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AGREEMENT

between

TEAMSTERS LOCAL 776

and

DAUPHIN COUNTY COMMISSIONERS

**(Correctional Officers / Sergeants /
Maintenance / Records office)**

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" or "the Employer," and Teamsters Local 776 of Harrisburg, PA, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

Section 1.1. 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 correctional officers, sergeants, records office clerks and maintenance employees employed by the Dauphin County as per certification by the Pennsylvania Labor Relations Board PERA-R-88-163-E.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.1. It is understood and agreed that the County, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the County, except as modified by this Agreement. Matters of inherent managerial policy are reserved exclusively to the County.

ARTICLE 3 – UNION SECURITY

Section 3.1. Each employee who, on the effective date of this Agreement, is a member of the Union and each employee who becomes a member after that date shall maintain his/her membership in the Union. Employees may, however, resign from the Union within fifteen (15) days prior to the expiration of this Agreement without penalty by serving written notice to Teamsters Local 776, 2552 Jefferson Street, Harrisburg PA 17110, and to the County.

Section 3.2. Upon completion of their probationary period, all members of the bargaining unit who do not join the Union must pay to the Union each month "fair share" service fees as a contribution toward the administration of the collective bargaining agreement between the parties. Fair share fees shall be paid in accordance with the provisions of S.B. 88 and 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 4.

Section 3.3. 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 3.2 above.

ARTICLE 4 – CHECK OFF (DUES, CREDIT UNION, DRIVE)

Section 4.1. Union Dues: The County will timely deduct union dues, fees and assessments from bargaining unit members in conformity with the periodic billing statements provided for this purpose to the County by the Union. The aggregate deductions of all employees shall be remitted

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

Section 4.2. Credit Union: Employees may designate a County approved Credit Union which is duly chartered under State or Federal statutes. The County shall remit the aggregate deductions of all employees together with an itemized statement to the Credit Union designated within ten (10) days following the end of the calendar month. The County shall establish rules, procedures and forms which it deems necessary to extend payroll deduction for Credit Union purposes. Payroll deduction authorization forms for Credit Union purposes must be executed by and between the employee and an official of the Credit Union.

Section 4.3. 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 biweekly 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 5 – HOURS OF WORK

Section 5.1. Except as otherwise agreed, the shifts of correctional officers are as follows:

5:50 a.m. / 2:00 p.m.

1:50 p.m. / 10:00 p.m.

9:50 p.m. / 6:00 a.m.

Section 5.2. Shifts and Hours of Work - Each shift shall consist of consecutive hours of work except for interruptions for lunch period. Work schedules showing employees' shifts, workdays and hours shall be posted at all times and shall not be changed without one (1) weeks' notice, except in emergency.

Section 5.3. Roll Call - All shifts are to report at the above times and be prepared for roll call. Roll call shall be paid at straight time.

Section 5.4. All employees shall be granted a paid meal period which shall be thirty (30) minutes in length.

Section 5.5. Employees shall be provided with breaks which will, of necessity, depend on their assignment. Employees will have two (2) fifteen (15) minute break periods, one (1) before and one (1) after the meal period.

Section 5.6. In the event an employee is required to work beyond the employee's scheduled shift, the employee shall, upon request, receive a ten (10) minute paid relief sometime during the first hour of the overtime period.

Section 5.7. If, at the direction of a Shift Commander or the Administration, an employee is held over, (s) he will be paid for actual hours worked.

Section 5.8. Employees who are assigned duty away from the Prison shall, upon request, receive a bag lunch from the Shift Commander, along with other essential items. If no lunch is provided, the County shall reimburse employees the actual cost of the meal up to the limits established by uniform County policy. Provisions will be made for drinks and toilet relief.

Section 5.9. Employees who are assigned duty away from the Prison shall be relieved in sufficient time to return to the Prison and clock out at the end of their shift. Sufficient time shall be considered travel time plus thirty (30) minutes (15 minutes each direction).

Section 5.10. Shifts and hours of work for records office employees shall be mutually agreed upon. Shifts and hours of work shall not change except where mutually agreed upon.

Section 5.11. Maintenance employees will normally work 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m., with a thirty (30) minute paid lunch. The terms of the Side Letter dated July 27, 2020 are incorporated herein by reference and the side letter is attached as Addendum 5.

Section 5.12. It shall be a goal to provide scheduled days off to employees when the employee desires. In an attempt to accommodate the desires of the Union without compromising the staffing requirements of the Prison or any retained management right, DCP is willing to meet and discuss with representatives of the Union, in the nature of a review of the then-current "days off" procedures. Such review, except by mutual agreement, shall not be required more often than once per calendar year, during the first calendar quarter (January, February, March).

Section 5.13. All employees who report on time for their scheduled shift will receive eight (8) hours per day, forty (40) hours per week, guaranteed work or pay. Officers and records office staff called in by the Administration to perform other available work will be guaranteed four (4) hours work or pay for reporting. Maintenance employees called to perform maintenance checks will be paid two (2) hours pay for reporting, or guaranteed four (4) hours work, whichever they prefer. Employees who are tardy shall only be paid for time worked.

Section 5.14. During the spring and fall changes to and from "daylight savings time," employees shall be paid one (1) hour at the overtime rate when they work a nine (9) hour shift, and shall receive the opportunity to work eight (8) hours during the spring time change when their shift is seven (7) hours in length. Employees may be required to attend training for one (1) hour during the spring time change.

Section 5.15. An employee who is off duty and required to be on-call for a work related court appearance and must remain at a specific location to receive the call, shall be compensated at the

rate of twenty-five percent (25%) of his/her base pay for the time on-call. On-call time shall not be considered hours worked for the purpose of overtime. Employees shall be considered on-call daily until released or until the close of normal court hours.

Section 5.16. While the eight (8) hour shift is expected to remain the standard workday, by mutual agreement, the County and Union may experiment with longer, 10, 12, or 13.33 hour shifts. In such case, relevant issues such as overtime pay, holidays, PTO, etc., will be negotiated. Changes to the length of the workday shall not be made without a vote by the affected Union members of the bargaining unit.

ARTICLE 6 – SENIORITY

Section 6.1. Seniority is recognized as overall length of continuous employment with Dauphin County Prison within the work classification. Separate work classifications include maintenance, records office, correctional officer and sergeant. Seniority shall be lost only by retirement, resignation or discharge which is upheld through the grievance/arbitration procedure, or as set forth in Article 7, Section 7.3. Seniority shall accrue for suspensions.

Section 6.2. The County shall maintain an accurate seniority list which shows all employees and the amount of seniority in days, in accordance with Section 6.1 of this Article. A copy shall be provided to the Union twice a year. Seniority shall be considered in choice of shift, work weeks and selection of job bids.

ARTICLE 7 – LAYOFF

Section 7.1. In the event of layoff, the least senior employee in each work classification shall be laid off first; however, should a layoff occur within the classification of sergeant, those officers shall be permitted to exercise their overall DCP seniority in the correctional officer classification without benefit of rank. Should employees be recalled, they will be offered work in the inverse order of layoff. The most senior employee on layoff shall be recalled first. Bumping will not be permitted between classifications of work, except as provided herein.

Section 7.2. Health insurance benefits shall cease for employees laid off in a reduction in force at the end of the fourth month following the month of the layoff. Thereafter, employees may elect to participate in COBRA.

Section 7.3. Employees who are laid off shall retain their seniority and recall rights with Dauphin County Prison for a period of three (3) years.

Section 7.4. Senior employees within the affected classification will have the option to accept a voluntary layoff for a period not to exceed six (6) months without discrimination. Upon return to employment, Section 7.1 will apply.

ARTICLE 8 – JOB BIDDING

Section 8.1. Employees will be permitted to bid on their shifts and work weeks annually, Correctional Officers shall be permitted to bid their post assignments semi-annually however, both semi-annual post bids will be submitted at one time during the annual bid for shifts and work weeks; however, it is understood and agreed that officers may be re-assigned on a daily basis in order to meet safety, security and staffing needs. The Employer shall determine the shift and rank

complement of security personnel required in accordance with the provisions of the Contract. Prior to the annual bidding of posts each year, the Union and Management will meet to negotiate at least 12 posts that are to be excluded from bidding for the upcoming bid year. The negotiations shall commence no later than thirty (30) days prior to the opening of bids for post assignments. If the parties cannot agree on posts that to be excluded for the next year, the posts previously excluded shall remain the same of the upcoming bid year. The bidding process will be concluded, and the assignments posted at least fifteen (15) days prior to the new assignments taking effect. Effective January 1, 2019, the posts which are excluded from the post bidding are one (1) Central Control, two (2) Central Court, one (1) Spring Creek Control, one (1) P Control, five (5) Judicial Center, one (1) Booking, and one (1) Intake Lobby. All other posts shall be available for bid except as provided below. Any new posts added during a given year will not be bid unless agreed upon by both parties during the subsequent bid negotiating period.

Section 8.2. Employees who are off work injured or ill as a result of a work related or non-work related injury or illness may be required to work modified work assignments at the Prison or at another location as determined by the Prison Board or the County, provided that the Employer is in receipt of a medical authorization clearing the employee to return to work in a modified capacity indicating the category of work the employee may perform and specifically listing all restrictions and limitations placed on the employee.

Section 8.3. Except where provisions of this Contract designate, the County shall have the right to determine the number of officers which will be maintained on staff.

Section 8.4. It shall be mandatory upon the County and the Union to meet and discuss about the number of officers necessary to staff each shift and post.

Section 8.5. Vacancies which become available will be posted on the County's bulletin board within seven (7) days of the bid being recognized as vacated. The bid shall remain posted for seven (7) days and awarded to the senior qualified employee. The bid shall become effective the first day of the following pay period after the above process is complete.

Section 8.6. Shop Stewards shall be permitted to witness the opening and awarding of all job bids.

Section 8.7. The bid posting shall include a date and time in which all bidding shall be terminated. The posting shall include the date and time which the bid was posted. All available work will be posted for bid. Temporary jobs, summer jobs or "details" that are expected to operate on a regular basis shall be offered to the senior qualified employee on the respective shift. "Regular basis" will be considered three or more days per week for two or more consecutive weeks. The Administration shall maintain a list of employees who desire to be offered temporary jobs or details. Temporary work will be offered to the senior qualified employee on the respective shift on that list.

Section 8.8. A newly created position within the bargaining unit shall be subject to bid and those jobs shall be awarded to the senior qualified applicant. All employees shall have an equal opportunity to train for available jobs.

ARTICLE 9 – PROMOTION PROCEDURE

Section 9.1. The promotion procedure will be constructed to ensure that discrimination or favoritism is avoided as well as any appearance of such. The promotion procedure shall consist of the following:

- Ergometrics Promotion test – must score 70% or higher to move on in the process. The final score will range from 70 points to 100 points based on the test score.
- File review
- Seniority award

At the conclusion of the above procedure, promotion applicants shall have the right to review their score on the written examination. The Ergometric React Test will be scored and graded by the testing vendor/provider and not the County or County employees.

PART I – ELIGIBILITY

Section 9.2. To be eligible for promotion to the rank of Sergeant, an officer must have:

- a high school diploma or a G.E.D.
- successfully completed training at the state sponsored officer cadet school or equivalent accredited training
- first aid and firearms training certifications
- not sustained any major violations for a period of three (3) years prior to the expiration date of the posting announcing the position's availability, and none since posting
- four (4) years continuous service as a correctional officer at DCP, with at least one thousand (1,000) days of compensable status. An officer must have four (4) years of continuous service from the date the posting comes down.

Section 9.3. The Union and the County recognize that this is a policy which, in application, may contain provisions that will require subsequent change, addition or deletion. Such change, addition or deletion shall be carried out only by mutual agreement. Further, during a promotional process governed by this document, the parties shall not alter the policy in any fashion resulting in gain or loss of advantage to any applicant in compliance with the un-amended policy.

Section 9.4. If it be established that any County Administrator, Warden or Deputy Warden, or any Union representative or employee, or any other person materially involved in developing, administering, or scoring any element of the promotion procedure, did deliberately or recklessly diminish the integrity or validity of the promotion procedure, that person(s) shall be permanently barred from material involvement in same.

Section 9.5. Any employee who is proven to engage in any type of dishonest conduct relating to the promotion procedure shall have his/her name removed as an applicant for promotion, and shall be restricted from re-applying for promotion for a period of five (5) years, and shall be subject to contractually appropriate disciplinary action.

PART II – PROFESSIONAL INTERVIEW PANEL

Section 9.6. The Professional Interview Panel shall consist of fifteen (15) job-related questions, put uniformly, in identical order, to each candidate for the position(s) to be awarded. The Administration shall establish the composition and order of the questions to be asked, consistent with the principles of modern corrections and of equal employment opportunity. Each panel member shall come up with five (5) questions each.

Section 9.7. The Professional Interview Panel shall be administered by a panel of three (3) persons. Among the members of said panel, shall be a designee of the Union, a designee of the Administration and a Human Resource Representative who is mutually agreed upon by the Union and the County. The County Affirmative Action Officer or designee shall be present during the examination. The same three (3) Panel members should conduct all interviews.

Section 9.8. Each panel member shall score each examined candidate independently, without consultation, on each question on the basis of “talking points” (i.e., information authoritatively established as essential to the resolution of the issues(s) each question raises). Each candidate’s presentation (i.e., attire and bearing; organization, and articulation of responses) shall be included in each scorer’s record.

