law Offices, Harrisburg, PA wherein both parties were afforded the opportunity to present their respective evidence through documents and witnesses. Each party also was afforded an opportunity to assert its arguments and make objections during the hearing. After full and deliberate consideration of all the testimony, exhibits, and briefs, the Panel met in executive sessions on March 24, 2022, April 21, 2022, May 5, 2022, May 26, 2022, June 7, 2022 and June 29, 2022.

Having fully considered the evidence and arguments before it, the Panel issues the following Award which comprises the changes in wages, health care, and other terms and conditions of employment that shall be implemented by the parties. The Award of the Panel represents concurrence by a majority of the Panel on every issue, but does not necessarily represent concurrence of every Panel member on every issue.

AWARD

The terms and conditions of employment, as set forth in the prior Collective Bargaining Agreement between Dauphin County and Teamsters Local Union 776, effective January 1, 2018 through December 31, 2021, except as otherwise revised by the following provisions, shall remain in full force and effect.

ARTICLE 4 – HOURS OF WORK

Section 1. For economic purposes, the standard workweek for full-time employees will consist of five eight and one-half (8 ½) hour days, or in the case of the Work Release Center, seven (7) twelve and one-half (12½) hour days in a two (2) week pay period. For economic purposes, full-time employees working a five day cycle will have a workday that consists of seven and one-half (7 ½) hours of work and a one (1) hour paid lunch. Said employees will be paid at straight times rate for the scheduled eight and one-half (8 ½) hour workday and the forty-two and one-half (42 ½) hour workweek. ~~For economic purposes, Full time Work Release Center employees who work four (4) two (2) days on; two (2) days off; three (3) days on ff; then three (3) two (2) days off; two on/ Four (4) days on; and three days off ff rotation will be paid eight three and one half (83 ½) eighty-four (84) hours straight time, and four (4) hours at the overtime rate.*~~

* This change will be implemented within 60 days of the date of this Award and will not be retroactive. Retroactive wage payments for 2022 as set forth below will be paid based on hours already paid.

Section 3. All employees who report on time for their scheduled shift will receive eight and one half (8 ½) hours guaranteed work or pay, per day, or twelve and one-half (12 ½) hours work or pay, depending on the schedule, unless modified by mutual consent.

ARTICLE 8 – 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 to hire or select employees, discipline or discharge or to supervise employees working for the Court.

...

STEP 3. If the matter cannot be resolved 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)~~ thirty (30) 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 for Human Resources or his/her designee will provide a written response within fourteen (14) days following this meeting.

ARTICLE 9 – WORK RULES

Section 2. A policy/procedure manual of all memos, policies and procedures will be maintained electronically by the department and will be available for review by employees. If a new directive or policy supersedes a previous directive or policy, it should indicate such at the top or in the body of the directive or policy. Moreover, each directive and policy should be dated. Provided however, the failure to place a date or change disclaimer on the directive or policy shall not render ineffective an otherwise effective directive or policy.

ARTICLE 19 – TRAINING PROGRAMS

Section 3. Work release employees who are scheduled to attend training in the vicinity of Harrisburg may be required to work the balance of their 12 hour shift, if time remains after the training concludes. If training is conducted outside the Harrisburg area, employees will be paid for the balance of their shift and will not be required to return to work. Work release employees assigned to work the night shift the night before a scheduled day shift training session will be permitted to flex the night shift schedule to allow for time off prior to the scheduled training session, which will provide for the receipt of straight time pay for hours spent in the training program.

ARTICLE 24 – DRESS REGULATIONS

Section 2. Effective January 1, 2022~~18~~ and no later than the first full pay period in February in each subsequent year of the Collective Bargaining Agreement, each employee shall receive an annual clothing allowance in the amount of ~~\$600~~\$725 to be used for shoes, equipment and clothing. The payment will be retroactive for ~~2018 and 2019~~2022. Employees that separated service prior to the first full pay period in January are ineligible for retroactive clothing allowance payment.

All new employees, hired after the effective date of this Award, shall receive a clothing allowance of \$725 to be paid the first full pay period after the date of hire. If the employee should leave County employment for any reason prior to the one year anniversary date of their date of hire, then the full amount of the initial clothing allowance shall be reimbursed to the County. After the first year of employment, the employee shall receive the clothing allowance applicable to all other employees in the bargaining unit as set forth above.

ARTICLE 31 – 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, deductibles, premium shares, or the spousal surcharge 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. ~~Employees who are disabled as a result of a non-work related injury or illness will have their insurance maintained by the County for a period of not less than 60 days. Thereafter, employees may participate in COBRA. Costs for such insurance may be paid through payroll deduction or monthly, in advance.~~ 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.

Section 5. Upon retirement under the County Pension Plan, at age fifty-five 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). Retirees shall pay the same spousal surcharge as active employees.

1. Employees working in the bargaining unit at the time of retirement who have completed at least 20 years' service with the County and have worked at least five years as an employee of the court appointed bargaining unit will be eligible for 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' service with the County and have worked at least five years as an employee of the court appointed bargaining unit will be eligible for 50 percent (premium) paid insurance

3. To be eligible, employees must be receiving the County health insurance benefit(s) at the time of retirement.

4. The insurance benefits will continue for ten 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 for 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 6. Upon retirement, full-time 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 benefit(s). This benefit shall not be available to any employee retiring on or after January 1, 2023.