Section 9.9. Each candidate’s official score on each question shall be the arithmetic average of the scores independently assigned by the panel members. Each panel member shall score each examinee on each question. The maximum points awarded for the professional review panel part of the test shall be one (1) point per question. In order to proceed to the next part of the promotion procedure, a candidate must have correctly answered ten (10) of the fifteen (15) questions presented by the panel.

PART III – FILE REVIEW

Section 9.10. The file review shall be applied to the official County Personnel file of each candidate. However, the on-site (Prison-stowed) file shall be examined as well, before the formal review, to ensure that all pertinent information has been entered in the official (County) Personnel file.

Section 9.11. Each candidate shall enter the file review with a credit of ten (10) possible points. Each candidate shall examine the candidate's Prison-stowed and County Personnel-stowed file prior to the official File Review. Each candidate shall note, in writing, on a form provided by the Administration, the presence of documents which are believed to be inoperative and the reason, and may also note the absence of relevant documents the candidate believes should be included, and his/her reasoning. In the event of the former, pertinent provisions of the Bargaining Agreement shall apply. In the event of the latter, the affected candidate shall be afforded reasonable opportunity to retrieve the asserted documents, or their equivalents, and the Administration shall undertake review of its records in pursuit of same. (All measures to be carried out in response to a candidate's file challenge shall be completed prior to formal review of that candidate's file for the promotion procedure.)

Section 9.12. The official File Review shall consist of examination of all file documents relating to major violations, minor violations and attendance infractions, dated within three (3) years of the expiration date of the posting that announced the position's availability. Points shall be deducted in accordance with a predetermined, published schedule of adversity, not to include draft refusal.

I. ATTENDANCE RELATED VIOLATIONS

All points applied under the point system for attendance infractions (except draft refusals) beginning April 1, 2019 will be totaled. Points will then be deducted from the possible File Review Total score of ten, according to the following schedule:

TOTAL POINTS RECEIVED FOR ATTENDANCE VIOLATIONS	POINTS DEDUCTED FORM FILE REVIEW TOTAL
0	0
1-5	1
6-9	1.5
10-13	2
14-17	2.5
18-20	3

II. OTHER VIOLATIONS – also beginning April 1, 2019

Level 1 violation (resulting in written or verbal counseling)	3 points deducted for each occurrence
Level 1 violation (resulting in suspension or stayed suspension)	4 points deducted for each occurrence
Level 2 violation	5 points deducted for each occurrence

If a staff member has no attendance points or discipline at Level 1 or 2, they will earn five (5) bonus points.

Section 9.13. In the event a grievance is pending for Level 2 and Level 1 violations, the official file review shall be stayed until the resolution of said grievance(s), unless it is determined that the outcome of the grievance would not affect the selection for promotion. If the grievance could affect the outcome of the promotion procedure, that position for promotion shall be held and the parties shall expediently process the grievance. All other promotions shall continue. If an employee incurs a major violation while his/her name is pending on a promotion list, his/her continued eligibility will be determined by the outcome of the grievance procedure.

Section 9.14. No candidate shall be awarded a File Review score of less than “0.”

PART V – SENIORITY AWARD

Section 9.15. Each candidate shall earn one-half (1/2) point per year for years of continuous service, up to five (5) points for ten (10) continuous years of service.

PART VI – GENERAL INFORMATION

Section 9.16. When all prescribed elements of the Promotion Procedure are complete for all candidates, each candidate's aggregate score shall be established by a final scoring team, consisting of a Union designee, an Administration designee, and the County Affirmative Action Officer or

his/her designee. The aggregate score will be the arithmetic sum of the candidate's official score on each element of the Procedure.

Section 9.17. Candidates final score will be based on cumulative points as outlined above. Candidates will be ranked in order and positions will be awarded in order of total test scores. Each promotion list will be maintained for one (1) year from the date the first promotion is awarded.

Section 9.18. Each promotion list shall have a life of one year from the date that the first promotion is awarded. (That is, all promotions during that time period shall be awarded to employees on the list.) Candidates not promoted during the life of the promotion list shall re-apply for participation in subsequent promotion procedures, should they wish consideration for subsequently available positions.

Section 9.19. Promotions governed by this information shall be to bargaining unit positions senior to that of correctional officer. It is understood that incumbents of such senior bargaining unit positions are "Lead Workers."

Section 9.20. Any instruction or instructional materials of which satisfactory completion is prerequisite to consideration for bargaining unit promotion shall be furnished or underwritten by the County upon written request by the officer. All employees governed by this Agreement will have equal access to such instruction, without exception.

ARTICLE 10 – STAFFING

Section 10.1. The County acknowledges that sufficient staffing shall be maintained to insure proper supervision of the inmate population and to provide for the safety of the officers.

Section 10.2. A minimum staffing level is desirable. Effective January 1, 2020 minimum staffing levels shall be 44 for the first shift, 41 for the second shift and 32 for the third shift. Effective January 1, 2021 minimum staffing levels shall be 45 for the first shift, 42 for the second shift and 33 for the third shift.

Section 10.3. In the event a sufficient number of officers do not report to work for any reason and minimum staffing levels are, therefore, not met, deviations from the minimum staffing levels shall be permitted. However, during normal operations, the maximum deviation on a weekday shall be one officer; on a weekend, two officers; and on a holiday, three officers. Past practices relating to staffing shall not be affected by this Award.

Section 10.4. Staffing may be adjusted in either direction based on inmate population as it relates to the classification of such inmates with the understanding that understaffing may create undue safety risks to the Prison population and to the officers.

Section 10.5. The complement of sergeants shall be maintained at no less than twenty (20).

Section 10.6. All work in the records office, including overtime, shall be performed exclusively by records office personnel, when available. By mutual agreement, staffing may be reduced on weekends and holidays.

ARTICLE 11 – DISCIPLINARY PROCEDURE

Section 11.1. Generally, employees will not be disciplined unless they have violated a proper verbal order by authorized person or a written regulation which is posted in a conspicuous location within the Prison facility, or a regulation which is published/distributed to employees. In the case of a post order, the order must be available to read and refer to.

Section 11.2. Under no circumstance will an employee be charged with more than one (1) violation for any instance of disciplinary infraction which allegedly occurs.

Section 11.3. In all cases where a disciplinary infraction has occurred, the employee will be advised in writing of the alleged violation prior to the end of the employee's next scheduled shift on which the alleged violation was discovered. If the employee is unavailable, the Union steward will receive the write-up and all documentation. The employee or steward will sign for the write-up to acknowledge receipt.

Section 11.4. Within seven (7) calendar days of the date the County becomes aware of the occurrence; the employee will be advised in writing of the specific violation that has been alleged.

Section 11.5. Within ten (10) working days of the receipt of written notification referred to in Section 11.4 above, the Administration shall conduct a hearing to review the allegations and permit the employee to present his/her account. The Administration shall issue the results of that Inquiry hearing within twenty (20) calendar days of the date of the hearing. Time limits may be extended by the number of PTO, compensatory or other leave days the employee takes during the normal ten (10) day period.

Section 11.6. Level 1 Violations shall include substantially similar acts but not limited to the following:

- Engaging in horse play, scuffling or general mischief
- Improper conduct with an inmate
- Violating or disregarding a posted safety regulation
- Negligence which creates a safety risk
- Any major violations reduced as a result of not being intentional or as a result of mitigating circumstances

Steps of discipline for Level 1 violations:

- First Offense - written warning
- Second Offense - one day suspension without pay
- Third Offense - three day suspension without pay
- Fourth Offense - five day suspension without pay
- Fifth Offense - termination

Section 11.7. Disciplinary action for Level 1 violations shall remain active for disciplinary purposes in the employee's file for twelve (12) months.

Level 2 Violations shall include substantially similar acts but not limited to the following:

- Sleeping on duty
- Making false statements or reports
- Failure to obey a written/verbal order
- Breach of security or failure to report breach
- Willful damage or conversion of County property
- Gambling during working hours (exchange of money/goods/services)
- Engaging in or inciting others to engage in fighting
- Insubordination
- Abandonment of post or premises
- Failure to comply with or enforce established emergency plans

Steps of discipline for Level 2 violations:

First Offense - three day suspension without pay

Second Offense - five day suspension without pay

Third Offense - termination

Section 11.8. Disciplinary action for level 2 violations shall remain active for disciplinary purposes in the employee's file for twenty-four (24) months.

Level 3 Offenses shall include substantially similar acts but not limited to the following:

- Introduction of guns, knives and any other weapons, cell phones, or any other electronic communication devices into the Prison except as provided for in section 27.2 herein
- Possessing unlawful drugs or other contraband material on County premises which would jeopardize the security of the institution
- Consuming alcoholic beverages while on duty
- Intentionally permitting an inmate to escape
- Refusing to assist a fellow officer during a known emergency
- Conviction of a felony or Prison related misdemeanor
- Sleeping during a suicide watch or sleeping on duty (when action was taken to avoid discovery)
- Conviction for the use or sale or possession of drugs
- Battery of a supervisor
- Immoral or indecent conduct
- Theft
- Providing cigarettes or matches to any inmate(s)
- Use of excessive force on an inmate
- Conviction under Prison Rape Elimination Act (PREA)

Section 11.9. Employees who have been determined to have committed a Level 3 offenses are subject to immediate discharge upon the first offense.

Section 11.10. The parties agree and understand that those offenses indicated above do not necessarily constitute or incorporate all the rules and regulations of the DCP, and that the Warden may take disciplinary action with just cause for offenses other than those listed above.

Section 11.11. Statements from inmates will not be used by management or Union as a basis for internal disciplinary actions. External investigations are excluded from this section.

Section 11.12. Officers who are charged by the District Attorney's office with a felony, any drug related offense (excluding alcohol) or any employment-related misdemeanor may be suspended from employment until such time as their case is determined by the court system; however, the fact that the employee has been charged, standing alone, shall not be considered "willful misconduct" for unemployment compensation purposes. If the employee is awarded back pay, it will be reduced by the amount of unemployment compensation received.

Section 11.13. Employees shall comply with the County's ethics policy. All employees will be provided a copy of such policy.

Section 11.14. Nothing in this contract shall be read to supersede the Employer's requirements under the Prison Rape Elimination Act (PREA).

ARTICLE 12 – ABSENTEEISM POLICY

Section 12.1. Regular attendance and punctuality are essential for efficient operations and are required of all employees. The Employer has established an attendance system in which employees accumulate points for each occurrence. Points, like absences, are to be expected. However, accumulation of points will lead to disciplinary action. Points will not be issued for absences approved pursuant to the Family and Medical Leave Act (FMLA). Employees requesting leave under the FMLA, with an approved FMLA certification, must comply with the applicable call-off procedures unless the certification provides for a documented exception to established call off procedures. The certification must indicate that the nature of the leave will make it unduly burdensome to comply with the call off procedures. Management may consider any reasonable accommodation to permit compliance. Failure to comply with the call-off policy will result in points. The employee must provide proof that the FMLA-related condition prohibits compliance with the call off procedures.

<u>Infraction</u>	<u>Points</u>
Absent without leave time	9
Failure to call off for scheduled shift	9
Refusing a draft (1 st occurrence in a calendar year)	4
Refusing a draft (subsequent occurrences in a calendar year)	6
Call off less than one hour before the start of shift	4
Documented pattern of leave abuse	6
Leave prior to end of scheduled shift	4
All unscheduled absences*	2
Failure to be available for voluntary overtime	2

*An unscheduled absence is an absence of any duration, including tardy/lateness, and mandatory and voluntary overtime, that (1) the employee does not request more than three (3) hours in advance

consistent with County Call-off Policy; and (2) is not covered by an available leave slot as outlined in Section 34.14.3.

Section 12.2. Progressive disciplinary action will commence with the accumulation of six (6) points, and continue as indicated on the following chart:

- 8 points – Oral counseling that next point will result in disciplinary action
- 10 points – Written reprimand
- 12 points – Level 1 warning letter in lieu of suspension
- 15 points – Level 2 warning letter in lieu of suspension
- 18 points – Level 3 warning letter in lieu of suspension
- 21 points – Termination

Section 12.3. Once an employee has received points, one point will be deducted for each forty-five (45) day period during which the employee accrues no points and no unscheduled absences. An employee must be in compensable status for the entire forty-five (45) day period to be eligible for the reduction. "Compensable status" is defined as a period of time when the employee is being compensated an hourly rate of pay and is eligible to accrue leave time; provided, however that employees who have suffered a work-related injury or receiving workers' compensation benefits will be considered to be in compensable status for the first six (6) months as provided in Article 35.2 of the Agreement.

Any points earned prior to January 1, 2019 shall be deducted following 30 days in a Compensable Status.

An employee with zero points and zero unscheduled absences for a period of 45 consecutive days in a Compensable Status shall receive one good point. Employees may earn additional good points, up to a total of three (3) for each consecutive 45-day period with zero points and zero unscheduled absences. For the purpose of this agreement, a good point is equal to a reduction of the number of points accumulated under the absentee policy. Probationary employees may not earn good points during their period of probation.

Section 12.4. Employee attendance may be reviewed periodically. Employees who establish a pattern of absence will be subject to discipline. Examples of "pattern of absence" include a combination of three (3) of any of the following during any three consecutive months:

- Marking off on Saturday
- Marking off on Sunday
- Extending an employee's scheduled days off (before or after)
- Extending approved PTO (before or after).

ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 13.1. Any grievance or dispute which may arise between the parties to this Agreement, including application or interpretation of this Agreement, shall be settled in the following manner:

STEP 1. The employee, accompanied by the Union shop steward if so desired, shall attempt to resolve grievable matters through discussion with the shift commander or Administration designee. The Warden or other Prison Administration shall cooperate to the fullest

extent to meet, discuss and resolve these matters. It is understood that from time to time, it may be necessary to conduct meetings outside of the normal working hours.

STEP 2. If the matter cannot be resolved in Step 1 above, the employee may present a written grievance to the Warden or his/her designee. Grievances must be presented to the Prison Administration no later than fourteen (14) calendar days after the occurrence of the incident with the appropriate copies forwarded to the Union. The written grievance must specify the provisions of this Agreement which the grievant alleges have been violated and the specific remedy sought. The Warden shall attempt to resolve the matter or shall submit a written decision to the employee within fourteen (14) calendar days of receipt of the grievance. A copy of the Warden's decision shall be furnished promptly to the Union.

STEP 3. If the matter cannot be resolved in the above Steps, the Grievant may file a written appeal within fourteen (14) calendar days after the Step 2 decision was received. The Union Business Agent and the Warden or his/her designee will meet in an attempt to resolve the matter within fourteen (14) calendar days of the date the Step 3 appeal was filed. All parties will have the opportunity to present the facts, call upon witnesses and review pertinent documents, statements or correspondence. The Warden or his/her designee will issue a written decision within twenty one (21) calendar days of the date the Step 3 appeal was filed.

STEP 4. If the matter cannot be settled in the above Steps, the Union may file a written appeal within fourteen (14) calendar days after the Step 3 decision was received. The matter will be submitted to mediation as reflected below; provided that either party shall have the right to submit the matter directly to binding arbitration in accordance with the procedure delineated below.

The neutral will be mutually agreed upon by the Union and the County. The mediation session will be held within fourteen (14) days of receipt of the appeal of the Step 3 decision. Multiple grievances may be heard by the mediator at one session. An agenda will be prepared by the parties and distributed to those individuals involved in the cases, including the grievants. It will be the responsibility of the grievant to be available for the hearing when the case is called. If the parties are able to resolve the grievance, the resolution shall be reduced to writing.

Section 13.2. If the Step 4 panel does not reach a unanimous decision, either the Union or the Employer may appeal the Step 4 decision to arbitration, provided that the request to do so must be made in writing to the other party within fourteen (14) days of receiving the Step 4 decision. If an employee wants the Union to file an appeal, the employee must notify in writing the Secretary/Treasurer of the Union and the Warden of his/her desire to seek arbitration within fourteen (14) days of receiving the Step 4 decision; in such case, the Union must notify the Employer in writing of its desire to go to arbitration within forty-five (45) days after receipt of the employee's written notice. Only the Union or Employer has the right to proceed to arbitration.

Section 13.3. If the parties cannot agree on a selection of a single arbitrator within seven (7) days after receipt of arbitration request, either party may request the Pennsylvania Bureau of Mediation to submit a panel of arbitrators. Within seven (7) days after receipt of such list, the parties shall alternately strike names from the list until one name remains. The remaining name shall be the arbitrator. The decision of the arbitrator shall be rendered with dispatch after hearing the arguments of the parties. The decision of the arbitrator shall be final and binding on both parties consistent with Act 195.

Section 13.4. All fees and expenses of the Arbitrator shall be divided equally between the County and the Union. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the Arbitrator.

Section 13.5. Time limits shall be of the essence and may only be extended by mutual consent, in writing, of the Union and Employer. Each party shall strictly adhere to the time limitations of this Agreement; provided, however, that if the Employer fails to provide a written answer to the grievance within the time limits specified in any of the aforementioned Steps, the Union may appeal the grievance to the next Step.

Section 13.6. Attendance at hearings and arbitrations shall be limited to representatives of the County and their designated legal counsel, representatives of the Union and their designated legal counsel, stewards, grievants, witnesses, arbitrators, hearing officers, and those people who on a case by case basis, are mutually agreed upon by the County and the Union.

Section 13.7. The Arbitrator shall neither add to, subtract from, nor modify the provisions of the Collective Bargaining Agreement.

ARTICLE 14 – WORK RULES

Section 14.1. The County and the Union will negotiate on matters concerning hours of work, terms and conditions of employment in accordance with Act 195.

Section 14.2. In the event the County proposes to change any of the above, that change shall be forwarded to the Local Union in writing at least twenty-one (21) days prior to the proposed date of implementation. The Union shall respond to that change, addition or deletion in writing within seven (7) days of receipt and the change shall be agreed upon or further negotiated.

Section 14.3. The Prison Administration shall ensure that the change in work rules, policies or procedures is read or distributed to the membership via Power DMS, the electronic storage provided for all policies and procedures, or a similar system. Employees shall be responsible for reviewing the changes after notice is provided via email. The issuance of changes via Power DMS or a similar system shall not be in lieu of or as a substitute for training on the new rule, policy, or procedure.

Section 14.4. If the above procedures are not followed, employees will not be subject to any disciplinary action as a result of their failure to comply. "Orders of the day" are not subject to the above.

Section 14.5. All employees shall be prohibited from smoking and using any tobacco products on Prison grounds, in or on County property, in County buildings, on in County vehicles.

Section 14.6. The Administration will provide the Union with a copy of all memos.

ARTICLE 15 – PROBATIONARY PERIOD

Section 15.1. Employees shall serve a one hundred eighty (180) day probationary period. Probationary employees may be subject to termination without recourse through the grievance

procedure during their probationary period. Probationary employees are entitled to all other conditions and benefits of this Agreement, except as noted elsewhere in the Agreement.

Section 15.2. The County, the Union and the employee involved may, by mutual agreement extend the employee's probationary period in situations where the employee had been absent for an extended period of time during the probationary period for medical or other reasons. The extension shall not exceed the period of absence.

Section 15.3. By mutual agreement between the County, the Union and the affected employee, the probationary period of an individual may be extended up to an additional one-hundred twenty (120) calendar days.

ARTICLE 16 – STRIKES AND LOCKOUTS

Section 16.1. There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 17 – DISCRIMINATION

Section 17.1. Both the county and the Union agree not to discriminate against any employee because of race, color, religion, creed, sex, gender, age, national origin, marital status, sexual orientation, gender identity, gender expression, citizenship status, disability, or because he or she is disabled, a disabled veteran, or a veteran of the Vietnam Era, union status, or because of any other status protected by law.

Section 17.2. It is mutually agreed and emphasized that neither the Union nor the County will tolerate any type of sexual, racial, ethnic or other prohibited discrimination or harassment of any type. Should an employee believe he/she is being sexually, racially, ethnically or otherwise harassed, he/she should report the matter to their Union representative, Prison Administration or other County representative.

ARTICLE 18 – SUBCONTRACTING

Section 18.1. There shall be no subcontracting out of bargaining unit work during the life of this Agreement, except for the maintenance department in situations where they lack the necessary tools, skills or ability to perform the work.

ARTICLE 19 – PRIVATIZATION

Section 19.1. The County shall not privatize during the term of this Collective Bargaining Agreement.

ARTICLE 20 – SUCCESSORS CLAUSE

Section 20.1. The County's obligations under this Agreement shall be binding upon its successors and assigns. The County agrees that the obligations of this Agreement shall be included in any agreement of sale, transfer, lease or assignment of the operation. In the event the entire operation or portion thereof is transferred, leased, contracted or assigned, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

Section 20.2. The County agrees that, in the event any such transfer occurs, the transferee shall offer substantially similar employment to each member of the bargaining unit. Should a bargaining unit member not be offered substantially similar employment, the County will provide to such an employee:

- Severance pay equal to one (1) month's base wages for each full year of service within the bargaining unit.
- The same health plan and options then in effect for one year. Subsequently, the employee shall have the right to purchase such health benefits in accordance with COBRA. Where the employee or spouse can obtain other coverage which provides similar benefits at no cost for either or both, this benefit may be suspended.
- An education and retraining benefit for up to two thousand dollars (\$2,000.00) which must be used within two (2) years.

ARTICLE 21 – MAINTENANCE OF STANDARDS

Section 21.1. It is agreed that all 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 21.2. All employees covered hereunder shall also have those benefits and personnel practices included within the Personnel Policy of the County not in conflict herewith.

ARTICLE 22 – ROUNDS

Section 22.1. The Union and the County acknowledge that as of January 1, 2015, the duty assignment of the "yard out" is not in effect. In the event that the County re-establishes the assignment of "yard out" the following rules will apply:

Temperature (Fahrenheit Degrees)	Time Limit
86 – above	1 hr.
41-85	2 hrs.
31-40	1 hr.
30 – below	Spot check

Section 22.2. Employees on outside rounds or working yard out will be provided a supply of cool drinking water upon request. The guard buildings located outside will be maintained in proper working order. Repairs to heat, air conditioning, lights and locks will be accomplished within a reasonable period of time after written notification to the Warden's office is made.

Section 22.3. A crushed stone walkway, approximately three (3) feet wide shall be maintained around the perimeter of the Prison. It shall be kept reasonably clear of snow, ice and mud.

Section 22.4. If DCP fails, to provide an officer assigned to outside rounds with a working two (2) way communication system or if such equipment is not in working order for a period greater than one (1) week from the time the equipment is reported being out of service, then when outside rounds are required, a minimum of two (2) officers shall be so assigned during non-daylight hours.

Section 22.5. Employees will not be required to perform continuous outside rounds during inclement weather, i.e., lightning, rain, snow or ice storms, except for an emergency. However, an employee may be required to provide spot checks at any time, as required.

ARTICLE 23 – STEWARDS

Section 23.1. The County recognizes the right of the Local Union to designate Stewards from the DCP seniority list. The authority of the Stewards so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

- The investigation and presentation of grievances.
- Assist in negotiations and other bargaining unit matters as designated by the Union.

Section 23.2. Stewards have no authority to take strike action or any other 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 23.3. Stewards will not be discriminated against or harassed as a result of their Union activity.

Section 23.4. Stewards will be provided necessary time to investigate and process grievances without loss of pay or benefits. Stewards shall request permission from the shift commander prior to leaving an assigned post. Such permission shall not be unreasonably denied.

Section 23.5. Stewards on duty will be allowed reasonable time to attend Union meetings called by the Local Union without loss of pay in the event the meetings are scheduled during work hours. Not more than four (4) stewards will be allowed off any particular shift to attend meetings which are relative to grievances or negotiations. There shall be no more than ten (10) total stewards in the bargaining unit; not more than six (6) correctional officer stewards (no more than two (2) correctional officer stewards from each shift), (1) sergeant steward, (1) records office steward, (1) maintenance steward and one (1) recording secretary steward. Stewards who are working mandatory overtime shall be paid the overtime rate while attending Union meetings. Stewards who voluntarily chose to work overtime shall be paid the straight-time hourly rate while attending Union meetings.

Section 23.6. Two (2) stewards who are not on duty during negotiations shall be paid to attend negotiations.

Section 23.7. The County shall cooperate with those employees designated as stewards by the Local Union and when possible, upon request provide them all information which is necessary to investigate grievances.

ARTICLE 24 – UNION BUSINESS

Section 24.1. Union business agents shall be permitted to investigate and discuss grievances during working hours on the County's premises with permission and such permission shall not be unreasonably denied. Grievances shall not be discussed in inmate housing units, except with special permission.

Section 24.2. The implementation of new policies or procedures which would be affected by provisions of this Agreement shall not be made until prior consultation with the Union.

Section 24.3. The Employer agrees to provide space for a Union bulletin board for posting notices and other pertinent Union information.

ARTICLE 25 – SAVINGS

Section 25.1. 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 26 – LIE DETECTOR TEST

Section 26.1. The County shall not require that an employee take a polygraph or any other form of lie detector test.

ARTICLE 27 – HEALTH AND SAFETY

Section 27.1. A group of employees representing the bargaining unit shall meet with the County at least once every three (3) months to discuss and make recommendations to provide for the general health and safety of the employees, including but not limited to staff patterns.

Section 27.2. Lockers will be provided for all male and female employees. Locker rooms shall be adequately heated and ventilated, equipped with hot and cold showers and individual lockers. Employees shall be required to store their personal cellular phones in their lockers while on duty. Employee lockers may only be searched in the presence of a Union Steward.

Section 27.3. Clean and sanitary rest room facilities for male and female employees shall be provided within the institution. Under no circumstances will a correctional officer be asked to or required to use a toilet facility which is otherwise used by inmates.

Section 27.4. The County shall comply with all applicable Federal, State or local laws or standards.

Section 27.5. The County will provide the option to each employee to receive immunization for the Hepatitis B virus, tuberculosis, and other infectious diseases found among the inmate population if the immunization is available.

Section 27.6. The County agrees to provide information and make counseling available to each employee on AIDS, Hepatitis, and any other infectious diseases through the Prison medical department or other authoritative sources.

Section 27.7. Testing for AIDS, Hepatitis B, tuberculosis and any other infectious diseases shall be provided by the County to each employee at the employee's request or as requested by the Employer (when permitted by law) once each year and whenever the employee or the Employer

has reasonable belief that he/she may have been in contact with someone known to have the disease.