Section 7. The benefit described in Section ~~85~~ above is not available to any employee hired on or after January 1, 2012.

ARTICLE 30 – HOLIDAYS

Section 3. An employee whose shift begins on any of the above listed holidays shall be paid at the rate of one and one-half (1-1/2) times his/her hourly wage, in addition to eight (8) hours holiday pay. ~~Effective April 12, 2019,~~ Work Release employees whose shift begins on any of the above listed holidays shall be paid at the rate of one and one half (1 ½) time his/her hourly wage in addition to twelve (12) hours holiday pay.

ARTICLE 34 – PARKING

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 are 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.

ARTICLE 35 – WAGES

Section 1. Effective with the first full pay period in January of each year, bargaining unit employees shall receive a ~~\$0.40 per hour fixed wage increase~~, the following yearly increases:

2022: \$2.50

2024: 2.95%

2023: \$1.00

2025: 2.95%

Retroactive wage increases are retroactive to the first pay period in ~~2018-2022~~ or date of hire, whichever is later. Effective with the date the Award, the starting rate will be \$20.64.

Employees employed in the court appointed professional employees bargaining unit on or after January ~~2018~~2022, and 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.

Section 2. ~~Part-time employees~~ probation officers will be classified as P.O. I's and ~~will be paid the appropriate rate for their years of service as defined in Article 5, Section 1,~~ receive the increases provided for in Section 1 at the same time as full time employees.

Section 3. All employees who are scheduled by a supervisor to work between 5:00 p.m. and 5:00 a.m. will be paid ~~\$0.75 cents~~ \$1.00 per hour in addition to their base wage for all hours worked between those times. Employees who are receiving overtime pay (in excess of eight hours per day) shall not receive the shift differential. Employees who are scheduled by a supervisor to work between 5:00 a.m. on Saturday until 5:00 a.m. on Monday will be paid one dollar-twenty ~~\$1.20~~ 45 per hour in addition to their base wage for all hours worked between those times. Employees who are receiving overtime pay (in excess of eight hours per day) shall not be paid the shift differential. The shift differential shall be paid in addition to "holiday" overtime pay. ~~Effective January 1, 2016, the shift differential will be increased to \$ 1.00 regular rate, \$1.45 weekend rate.~~

In addition, all Employees assigned to a 12 hour shift shall receive a shift differential of \$1.00 per hour effective 60 days of the date of this Award on the same pay date as the change to Article 4, Section 1. Effective with the first full pay period in January 2023, this 12 hour shift Shift Differential shall increase to \$1.25 per hour. Effective with the first full pay period in January 2024, this 12 hour shift Shift Differential shall increase to \$1.35. Effective with the first full pay period in January 2025, this 12 hour shift Shift Differential shall increase to \$1.45.

Section 4. Individuals promoted to the position of Probation Officer II will receive the ~~established wage scale rate or~~ an additional four percent (4%) to his/her then existing base rate, ~~whichever is greater.~~

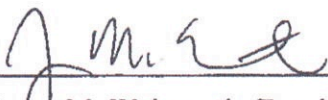
Section 5. ~~For the purpose of pay, "Years of Service" shall be considered the length of time an employee was employed as a (Court Appointed) bargaining unit employee, without regard to "work classification."~~

Section 10. Employees whose job assignment requires that they perform bilingual translating will be paid an annual lump sum payment of \$400.00, once his/her language proficiency has been 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 in the amount of \$550.00. The payment will be pro-rated on a monthly basis for employees who do not work a full year with the County.~~

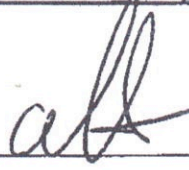
ARTICLE 39 - TERMINATION

Section 1. This Agreement shall be effective on January 1, 2022~~18~~ and will continue in full force through December 31, 2025~~1~~. 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.

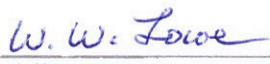
The County shall develop a consolidated collective bargaining agreement, with Article and Section numbers corrected, based on this Award within 60 days of the date of this Award and provide it to the Union for review and approval. The Union shall have 60 days to review and approve the consolidated agreement or otherwise to provide feedback.



Jason M. Weinstock, Esquire
Partial Arbitrator for IBT, Local 776



Adam L. Santucci, Esquire
Partial Arbitrator for Dauphin County



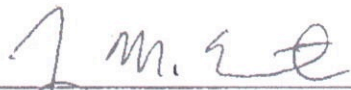
William W. Lowe
Impartial Arbitrator and Panel Chairman

Date: 7-20-2022

Dissent

I respectfully dissent from the Neutral Arbitrator's award. I would have awarded higher wage increases based on the current economy as well as the comparable counties. These officers work hard, perform their function well and deserve higher wages.

Dated: 07-19-2022



Jason M. Weinstock, Partial Arbitrator
Appointed by Teamsters, Local 776