Section 27.8. 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 workplace and into the general environment by employers subject to the law.

Section 27.9. The medical records of employees will be maintained confidential. When requested by the employee, their full medical record will be made available to a licensed physician designated by the employee, provided a medical authorization is signed. Employees shall pay for copies of records which they request at the same rate as charged for subpoenaed records.

Section 27.10. All inmates who are diagnosed to have infectious diseases will be segregated where permissible by law.

Section 27.11. 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 27.12. An employee who becomes ill during his/her work shift shall be permitted to leave work upon receiving permission from his/her supervisor. Any employee who leaves work more than one time during any six (6) month period may accumulate points in accordance with the absenteeism policy.

Section 27.13. Employees injured on the job will be provided outside emergency treatment and ambulance service as required. Where there is a question of need, the decision shall side toward providing the outside emergency service.

Section 27.14. The County agrees to provide emergency diagnosis and first aid treatment of injury or illness during working hours, provided it occurs during a scheduled shift or is work related.

Section 27.15. The County agrees to provide latex gloves or gloves of a higher quality, to employees required to perform body searches. Gloves will be available in the office of the shift commander.

Section 27.16. Upon being notified, the County agrees to provide relief to employees as soon as possible when working in an area where toilet facilities are not easily accessible.

Section 27.17. The County agrees that an employee will not be required to operate equipment that the employee is not qualified to operate.

Section 27.18. No employee will be permitted to perform outside rounds without a two-way communications system, and either a shotgun or side arm. All shotguns will be fitted with slings. An operational report will be maintained on all weapons. Weapons will be cleaned and properly maintained. Employee will notify the armorer upon knowledge of a defective or broken weapon.

Section 27.19. Vehicles transporting inmates must be equipped with two-way communications systems (portable or mobile), capable of transmissions with the Dauphin County Prison Control and/or County control. Employees shall report unsafe or defective County vehicles. Vehicles

which are reported shall not be operated until inspected by maintenance and any necessary repairs are accomplished. The transporting of inmates to or from the Dauphin County Prison will be accomplished in a manner not inconsistent with the safety of the officer or inmate. Where there is a question of safety or security, the Administration shall side toward utilizing two (2) officers.

Section 27.20. No employee will transport an inmate in the employee's personal vehicle.

Section 27.21. Upon request, each officer shall be issued a container of waterless antibacterial soap and/or towels.

Section 27.22. In the event an employee is diagnosed with AIDS, tuberculosis, hepatitis, or other infectious disease known to be among the inmate population and that illness causes the employee to lose work, workers compensation benefits shall be granted if there is reasonable belief that the disease was contracted within the Prison institution. Benefits will continue until such time as a final decision is rendered by the Pennsylvania Bureau of Workers Compensation. The Prison shall maintain records of all inmates diagnosed with infectious diseases. The details of those records, except for the inmate's name, shall be made available to the Union upon request, unless prohibited by Federal or State law.

ARTICLE 28 – PERSONNEL RECORDS

Section 28.1. Each employee shall have the right, upon written request, to examine and copy any and all material, including any and all evaluations, contained in the official personnel records concerning such employee. The official personnel file of each employee is the file maintained in Dauphin County Human Resources Office located in the County's Administration building at 2 South 2nd Street, Harrisburg, PA. The Union shall have access to an employee's record upon written authorization by the employee involved. Employees and/or the Union shall pay for all requested copies at the same rate as charged for subpoenaed records.

Section 28.2. Employees must maintain an accurate current residence address and home phone number with the Administration. All changes must be submitted to the Prison Administration in writing, immediately after the effective date of the change. The Prison Administration will provide an initialed copy to acknowledge receipt. Phone numbers and addresses will be secured and only provided to authorized persons.

ARTICLE 29 – LEAVES OF ABSENCE

Section 29.1. Employees may be granted a leave of absence from their employment at the discretion of the Prison Board. Denials of such leave shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 29.2. Reasons for leave of absence include but are not limited to personal illness, family illness (with explanation), educational leave (in a related field of instruction), or personal reasons. Verification may be required by the County.

Section 29.3. Employees shall be subject to the County's Family and Medical Leave Policy as may be amended from time to time. Employees are not required to use leave they have not yet earned prior to receiving leave as provided by law. Employees shall be required to use all accrued PTO, except for five (5) days of PTO Primary, prior to commencing leave without pay.

Section 29.4. During a leave of absence, employees shall not engage in gainful employment elsewhere, without the express written consent of the Employer obtained prior to any such employment. Violations may result in immediate discharge.

ARTICLE 30 – MEDICALLY RELATED EXAMINATIONS

Section 30.1. Examinations required by the County shall be promptly complied with by all employees. The County shall pay for all such examinations. Any examination required of an employee shall be compensable for time spent and paid at the applicable rate. When possible, examinations shall be scheduled during an employee's normal shift.

Section 30.2. No employee shall be required to take a physical, mental or other examination more frequently than once every twelve (12) calendar months except where the employee has demonstrated behavior which may give rise to serious doubts to his/her mental competency, emotional stability or prior to return to duty after a non-work related illness or injury, or as required by an attending physician, consequent to a work related illness or injury.

Section 30.3. All physical, mental, or other examinations shall be administered by a medical examiner, physician or other qualified individual. The County will provide transportation if requested by the employee or pay the employee the prevailing County mileage rate for the actual distance involved.

ARTICLE 31 – TRAINING PROGRAMS

Section 31.1. As a requirement (to which there shall be no exception) for attaining regular (post-probationary) job status, each probationary employee shall attend "Correctional Officers' Basic Training School," convened by the Commonwealth of Pennsylvania, Department of Corrections; or a course deemed equivalent by proper authority. Irrespective of his/her time-in-service, any other employee governed by this Agreement who has not satisfactorily completed "Correctional Officers' Basic Training School," or a course deemed by proper authority, equivalent, will be required to complete such school/course satisfactorily at the County's earliest convenience. As in the case of probationary employees, such satisfactory completion shall be an unvarying condition of continued employment.

Section 31.2. Any individual governed by this Agreement who has been scheduled to attend "Correctional Officers' Basic Training School" shall do so, in compliance with said schedule. Satisfactory attendance, participation, and graduation from said Basic Training School, or its authorized equivalent, is an unvarying condition of continued employment. Should an employee governed by this Agreement fail to attend satisfactorily, or otherwise fail to graduate from said Training School, he/she shall be governed by the School's rules and regulations. Should said rules and regulations permit the employee's repetition of the failed section(s), he/she shall undertake such repetition at the School's and Prison's earliest mutual convenience. Should the School's rules and regulations, including its established policy, not permit such repetition, the employee shall be returned by the School to the full jurisdiction of the Prison.

Section 31.3. Any probationary employee who repeats any element(s) of mandatory training shall remain on probation until he/she satisfactorily completes said training, or until the scheduled conclusion of his/her probation, whichever is later.

Section 31.4. An employee's failure to complete all elements of Basic Training School in accordance with County and State regulations and standards shall result in the termination of his/her employment.

Section 31.5. Any employee who fails a mandatory training class, other than such components of the "Correctional Officers' Basic Training Academy"; or fails to qualify in any element of mandatory training other than the "Correctional Officers' Basic Training Academy" shall be subject to the following progression:

Consequent to first failure:	Immediately scheduled to repeat the failed course
Consequent to second failure:	Suspended from work, without pay, for 3 days, and rescheduled for the course failed
Consequent to third failure:	Discharge

Section 31.6. It will be the individual officer's responsibility to attend the rescheduled training at the convenience of the Training Officer. Should the affected officer not reschedule the failed training within a reasonable interval, he/she will be terminated.

Section 31.7. The County agrees to ensure the provision of the best instruction available.

Section 31.8. Any employee who is directed to attend a training program away from the institution shall receive his/her regular salary, plus any expenses properly incurred in consequence of the assigned training program in accordance with County policy.

Section 31.9. Any employee who, while employed under this Agreement, attains any of the following academic degrees, and furnishes the Prison an official record of same, shall receive an annual payment, in accordance with the following schedule (so long as the associated major subject(s) correspond to the employee's principal duties at the Prison):

Associate Degree	\$200.00
Bachelor's Degree	\$400.00
Master's Degree	\$700.00
Doctoral Degree	\$1000.00

Section 31.10. If training is performed outside at the weapons range or other locations during inclement weather such as rain or snow, rain gear will be provided.

Section 31.11. Basic rest room facilities shall be available to officers who are performing training at the range, whenever possible.

Section 31.12. CERT and HRT teams will be compensated for all time involved in training. Employees involved in these teams will not be required to purchase uniforms or equipment. CERT and HRT will not be used for routine duties in lieu of offering the available work to other employees who are qualified to perform the work.

ARTICLE 32 – LEGAL PROCEEDINGS

Section 32.1. All off-duty officers shall be paid a minimum of four (4) hours straight time pay when they are subpoenaed or requested to attend any legal proceedings related to employment

duties as a witness for the County, such as 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 paid in accordance with the overtime provision (one and one-half times regular hourly rate). Witness fees shall be turned over to County.

Section 32.2. The County shall (a) provide legal representation or (b) reimburse employees for reasonable legal fees incurred in the defense of civil and criminal litigation which arises out of action taken within the scope of employment. An employee seeking legal representation under this Article must make the request, in writing to the Office of County Solicitor no more than five (5) calendar days after receiving service of process. Should the Solicitor decline to represent the employee because of an actual or potential conflict of interest, the County Solicitor shall select an attorney to assume the representation. If the Solicitor declines to represent the employee, he or she must indicate so in writing and provide notice to the employee. The County will reimburse reasonable attorney's fees (as determined by the Court) at the conclusion of the action, upon proof of payment by the employee, except where the employee (a) proceeds with an attorney who has not been approved by the County Solicitor; (b) pleads guilty to, or is convicted of, a crime; (c) elects Accelerated Rehabilitative Disposition (ARD); or (d) is judged to have engaged in actual fraud, actual malice or willful misconduct.

ARTICLE 33 – UNIFORMS

Section 33.1. Correctional officers shall receive the following uniform items:

- (5) short sleeve shirts
- (5) medium weight trousers
- (3) long sleeve shirts (upon request of the employee)
- Appropriate insignias
- A summer jacket (windbreaker type)
- A winter parka
- Rain gear (issued to officers who are routinely assigned to outside rounds)
- Boots overshoe type (issued to officers who are routinely assigned to outside rounds)
- Caps

Section 33.2. Uniforms shall be of good quality, either wool or cotton blend, and easily laundered. The Union may suggest blends to DCP, but DCP shall retain the right to make the final decision as to uniform matters, subject to the above.

Section 33.3. DCP shall operate under a Quartermaster system. Once an employee has received the employee's initial issue, that employee may apply to the "quartermaster" to replace uniforms which are not able to be mended or are in need of replacement due to excessive wear on the job.

Section 33.4. Officers must purchase approved black shoes, and belts. Officers may purchase approved accessories, including, but not limited to: cuff case, flashlight, flashlight holder, key holders, name tags and gloves. Maintenance officers may purchase seasonal shirts with their uniform allowance. These seasonal shirts must be approved by management.

Section 33.5. The County and the Union will mutually agree on uniform standards which will be considered part of this Agreement.

Section 33.6. Each employee who is required to wear a uniform shall receive an annual allowance to be used for the purchase of shoes, clothing and equipment. This allowance shall be Two Hundred Fifty Dollars (\$250.00). Payments will be made by January 31st of each year.

Section 33.7. For any employee hired after January 1, 2016, the County shall return ½ of the employee's uniform security deposit on the second anniversary of the employee's payment of said deposit. For any employee hired prior to January 1, 2016, the County shall return ½ of the employee's uniform security deposit on or before December 31, 2017.

Section 33.8 Employees performing transport duty must wear the protective vest if provided by the County at all times while on transport duty.

ARTICLE 34 – PAID TIME OFF (PTO)

Section 34.1. Paid Time-Off (PTO) is provided to employees by the County for scheduled absences and for unscheduled occurrences of illness and personal emergencies.

Section 34.2. Philosophy Regarding Time Off

Section 34.2.1. An employee's absence makes the Prison's work more difficult. No matter what his/her job is, if an employee is absent, coworkers suffer and public service may be affected. For this reason, employees are expected to call off when genuinely ill (or when a genuine personal emergency exists) and to schedule leave judiciously. Wise use of PTO will ensure that an employee has paid time available if he/she experiences illness or injury.

Section 34.2.2. Abuse of PTO will result in disciplinary action, up to and including discharge.

Section 34.3. Eligibility

Section 34.3.1. All full-time employees are eligible for Paid Time Off.

Section 34.4. Annual Accrual

Section 34.4.1. Employees hired prior to January 1, 1995, or who have ten (10) or more years of service with the County will earn paid time off in accordance with the following schedule:

Months of Service	PTO Days/Year	Hours Accrued/Pay Period
0 – 24	22	6.7692
25 – 60	26	8.0000
61 – 120	31	9.5385
121 – 180	34	10.4615
181 – 228	37	11.3846
229 – 288	40	12.3077
Over 288	45	13.8462

Months of Service	PTO-Extended Days/Year	Hours Accrued/Pay Period
All	10	3.0769

Section 34.4.2. Full-time employees hired on or after January 1, 1995 and December 31, 2018 and do not have ten (10) years of service with the County will earn paid time off in accordance with the following schedule:

Months of Service	PTO-Primary Days/Year	Hours Accrued/Pay Period
0 – 24	16	4.9231
25 – 60	19	5.8462
61 – 120	22	6.7692

Months of Service	PTO-Extended Days/Year	Hours Accrued/Pay Period
0-120	8	2.4615

Ten (10) plus years of service reverts to accrual rates in Section 34.4.1.

Section 34.4.3. Full-time employees hired on or after January 1, 2019 will earn paid time off in accordance with the following schedule set forth in Section 34.4.2. However, after reaching 10 years of service, employees will earn paid time off in accordance with the following schedule:

Months of Service	PTO-Primary Days/Year	Hours Accrued/Pay Period
121+	31	9.5385

Months of Service	PTO-Extended Days/Year	Hours Accrued/Pay Period
All	8	2.4615

Section 34.4.4. Eligible employees earn paid time off beginning with their first day of employment. An eligible employee accrues paid time off 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. Employees must exhaust all primary and extended leave amounts prior to being absent without pay.

Section 34.5. Access to PTO Accounts

Section 34.5.1. An employee may access his/her **PTO Extended account** for a period of personal illness or injury in which the employee misses no less than one (1) full shift of work or for any certified absence or illness qualifying under the Family Medical Leave Act (FMLA) and the County's FMLA policy. An employee may also access his/her PTO-Extended account, up to five (5) days per calendar year, to care for a dependent child or spouse who has a personal illness or injury, regardless of whether the employee has sought an FMLA certification for the dependent child and/or spouse.

When utilizing PTO-Extended, it shall be the employee's responsibility to notify the County in accordance with established call off procedures.

Employees will be required to utilize PTO Extended for any absence scheduled between three and twenty-four hours in advance of the start of the Employee's shift when made consistent with County Call-off Policy and an employee is utilizing an available leave slot as outlined in Section 34.14.3.

Section 34.5.2. PTO Primary is provided for all scheduled and unscheduled absences, unless the nature of the absence is addressed in another article or section. An employee may access his/her PTO Primary account for any time off, including reasons provided for in Section 34.5.1. When the employee schedules his/her time off or calls off in accordance with the requirements in this Agreement, he/she must indicate whether he/she wishes to use PTO-Primary or Extended. If there is an insufficient balance in the indicated account, the employee's time off will be charged against any remaining time in the alternate paid time off account.

Section 34.5.3. Once PTO is requested and approved, the employee may not revoke the request unless approved by the Employer.

Section 34.5.4. PTO must be used in full-day increments unless approved by the Employer.

Section 34.5.5. Management may require a signed physician's certificate that includes dates of illness and a basic statement of medical condition on which the absence was based when PTO-Extended leave exceeds three (3) consecutive days, or when abuse or misuse of paid time off is suspected, or to verify one's fitness for duty.

Section 34.6. Maximum Accrual

Section 34.6.1. Full-time employees can accrue a maximum of two (2) times one's annual accrual of PTO-Primary.

Employees hired prior to January 1, 1995, and all employees who have ten (10) or more years of service with the County may accumulate a maximum of 250 days of PTO-Extended. Employees hired after January 1, 1995 may accumulate a maximum of 200 days of PTO-Extended. The maximum accrual amounts will be reduced by any PTO-Extended sold during the course of employment.

Section 34.6.2. PTO Primary balances will appear on one's pay stub as "vacation." PTO Extended balances will appear on one's pay stub as "sick leave."

Section 34.6.3. An employee may transfer a maximum of ten (10) days of accrued PTO Primary to his/her PTO Extended account once per calendar year by providing written notification to the Employer between October 15 and December 15, inclusive.

Section 34.7. PTO and FMLA

Section 34.7.1. An employee eligible for leave under the Family & Medical Leave Act (FMLA) must use PTO Primary/Extended concurrently with FMLA leave. Once the employee has exhausted his/her PTO Primary/Extended, FMLA leave will be unpaid.

Section 34.7.2. Employees shall be required to use all accrued PTO, except for five (5) days of PTO Primary, prior to commencing FMLA leave without pay.

Section 34.8. PTO and Overtime

Section 34.8.1. Only approved and prescheduled leave time will be regarded as hours worked for purposes of computing overtime pay. Approved and prescheduled leave time is defined as leave time requested and approved at least twenty four hours in advance.

Section 34.8.2. The following will not be regarded as hours worked for the purpose of computing overtime pay:

- PTO Primary time and PTO Extended time that are not “approved and pre-scheduled” as defined above
- PTO Extended time.

Section 34.9. PTO Extended Buy-Back

Section 34.9.1. Providing the County approves the use of a buy-back program for any particular year, on October 31 of each year, any employee whose PTO Extended account balance is greater than thirty-six (36) days may sell back up to twenty (20) days per year, so long as the employee's account balance will remain at thirty-six (36) days or more after such transaction is completed. Payment will be made during the month of November at the employee's current hourly rate.

Section 34.9.2. PTO Extended cashed out under this program reduces the total days of maximum accumulation available to be paid at retirement and reduces the total number of PTO Extended days an employee may accrue. The maximum number of PTO Extended days that may sold during the employee's term of employment is 150.

Section 34.9.3. Any employee whose PTO Extended account balance is thirty-six (36) days or less may not participate in the buy-back program.

Section 34.10. Anticipated Leave

Section 34.10.1. Employees will be permitted to receive PTO Primary in advance of it being accrued. Advanced PTO Primary shall not exceed the amount normally expected to be accrued during the calendar year. Employees will be required to sign the necessary administrative forms with the County.

Section 34.10.2. PTO Extended may not be anticipated.

Section 34.11. PTO Donation

Section 34.11.1. An employee who has exhausted all paid and anticipated leave, due to unusual circumstances, may request to become eligible for donated leave. Requests for donated leave will only be considered for employees who have a serious illness (i.e., life-threatening or long-term medical conditions). The request must be made in writing and must be accompanied by a physician's certification summarizing the details of the illness. Requests are subject to approval by the Employer.

Section 34.11.2. If one's request is approved, employees may donate PTO Primary in half-day increments.

Section 34.12. Separation from Employment

Section 34.12.1. PTO Primary. Upon separation from employment, with a minimum of two weeks' notice, one will be paid for all accrued, unused PTO Primary at one's current rate of pay. PTO Primary may not be used to extend one's last day of work. This notice requirement may be waived at the discretion of the Employer in unusual circumstances where it would not have been possible to have given two weeks' notice.

Section 34.12.2. For full-time employees, an employee (or, in the case of death, the employee's beneficiary) may elect to be compensated for unused PTO Extended time, under any of the following conditions:

- i. Upon resignation with a minimum of fifteen (15) years of service at Dauphin County Prison and a minimum of two weeks' notice;
- ii. Upon retirement, in accordance with the applicable statute(s), with a minimum of two weeks' notice; or
- iii. Upon death while employed.

Eligible PTO Extended time will be paid at the employee's current rate of pay, up to a maximum of 200 days. Maximum payout will be reduced by any PTO Extended sold during the course of employment.

Section 34.13. PTO and Holidays

Section 34.13.1. If a holiday falls during an employee's PTO, such holiday shall not be charged as PTO. (See Article 40, Section 40.4, for requirements to receive holiday pay.)

Section 34.13.2. If a holiday falls within an employee's approved and pre-scheduled PTO Primary, the period of PTO Primary shall be extended by one (1) day, or the employee shall receive one (1) day's pay at straight time in addition to PTO Primary pay, at the employee's option. (See Article 40, Section 40.4, for requirements to receive holiday pay.)

Section 34.14. Notice, Selection, and other Requirements

Section 34.14.1. Selection of pre-scheduled PTO Primary shall be determined by rank and seniority. PTO Primary will be selected prior to the end of the year for the following year. All full weeks of PTO Primary shall be bid first by seniority. Partial weeks of PTO Primary will be bid after all full weeks have been bid. Employees may not take less than a full day of PTO Primary scheduled through this process.

Section 34.14.2. PTO Primary scheduled after the annual selection will be on a first-come, first-serve basis.

Section 34.14.3. There shall be no less than seven (7) employees on 1st shift and 2nd shift, or six (6) employees on 3rd shift on PTO Primary at one time unless the Warden determines that more can be allowed.

Section 34.14.4. It shall be the obligation of the employee to notify the Employer of his/her absence at least three (3) hours prior to the beginning of their shift, except when circumstances make it impossible. Employees shall attempt to apprise the Employer of the expected duration of the absence and contact the Employer monthly to advise them of their status. Upon request by the County, a physician's written evaluation shall be provided by the employee.

Section 34.14.5. An employee who calls off for leave that is not approved and pre-scheduled is required to notify the Employer of his/her desire to return to work by calling back on for his/her respective shift at least three (3) hours prior to his/her scheduled start time.

Section 34.14.6. An employee who is approved for a specific amount of pre-scheduled PTO Primary is not required to call back on to the shift commander.

Section 34.14.7. If an employee has an absence of three (3) or more consecutive days that is not approved and pre-scheduled, a doctor's certificate shall be required in order for the employee to return to work and be paid.

Section 34.15. No employee will be required to work on his/her approved and pre-scheduled PTO day except in case of an emergency. If forced to work, the employee will then be paid two and one-half (2-1/2) times the hourly rate for all work performed.

ARTICLE 35 – ADMINISTRATIVE LEAVE / WORKERS COMPENSATION

Section 35.1. Employees injured on the job must upon becoming aware of an injury immediately report to the Shift Commander and immediately a workers' compensation injury report and forward it to the Warden or to his/her designee. The employee shall receive a copy of the report which shall indicate the date on which the report was received in the Warden's office.

Section 35.2. Employees who are injured within the course and scope of employment and who are unable to work will be placed on administrative leave for up to a maximum of three (3) months. While on administrative leave, employees will be paid for 8 hours per day at his or her base rate of pay. In addition, employees injured on the job shall be entitled to wage loss and medical benefits pursuant to the WC Act. Following six (6) months of administrative leave, if an employee remains unable to return to work, the employee will be transitioned to an unpaid leave of absence and shall continue to collect workers' compensation benefits if appropriate. 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. Leave time does not accrue while an employee is on a leave of absence as the result of a work-related injury.

Section 35.3. Any employee disabled by a work related injury may be required to undergo a physical examination by the County doctor at reasonable intervals, but no more often than once every two (2) months. The County shall pay the cost of any such examination.

Section 35.4. In the event an employee is permanently disabled from performing his/her regular duties, the injured employee shall receive one hundred percent (100%) of their highest pay rate, offset by income from social security, workers compensation, disability retirement, and any other benefit provided by the County.

Section 35.5. Employees who do not qualify for administrative leave and those denied administrative leave may pursue a claim under the Pennsylvania Workers Compensation Act. Employees who receive workers compensation benefits shall be entitled to continued health benefits for a period of six months from the date workers compensation is granted. PTO does not accrue while an employee is disabled.

Section 35.6. It is understood and agreed that an injured employee has the right to select benefits under administrative leave or workers compensation. It is not intended by the County or the Union that an employee be entitled to receive both administrative leave and workers compensation benefits for the same period of disability. Any duplicate payment for the same period of disability shall be refunded to the County. All administrative leave benefits cease immediately if the employee elects the workers compensation option by filing a petition with the Bureau of Workers Compensation.

ARTICLE 36 – MATERNITY / PATERNITY LEAVE

Section 36.1. All employees who become parents through childbirth or formal adoption shall be granted parental leave, upon request, in accordance with the County's Family Medical Leave Policy.

ARTICLE 37 – BEREAVEMENT LEAVE

Section 37.1. Full time employees are authorized a minimum of four (4) consecutive bereavement leave days with pay for death of members of the immediate family which will include spouse, children, step-children, adopted children, foster children, parent, step-parent, sibling, step-sibling, grandparent, grandchild and/or a member of the employee's household for at least six (6) months preceding death.

Section 37.2. Two (2) days bereavement leave with pay are authorized for full time employees upon the death of father-in-law or mother-in-law (if the employee is residing with the spouse), uncle, aunt, nephew, niece, cousin, and/or a member of the employee's household for less than six (6) months preceding death.

Section 37.3. It will be the responsibility of the employee to present proof and verification of such death and family relationship and date and location of funeral to the County upon request.

Section 37.4. Employees will be permitted reasonable time off work without pay for other deaths in family, or when extensive travel is involved. Employees may utilize compensatory time or PTO Primary for such purpose.

ARTICLE 38 – MILITARY LEAVE

Section 38.1. Employees enlisting or entering the military service of the United States shall be granted all rights and privileges provided by applicable law.

Section 38.2. The County shall pay the health insurance contributions for employees on leave of absence for training in the military reserves or National Guard not to exceed fifteen (15) days.

Section 38.3. The County will compensate employees in the military reserves or National Guard for annual training not to exceed fifteen (15) days lost work.

Section 38.4. Requests for military leave must be accompanied by military orders, unless the leave is for an emergency recall.

ARTICLE 39 – JURY DUTY

Section 39.1. All employees called for jury duty will receive the difference between their regular daily rate of pay and the actual payment received for jury service, for each day of jury duty which results in a lost work shift. Employees may be required to submit the compensation voucher from the Court showing payment.

Section 39.2. Employees selected for jury duty will not be required to report to work unless they have at least eight (8) hours off between the jury duty and the beginning or end of their regular shift.

ARTICLE 40 – HOLIDAYS

Section 40.1. The following holidays shall be observed as paid holidays:

New Year's Day (January 1st)
Martin Luther King Day (as observed)
President's Day (as observed)
Memorial Day (as observed)
Independence Day (July 4th)
Labor Day (as observed)
Veteran's Day (November 11th)
Thanksgiving Day (as observed)
Christmas Day (December 25th)

Section 40.2. All employees who have been employed for more than thirty (30) calendar days shall be entitled to the above holidays and shall be paid one (1) day's pay at each employee's respective rate. One day's pay shall equal eight (8) hours at the employee's regular straight time rate of pay.

Section 40.3. Employees whose shift begins on the above listed holidays shall be paid at the rate of one and one-half (1-1/2) times their hourly wage, in addition to the holiday pay. Employees who have been employed at the Prison at least twelve calendar months and who have used less than five (5) unscheduled days of PTO Primary in the prior twelve (12) calendar months, and who have not been absent (other than on an approved and pre-scheduled leave) on the day of, or the day before, or the day after, any contractual holiday will be paid two (2) times their hourly rate of pay in addition to the holiday pay.

Section 40.4. In order to receive holiday pay, the employee is required to work on his/her scheduled work day before and after a holiday. If an employee is out unscheduled on a holiday or does not work his or her scheduled work day before and after the holiday, such an employee must provide detailed documentation verifying a legitimate illness from a medical doctor or not get paid for the holiday. See Addendum 3.

Section 40.5. All hours worked on holidays shall be counted as hours worked in the computation of weekly overtime.

Section 40.6. An employee who works any shift on Easter Sunday shall be paid one and one-half times their regular hourly rate for all hours worked.

Section 40.7. In the event the Board of Commissioners declares an annual County-wide holiday for non-union employees that is not included in the list in Section 40.1, that annual County-wide holiday shall also apply to this bargaining unit.

ARTICLE 41 – INSURANCE BENEFITS

Section 41.1. The County will continue to offer eligible employees medical, hospitalization, prescription, dental and vision insurance coverage as provided to all other Dauphin County employees as detailed in the annual Dauphin County Open Enrollment Benefit Guide, throughout the term of this Agreement. Employee copays shall be as set forth in the Dauphin County Open Enrollment Benefit Guide.

If the County becomes aware of any change in the Insurance Benefits offered, it must immediately notify the Union who have the option to reopen this Agreement to negotiate the benefit for its members. The panel will retain jurisdiction to resolve any benefit dispute that the parties may not be able to resolve during the term of this Agreement.

Eligible employees governed by this Agreement shall receive the same deductible offerings as non-union employees and shall pay the same premium share, copays, and spousal surcharge amounts as non-union employees. In 2022, those offerings shall be as follows:

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		

In 2022, the spousal surcharge shall be \$130.00 per month.

In the years following 2022, the amounts of the Employee's deductible, premium share, and/or spousal surcharge shall not increase more than 6% per year. The County contribution to the Qualified High Deductible Health Plan shall be in an amount set by the County Commissioners in 2023, 2024, and 2025 for all County employees.

Either party may demand bargaining for the express purpose of agreeing to modifications to the health benefit plan that will avoid or eliminate the Cadillac Tax prior to the implementation of such tax. Any demand for bargaining must be made promptly and will begin within 15 days.

The spousal surcharge shall be charged if a spouse is eligible for coverage under another employer offered plan and the spouse declines coverage under the third party plan and elects coverage under the County's plan. All spouses will be required to sign an eligibility-for-coverage certification during open enrollment. The spousal surcharge is in addition to the individual amount employees with children amount, as appropriate.

Employees will be eligible for the same wellness program and associated incentives as is offered to non-union employees.

The opt out stipend for medical, dental and/or vision shall be the same as what is offered for non-union employees.

Section 41.2. Effective January 2022, 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, with a dental and vision plan for this bargaining unit with the level of benefits to be the same as in the existing 2021 Plan or the same as that provided for other County (non-bargaining unit) employees, whichever is greater. The

employee premiums, copays, and deductibles for these plans shall be the same as is charged to non-union employees.

Section 41.3. Effective January 2016, 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), with County paid term life insurance which shall equal 150% of the employee's annual income, rounded to the next highest thousand dollars. The maximum payment is \$65,000. The County will not be responsible for any taxes incurred for amounts over \$50,000.

Section 41.4. An employee covered under the administrative leave/workers' compensation provision of this Agreement (Article 35) shall be entitled to receive family health benefits as set forth in Article 35.

Section 41.5. 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 41.6. The County shall provide a certificate of life insurance in the amount of ten-thousand (\$10,000.00) for retired employees who are fifty-five (55) years of age and have completed twenty (20) years of service.

Section 41.7. Post- retirement health insurance.

Section 41.7.1 Upon retirement, employees who:

- are at least fifty-five (55) years old,
- have completed at least twenty (20) years of service with the County,
- have completed at least five (5) years of service in the instant bargaining unit,
- are receiving benefits under the County's program at the time of retirement, and
- are employed by the County at the time of retirement,

will be eligible to participate in the County's health insurance plans/programs (i.e., the medical, dental, vision, and prescription programs), consistent with the terms set forth below. The health insurance programs shall be the same plans/programs offered to active employees.

Section 41.7.2 These benefits shall be paid for a period of ten (10) years following one's date of retirement, but shall not apply if one is or becomes eligible for Medicare, or if oneself or one's spouse is eligible for coverage under the spouse's plan or another plan. Coverage will be limited to employee or employee and spouse only; it will not be multi-party or family coverage. The spouse will be covered only if he/she was covered by the employee's health insurance prior to retirement.

Section 41.7.3 Further, after one year, the County's contribution will be limited to 70% of the COBRA cost, with the retiree to pay the remaining 30%. Human Resources will notify retirees of the plan choices during Open Enrollment and retirees must make their selections, in writing, prior to the close of the enrollment period. Failure to submit a monthly payment within 30 days will result in cancellation of coverage with no reinstatement. The first year (twelve months) the County will pay 100% of the COBRA cost.

Section 41.7.4 The spousal surcharge shall also apply to retirees.

Section 41.8. In the event the federal government mandates national health care which causes an economic impact on employees, the Union and County will negotiate over its effects. Failure to reach an agreement will result in arbitration.

Section 41.9. Upon retirement, employees who have completed ten years of service with the County and are employed with the County at the time of retirement will have the option to purchase health insurance benefits through the County for themselves and "qualified" dependents. 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). Employees hired on or after January 1, 2017 will be ineligible for any post-retirement health insurance identified in Section 41.7.2.

ARTICLE 42 – PENSION

Section 42.1. The Pension Fund is regulated by the Dauphin County Retirement Board.

Section 42.2. By State and County regulations, a mandatory minimum contribution of five percent (5%) of the employee's salary will be applied to the County Pension Fund for new employees hired after the starting date of this Agreement. Employees may be governed by another percentage under previous State regulations depending on their date of hire.

Section 42.3. The benefits relative to retirement shall automatically be amended if the Commissioners should adopt the early retirement benefit recently offered by the Legislature of the Commonwealth of Pennsylvania.

ARTICLE 43 – DRUG & ALCOHOL

Section 43.1. The County and the Union recognize that drug and alcohol abuse is a serious threat to our society and work environment. It is with that concern that arbitration award dated 10/31/94 directed the parties to include a drug testing procedure in the Collective Bargaining Agreement. The drug testing procedure includes a base line test as well as testing for probable suspicion. The testing procedure will be included in this Agreement as Addendum 1.

ARTICLE 44 – OVERTIME / COMPENSATORY TIME / DRAFT

Section 44.1. All hours worked in excess of eight (8) hours in one (1) day or in excess of forty (40) hours in one (1) week shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate. Time not worked and not otherwise compensable does not count toward overtime; PTO shall either count or not count toward overtime as set forth in Article 34.

Section 44.2. The Employer shall determine whether overtime shall be offered and the number of hours needed.

Section 44.3. If there are an insufficient number of officers scheduled to report to work on a given shift, Dauphin County Prison shall seek volunteers from the shift preceding the overtime shift. Volunteers will be asked to work overtime based on their position on the voluntary overtime list. Employees who decline overtime will waive any claim to voluntary overtime and will be passed on the voluntary overtime list.

Section 44.4. If there are an insufficient number of volunteers from the preceding shift, the overtime will be offered in seniority order to employees who are scheduled off duty and have signed the overtime street list. This includes employees on their normal scheduled days off and employees scheduled to work the shift following the overtime shift.

Section 44.5. If it is necessary to force overtime, the overtime will be forced upon the least senior employee working the shift preceding the overtime, on a rotating basis, provided that employee is not exempt as provided by Sections 44.7, 44.8, 44.9 or 44.10 below. The rotation will renew at the start of each new pay period (0550 Monday).

Section 44.6. If an employee volunteers to work and works at least twenty-four (24) hours in a pay period, that employee may not be drafted for the remainder of that pay period.

Section 44.7. No correctional officer may be drafted more than twice a week and no back-to-back drafting.

Section 44.8. An employee's scheduled days off and approved and pre-scheduled PTO shall commence at the end of the normal scheduled shift and work day which precedes the scheduled days off. An employee's scheduled days off and approved and pre-scheduled PTO shall end at the beginning of the normal scheduled shift which follows the scheduled days off.

Section 44.9. No correctional officer may work back-to-back eight (8) hour overtime shifts.

Section 44.10. If a correctional officer is drafted, the correctional officer can get a replacement providing such replacement is not a violation of the above rules. The drafted correctional officer shall remain eligible for the draft and remain responsible if the replacement officer does not work the full assignment and may receive discipline therefor, unless the replacement officer is prevented from meeting the replacement officer's commitment by such unforeseen circumstances as would otherwise constitute an acceptable reason.

Section 44.11. Employees who volunteer to work more than three hundred twenty (320) hours in any rolling three hundred sixty-five (365) day period, shall receive a bonus of four hundred dollars (\$400.00) shortly after the end of the three hundred sixty-five (365) day period. In the alternative, the employee may elect to have two attendance points deducted from their point total, or if the employee has no attendance points he or she may elect to receive two "good points" in accordance with Article 12.3 and subject to the cap therein. Any employee who qualifies for this benefit may begin another period of eligibility on the day after the three hundred sixty-five (365) day period is completed.

Section 44.12. The "voluntary overtime list" referred to in Section 44.4 above will renew at the start of each new pay period (0550 Monday). The list will cycle from the senior Sergeant to the least senior correctional officer working. Once an officer works or declines work, the list will proceed to the next officer on the list.

Section 44.13. Employees who take leave time (for example, PTO, compensatory time) will not be eligible to work overtime on that shift, nor the shifts before or after.

Section 44.14. During declared "snow emergencies," disciplinary policies concerning tardiness do not apply. Employees who are late will be permitted to work, providing the employee calls the

shift commander within 40 minutes after the start of roll call or, if the shift remains understaffed, when the employee arrives at the Prison. All shifts will be staffed up to complement, if possible. Employees will not be required to work more than 16 consecutive hours without receiving a four hour rest period. Thereafter, employees will receive a four hour rest period at the conclusion of each additional four hours of work. An employee will not be considered eligible for available overtime until after he/she has completed his/her designated rest period. During rest periods, employees will be paid on-call pay. When employees arrive for duty, they will replace those employees who have worked the most "on duty" hours as of that time. If several employees have worked the same number of hours and there are no volunteers to go home, then the least senior employee will be relieved.

Section 44.15. Doctor excuses for long-term or permanent exceptions/limitations to drafting will not be required to be provided to the Employer more often than once every three (3) months.

ARTICLE 45 – WAGES

Section 45.1. All wages are based upon forty (40) hours per week. For purposes of calculating overtime, the hourly rate shall be the per annum wage divided by 2080 hours.

Section 45.2. Employees with hourly rates below the career rate, referenced below, shall receive an annual 2.95% wage increase effective with the first day of the first full pay period in 2022, 2023, 2024, and 2025. In no event shall an employee's annual wage increase result in their hourly rate being above the career rate. Any wage increase that would result in an hourly rate in excess of the career rate shall be limited to the amount that would make his or her hourly rate equal to the career rate.

The career rates shall be set as follows:

Job Title	2022	2023	2024	2025
CO, Maintenance, Laundry	\$35.86	\$35.86	\$36.39	\$36.94
Sergeant, Asst. Maint. Supv.	\$42.87	\$42.87	\$43.51	\$44.16
Records Officer	\$35.70	\$35.70	\$36.24	\$36.76

An employee with an hourly rate equal to the career rate on the date of the yearly increase in 2022 and 2023 shall receive a one-time payment, subject to all applicable payroll taxes in lieu of an increase to his or her hourly rate. In 2022 and 2023 only, sergeants with an hourly rate equal to the career rate on this date shall receive a one-time payment of \$2,200.00 and correction officers, maintenance, laundry, and records officers with an hourly rate equal to the career rate on this date shall receive a one-time payment of \$2,000.00. In no event shall any employee receive both an annual wage increase and a one-time career rate payment.

Section 45.3. The following starting rates will be in effect for employees hired/promoted on or after January 10, 2022 and will be in effect for the term of the contract:

- Correction Officer, Maintenance, Laundry: \$22.13
- Sergeant and Assistant Maintenance Supervisor: \$32.00

Employees being promoted to sergeant and/or assistance maintenance supervisor who earn more than the starting rate prior to the effective date of the promotion shall receive a 2.95% increase effective on the promotion effective date.

Section 45.4. Employees with twelve (12) or more years of service at Dauphin County Prison and five (5) or more years in rank will move to the career rate effective with the start of the first full payroll period following the employee's anniversary.

Section 45.5. Employees working on second and third shifts will receive a shift differential of twenty cents (\$.20) per hour.

Section 45.6. Sergeants and/or correctional officers shall be entitled to out-of-class pay when s/he works consecutively thirty (30) minutes or longer in the Captains' Office while filling in as a lieutenant at the direction of the Warden or his designee, or when s/he works consecutively thirty (30) minutes or longer performing "Daily Cellblock Inspections" at the direction of an on-duty captain or lieutenant. For purposes of this Section, Daily Cellblock Inspections are those inspections normally performed by a captain or lieutenant on the block as a supervisor fulfilling the requirements promulgated under the Prison Rape Elimination Act and Title 37, Chapter 95.

For purposes of this section, said thirty (30) minutes shall not include time used to receive instructions or prepare for such work. Out-of-class pay shall be the starting salary of a lieutenant and in no event shall this work result in a lower pay to the bargaining unit member.

Section 45.7. Effective the second full pay period of 2022, all paychecks will be in the form of direct deposit. Employees who have not yet signed up for direct deposit will be provided with the necessary paperwork to complete.

Section 45.8. Effective January 10, 2022, an employee who reaches twenty-four (24) months of full-time service at Dauphin County Prison shall receive a one-time retention payment of \$1,000.00 paid out over twenty-six (26) subsequent and consecutive pay periods. The first payment shall be included on the employee's first paycheck following the anniversary. Any employee who reaches the twenty-four (24) month anniversary prior to January 10, 2022 shall not be eligible for the retention payment.

ARTICLE 46 – COST OF LIVING

Section 46.1. Effective July 1, 2003, and each July 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 July of the current year with July of the previous year. If the increase in the CPI-U for July of the current year exceeds the CPI-U for July 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 46.2. The method of determining the percentage of increase (change) in the CPI will be as follows: Current CPI (CPI for July in current year) less the base CPI (CPI for July in prior year),

divided by the base CPI (CPI for July in the prior year), multiplied by 100 equals the percentage (%) of increase in CPI-U.

EXAMPLE: If the CPI-U on July of 2003 is 140 and the CPI-U in July of 2002 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 2003 would be increased 7.69% less 5% or 2.69%, retroactive to January 1, 2003. If the CPI-U in July of 2003 is 145 and the CPI-U in July of 2002 was 140, the percentage of increase would be as follows: $145 - (\text{minus}) 140 / \text{divided } 140 \times (\text{times}) 100 = 3.57\%$ which is less than 5%, so there would be no increase in base salary.

ARTICLE 47 – DEFINITIONS

Section 47.1. As used in this Agreement, the following terms shall have the meaning as follows:

"ACT"	Public Employee Relations Act, Act of the General Assembly of the Commonwealth of Pennsylvania, No. 195, July 23, 1970.
"EMPLOYEE"	Any individual employed by the County at the Dauphin County Prison and included in the unit certification.
"COUNTY"	Dauphin County Commissioners
"UNION"	Teamsters Local Union No. 776
"WORKING DAYS"	Monday through Friday, excluding holidays.
"EMERGENCY"	Emergency shall be defined as follows: "A sudden, urgent, unusually, unforeseen occurrence or occasion requiring immediate action." An emergency may be declared by the Warden, Deputy Warden, or the authorized representative, upon any of the following occurrences: riot, fire or natural disaster, or such other events as meet the above definition.
"HIRE DATE"	Considered the date of employment used to determine seniority at DCP. An employee covered by this Agreement with a seniority date prior to January 1, 1995 will not be affected by the tier method for PTO.

ARTICLE 48 – FAMILY AND MEDICAL LEAVE


Section 48.1. The parties agree to the adoption of the County's Family and Medical Leave Act Policy set forth in Addendum 3 herein. Employees shall be prohibited from performing any work or other service while on FMLA leave. Employees on FMLA leave and utilizing leave time must continue to comply with the Prison's call off procedures. If, during the term of this Agreement the County proposes to make changes to the FMLA policy, such changes must be mutually agreed to between the Parties.


Section 48.2. Failure to comply may result in points under the Absenteeism Policy or other disciplinary action. Any penalties or discipline pursuant to the Absenteeism Policy will remain subject to the Grievance and Arbitration procedure.


ARTICLE 49 – TERMINATION

Article 49.1. This Agreement shall be effective on January 1, 2022 and will continue in full force until December 31, 2025. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act.


COUNTY OF DAUPHIN







TEAMSTERS LOCAL UNION NO. 776

 TCU #776 B.A.

ADDENDUM 1 – DRUG & ALCOHOL

PREAMBLE

While abuse of alcohol and drugs among our members is the exception rather than the rule, the Dauphin County Commissioners and representatives of Teamsters Local Union No. 776 share the concern expressed by many over the growth of substance abuse in American society. We also recognize that employees are our most valuable resource and it is our goal to provide a healthy working environment which promotes personal opportunities for growth.

The drug testing procedure, agreed to by labor/management incorporates state-of-the-art employee protection during specimen collection and laboratory testing to protect the innocent. In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedure:

UNIFORM TESTING PROCEDURE

1.1. BASE LINE TESTING

Once an education and training program has been completed as outlined in Section 1.9, the parties agree that a "Base Line Test" will be conducted which will include all Dauphin County Prison employees covered by this Agreement. Future "Base Line Tests" may be scheduled by mutual agreement between the parties.

1.2. PROBABLE SUSPICION TESTING

In cases in which an employee is acting in an abnormal manner and a supervisor has probable suspicion to believe that the employee is under the influence of controlled substances or alcohol, the County may require the employee (in the presence of a Union Shop Steward, if possible, or other Union employee if available) to submit urine specimens, blood samples or undergo an approved breath analysis. The supervisor must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Union. Probable suspicion means suspicion based on specific personal observations that the County representative can describe concerning the appearance, behavior, speech or breath odor of the employee. The supervisor must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop steward or other Union official. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. If requested, the employee will sign a consent form authorizing the clinic to withdraw a specimen of urine and/or blood or perform a breath analysis and release the results of the laboratory testing to the County, but shall not be required to waive any claim or cause of action under the law.

A refusal to provide a specimen or undergo a breath analysis test will constitute a presumption of being under the influence of drugs or alcohol and the employee will be subject to discharge without the receipt of a prior warning letter. The employee will be given as much time as necessary to provide a urine specimen. After a reasonable waiting period, the County may terminate the procedure and proceed with laboratory testing based upon blood specimens alone. When testing for blood alcohol content, the employee will have the option to submit a blood sample or undergo the breath analysis.

Contractual time limits for disciplinary action, as set forth in the Collective Bargaining Agreement, shall begin on the day on which the results are returned to the Prison Administration.

1.3. CHAIN OF POSSESSION PROCEDURES

At the time specimens are collected for either probable suspicion or base line examinations, the employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled and initialed by the employee to ensure that the specimens tested by the laboratory are those of the employee. The required procedure is as follows:

- 1.3.1.** Where a blood specimen is taken, the blood specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be placed in the transportation container after being drawn. The container shall be sealed in the employee's presence and the employee given the opportunity to initial or sign the container. The container shall be sent to the designated testing laboratory on the same day or the soonest normal business day by the fastest available method.
- 1.3.2.** Where urine specimens are to be provided, at least sixty (60) ml of specimen shall be collected in total and placed in two (2) self-sealing, screw-capped containers. These shall be sealed, labeled and initialed by the employee without the containers leaving the employee's presence. The employee has an obligation to identify each specimen and initial same. The specimens must be immediately sealed in a transportation container which, itself, will be initialed by the employee, and sent via the fastest available means to the designated testing laboratory.

In this urine collection procedure, urine shall be obtained directly in a wide-mouthed "clinic" specimen container, which shall remain in full view of the employee until transferred to, and sealed and initialed, in the two (2) tamper-resistant urine bottles in the kit. At the employee's request, he/she may void directly into the two (2) tamper-resistant urine bottles in the kit.

It is recognized that the County has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimens to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances, may observation take place while the employee is producing the urine specimens. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine and/or chloride measurements may be performed by the laboratory.

The parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the specimen(s) in the presence of the employee to be tested. If each container is received at the laboratory in an undamaged condition, with properly sealed, labeled and initialed specimens, as certified by that

laboratory, the County may take disciplinary action or require rehabilitation based upon properly obtained laboratory results.

1.3.3. Breath Analysis

To test for alcohol intoxication, the Blood Alcohol Content (BAC) shall be determined by using an Evidential Breath Testing (EBT) device capable of providing printed results and assigning a unique sequential number to each test. The device must also print out the name of the device, the device's serial number and the time of the test. The employee will receive a duplicate copy of the printed results and testing information.

Breath samples will be collected by a Breath Alcohol Technician (BAT) who is properly trained and certified to conduct the testing.

The threshold levels used to determine alcohol intoxication shall be:

Probable Suspicion	.09% BAC
Base Line Testing	.075% BAC

1.4. DRUG TESTING KITS

1.4.1. Blood Sample Kits

The contents of the blood sample kits shall be as follows:

- a. Security seals for sealing and initialing each collection container; and nylon-reinforced shipping seals or sealing flaps for securing the exterior of the blood kit.
- b. Non-alcohol antiseptic swab (providone-iodine 10%)
- c. Holder for evacuated tube and needle.
- d. 20 gauge x 1.5" multiple sterile pyrogen-free needle.
- e. Two (2) sterile evacuated GRAY top blood collection tubes containing 100 mg sodium fluoride and 20 mg potassium oxalate. (Two (2) sterile evacuated blood collection tubes without anticoagulant, preservative or serum separator- e.g., RED top or DARK BLUE top tubes - are optional.)
- f. Instructions for specimen collection and subject consent form, and chain of possession form.

The chain of possession form in the specimen collection kit shall be completed by the hospital/clinic personnel during specimen collection and returned to the kit with the blood specimen before sealing the entire kit. The exterior of the collection kit must then be secured (e.g., by placing the nylon-reinforced shipping seals over the outlined tab areas, or sealing the flaps if the latter be provided for). If possible, the employee should initial the "nylon" seals or flaps.

1.4.2. Urine Collection Kits

Where the County requires a urine drug screen, the contents of the urine collection kit shall be as follows:

- a. Two (2) screw-capped, self-sealing, tamper-resistant urine collection bottles.
- b. Security seals for sealing and initialing the urine bottles.
- c. Instructions for urine collection.
- d. Chain of possession form with space for listing "current" medication(s) - including prescription and non-prescription (e.g., "over-the-counter") medications.
- e. Nylon-reinforced shipping seal or sealing flaps for securing the exterior of the urine kit.
- f. A self-adhesive mailing label, and a separate set of nylon-reinforced shipping seals for use in the event that the second (2nd) part of the urine sample is to be shipped to a different laboratory.

The chain of possession form in the urine collection kit shall be completed by the clinic personnel and returned to the kit before sealing the entire kit is sealed. The exterior of the urine collection kit shall then be secured (e.g., by placing the nylon-reinforced shipping seals over the outline tab area or sealing the flaps if the latter be provided for). If possible, the employee should initial the "nylon" seal or sealing flaps.

Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to (1) and (2) above. Alternatively, the employee to be tested shall be given his/her choice among a number of available kits.

1.5. LABORATORY REQUIREMENTS

1.5.1. Urine Testing

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs listed in Section 1.6, employing the test methodologies and cutoff levels specified in Section 1.6.

1.5.2. Specimen Retention

All specimens deemed "positive" by the laboratory, in accordance with the prescribed guidelines, must be retained for identification purposes at the laboratory for a period of six (6) months.

1.5.3. Split Sample Procedure

There will be an optional split sample procedure available to employees. When a test kit is received by the laboratory, one (1) sealed urine specimen bottle shall be removed immediately for testing. The shipping container with the remaining sealed bottle shall be immediately placed in secure refrigerated storage.

The employee will be given two (2) containers for his/her urine specimen. The two (2) containers must be filled with no less than 60 ml of urine in total and then forwarded to an approved laboratory for testing. If the first (1st) laboratory tests the specimen as positive in accordance with their certified testing methodology, then, upon request of the employee within twenty-four (24) hours, the second (2nd) urine specimen will be forwarded by the first (1st) laboratory to another independent HHS certified laboratory of the employee's choice for GC/MS confirmatory testing of the presence of the drug detected by the first laboratory. In the event the employee is unavailable and cannot be reasonably reached within twenty-four (24) hours to offer the option of testing by a second (2d) laboratory the procedure for testing by a second laboratory will be implemented automatically by the County.

If the second (2nd) test is positive for the drug detected by the first laboratory, and the employee elects one of the rehabilitation options of this Addendum, the employee shall be responsible to reimburse the County for fifty percent (50%) of the cost for the second (2nd) confirmation test before entering the rehabilitation program. If an employee elects to have the second (2nd) sample analyzed, he/she shall at that time, execute a special check-off authorization form to insure payment by the employee.

If an employee elects the option of testing by a second (2d) laboratory, disciplinary action or mandatory rehabilitation can only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug detected by the first laboratory. However, the employee may be taken out of service as soon as the first (1st) laboratory reports a positive finding.

If the second (2nd) laboratory report is negative, the employee will be reimbursed for the cost of the second (2nd) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action in the Collective Bargaining Agreement are waived.

1.5.4. Laboratory Accreditation

The laboratory used to perform the initial specimen testing shall be approved and certified by the Pennsylvania Department of Health. All laboratories used to perform the second confirmation test pursuant to this Agreement shall be accredited by the National Institute of Drug Abuse (NIDA).

1.6. LABORATORY TESTING METHODOLOGY

1.6.1. Urine Testing

The initial testing shall be immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs that are in effect at the signing of this Agreement.

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmation procedures to determine whether the test is negative or positive for various

classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing programs that are in effect at the signing of this Agreement.

All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.

In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation test, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

1.6.2. Blood Testing

In testing blood specimens, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate.

In probable suspicion testing, a "positive" finding for cannabinoids will be forensically reported under any of the following results obtained after testing blood specimens by gas chromatography/mass spectrometry:

- a. The blood/serum contains at least two (2) and up to five (5) nanograms THC/ml and at least ten (10) nanograms THC metabolites/ml.
- b. The blood/serum contains at least five (5) or more nanograms THC/ml, regardless of the THC metabolite concentration.
- c. The blood/serum contains twenty (20) or more nanograms THC metabolites/ml, regardless of the THC concentration.

If none of the above marijuana findings results are obtained, a "negative" finding shall be reported.

Where other Schedule I and/or Schedule II drugs are detected in blood, the laboratory shall report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

1.6.3. Prescription and Non-prescription Medications

The employee shall note on a form furnished by the County, the use of any prescription or non-prescription medications before any test is given. The County may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician.

If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

1.7. LEAVE OF ABSENCE PRIOR TO TESTING

- 1.7.1.** An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested by the employee.
- 1.7.2.** Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless it be extended by mutual agreement. While on such leave, the employee shall receive the benefits provided by the Collective Bargaining Agreement except that the employee shall not accrue any PTO.
- 1.7.3.** Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Section 1.8 of this Addendum. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.
- 1.7.4.** The provisions of this Addendum shall not apply to probationary employees.

1.8. RETURN TO EMPLOYMENT AFTER A POSITIVE TEST

- 1.8.1.** If a laboratory following procedures described in Sections 1.5 and 1.6 reports that a test is positive in the Base Line Test, the affected employee shall be permitted a one time opportunity for rehabilitation treatment at an approved rehabilitation clinic which is agreed upon by the Union and the County. The cost of rehabilitation will be borne entirely by the applicable County health plan. An employee may utilize any accrued time, including PTO, compensatory time and other available time, while the employee is undergoing treatment. An employee who has exhausted all available paid time may be granted PTO Primary days expected to be accrued up to one (1) year following the date of his/her request.
- 1.8.2.** While undergoing treatment, the employee shall receive the benefits provided by the Collective Bargaining Agreement except employee will not continue to accrue any PTO.
- 1.8.3.** Upon being reinstated consequent to completion of treatment, the employee shall be subject to three (3) subsequent tests for drugs/alcohol without prior notice, with two (2) tests to occur within six (6) months of the employee's return to active employment, and the third (3rd) test to occur within six (6) months to twelve (12) months after the employee's return to active employment. A positive test result as set forth in Section 1.6 of this Addendum, or a refusal to submit to testing shall result in discharge without the receipt of a prior warning letter.
- 1.8.4.** Nothing in this Section 1.8 shall be construed as limiting the County's agreed- upon right to carry out testing on the basis of "probable suspicion" as defined herein.
- 1.8.5.** The degree of treatment provided and the terms under which an employee satisfactorily completes treatment will be determined by the rehabilitation clinic chosen to perform the service.

1.9. SUPERVISOR TRAINING AND EDUCATION PROGRAM

Prior to implementation of testing, all management, supervisory staff and labor representatives shall undergo an approved chemical dependency training. Participants will learn the dangers of chemical abuse, including that of alcohol, and the process that leads to addiction. Work site identification shall focus on recognition of on-the-job symptoms related to deterioration of job performance. Participants will be fully trained in intervention and accessing appropriate treatment.

Prior to employee testing, all employees shall participate in educational sessions which will provide insight into the addiction process. Participants will learn to distinguish the differences among use, abuse and addiction of/to substances (including alcohol); and how job performance and their daily lives are affected. Employees will be furnished personal copies of this Agreement and be given the opportunity to ask questions and address concerns about the contents of the policy.

ADDENDUM 2 – UNIFORM DRESS CODE

The purpose of this policy is to establish acceptable standards of dress and uniform regulations for Dauphin County Prison employees. All employees shall be neat and well groomed at all times. All clothing (uniform or civilian), shoes and outerwear shall be neat and clean. Employees will present a professional appearance. Moustaches and beards are permissible, but must be neatly trimmed and groomed. Hair must be neat and clean at all times. Long hair is discouraged, as such may constitute a safety hazard in the event of an altercation. Employees must display an identification badge on their uniform as designated herein. All employees who enter the Prison shall adhere to the following standards respective to their positions.

2.1. NON-UNIFORM STANDARDS

Those individuals that are not required to wear uniforms may wear civilian clothing that is tasteful and appropriate for their position. Non-uniform employees who work in administrative, professional or clerical roles are expected to dress in a manner consistent with their position.

Specifically, the following items of apparel are prohibited:

- a. Revealing, sheer or see-through clothing such as tight skirts, slacks, blouses or dresses that reveal the lines and/or color of underclothing.
- b. Shorts.
- c. Tank tops, halter tops, low-cut blouses, or any top which allows a bare midriff or bare shoulders.
- d. Mini-skirts or skirts, skorts, dresses and culottes that do not touch the top of the knee, or reveal an inappropriately/revealing slit up the front, back or side.
- e. Spandex or other skin tight pants.
- f. Torn, ripped, frayed or obviously patched clothing.
- g. Rubber thong sandals.
- h. Shoes that impede the ability to walk or climb safely.

The following items of apparel are permitted with restrictions:

- a. Jeans that are neat, clean and without stains, holes, rips, tears, slits or laces.
- b. Sweat pants may be permitted under special circumstances such as days devoted to cleaning, for medical reasons, or during inclement weather.
- c. Culottes and skorts are acceptable only if they have the appearance of a skirt rather than shorts, and providing they meet the stated length restrictions; i.e., they must reach the top of the knees.
- d. T-shirts and sweat shirts are permitted, provided they present a neat appearance. Specifically prohibited are any logos which refer to violence, sex, alcohol, drugs or contain otherwise offensive, controversial or inappropriate language or designs.
- e. Tennis/running/sport shoes are permitted, provided they are clean, free from holes and properly laced.

Other provisions:

- a. Jewelry - staff members are urged to be very conservative in the use of jewelry, and to remember that in addition to the possibility of loss or theft, chains and pins can be used as weapons. Employees who are assigned to work in cell blocks are permitted to wear watches and wedding rings only.
- b. Ties and scarves - staff members should be aware that, if they are working closely with inmates, or are on the block, neckwear can be a safety hazard. Therefore, no scarves are permitted to be worn when assigned to block duty. Break-away ties are permissible.
- c. Within the Prison, hats are permitted only if they are Prison issue.
- d. Non- uniformed staff will display identification badges on their shirt/blouse pocket or lapel area.

2.2. UNIFORM DRESS CODE

Uniform items will be furnished by the Prison to uniformed personnel according to contractual provisions. No part of the uniform may be worn for personal use. Uniformed personnel who wear their uniforms to and from work are required to wear the uniform in its entirety, and in a neat, professional manner. (i.e., when traveling to or from work wearing a uniform shirt, the shirt must be tucked in. If wearing a hat, it must be either the winter or summer Dauphin County Prison cap or a plain, solid navy blue or black knit hat.) Personnel appointed to outside assignments such as court, hospitals, or funerals must wear appropriate Prison uniform.

Security personnel shall wear the uniform as follows:

- a. Uniform Shirt - must be clean and wrinkle free/pressed at all times, with appropriate patches in place and proper insignia/ rank displayed.
- b. Chevrons and Insignia
 - 1) The issued American flag must be worn on the right sleeve one inch down from the sleeve seam.
 - 2) The Dauphin County Prison logo must be worn on the left sleeve one inch down from the seam.
 - 3) Rank insignia for Captains and Lieutenants must be worn on the shoulder one inch up from the top sleeve seam.
 - 4) Rank insignia for Sergeants' must be worn on the sleeve one half inch below the Prison logo and American flag.
 - 5) Marksmanship award obtained through N.R.A. qualification will be worn over the right pocket one inch from pocket seam. (above name tag, if worn)
 - 6) Whistle with chain will be worn on the left pocket one inch from the top edge seam. The chain will go through the pocket slot up to the shoulder button.
 - 7) Collar insignia will be limited to rank designation, state seal or D.C.P. insignia, and will be gold in color for Captains and Lieutenants, and silver in color for Sergeants and Correctional Officers.
 - 8) The American Red Cross insignia will be worn right under the Dauphin County Prison logo on the left sleeve, or under the Sergeant rank insignia, if appropriate.

- 9) The Dauphin County Prison badge (cloth shield) must be worn above the left shirt pocket.
- 10) The I.D. badge must be worn from the right shoulder epaulet, and must be displayed at all times.
- 11) Name badges, if worn, are to be worn over the right shirt pocket.
- 12) The Dauphin County Years of Service pin will be worn just above the N.R.A. Marksmanship Award.

- c. Uniform Pants - clean and wrinkle free/pressed at all times.
- d. Uniform hat, if worn - summer or winter issue, with DCP insignia only. Navy blue/black knit hat (AKA watch cap) acceptable.
- e. Uniform Coat, if worn - summer or winter issue, with D.C.P. patches and appropriate insignia in place.
- f. Tie - must be neat, clean and worn in a proper manner. Tie must be black/navy blue and be either Break-away or clip on.
- g. Belt and Buckle - belt must be black in color, with a standard silver or gold buckle.
- h. Shoes - totally black in color, including laces, must be clean at all times. A black, military style oxford is recommended for security personnel. If black, military style oxford shoes are worn, they must be shined. Safety shoes are encouraged for maintenance personnel.
- i. Socks - black, navy blue or white in color, crew length or longer.
- j. T-shirt, if worn - solid white in color with no markings or logos (crew, V-neck, sleeveless acceptable).
- k. Thermals, if worn - Sergeants' and Correctional Officers' must be navy blue in color. Shift Commanders' must be white in color.
- l. Gloves, if worn --must be black or navy blue in color.
- m. Sweaters, if worn - must be navy blue in color. The style must be approved by the administration.
- n. Jewelry, if worn - limited to a watch and wedding band only, unless approved.
- o. Hair - must be neat and clean at all times. Hair must be worn above the collar or pulled back and restrained.
- p. Facial Hair - must be neat and groomed. A distinct edge must be maintained.
- q. Foul weather gear, if worn - only those items issued by DCP. Any variance must be approved by the Warden.
- r. Mock turtleneck shirt, with "DCP" lettering embroidered on the collar, if worn - Sergeants' and Correctional Officers' shirts must only be white (with navy blue lettering) or navy blue (with white lettering) in color. This shirt is to be worn under the issued uniform shirt.

NOTE: Anything not specifically addressed above is not approved. Any other additions or deletions must be approved by the Warden.

ADDENDUM 3 – DAY BEFORE AND AFTER HOLIDAY QUESTIONS

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
						Worked	Holiday	Worked					

(#1) If an employee works their scheduled workday before and their scheduled workday after the holiday, do they get paid for the holiday?

YES

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
						Sick	Holiday	Worked					
						Worked	Holiday	Sick					

(#2) If an employee works their scheduled workday before or their scheduled workday after the holiday, but is sick either their scheduled workday before or their scheduled workday after the holiday, do they get paid for the holiday?

YES, IF THEY PROVIDE A DOCTOR'S NOTE

NO, IF THEY DO NOT

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
				Worked	Day Off	Day Off	Holiday	Worked					
						Worked	Holiday	Day Off	Day Off	Worked			

(#3) If an employee is scheduled off for their regular days off either the days immediately before or the days immediately after a holiday and works their last scheduled workday before, or their first scheduled workday after their scheduled days off, do they get paid for the holiday?

YES

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
				Sick	Day Off	Day Off	Holiday	Worked					
						Worked	Holiday	Day Off	Day Off	Sick			

(#4) If an employee is scheduled off for their regular days off either the days immediately before or the days immediately after a holiday but is off sick their last scheduled workday before, or their first scheduled workday after their days off, do they get paid for the holiday?

YES, IF THEY PROVIDE A DOCTOR'S NOTE

NO, IF THEY DO NOT

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
			Worked	Leave	Day Off	Day Off	Holiday	Worked					
						Worked	Holiday	Day Off	Day Off	Leave	Worked		

(#5) If an employee is scheduled off for their regular days off either the days immediately before or the days immediately after a holiday, schedules approved leave time (PTO) the day before (or after) their regular days off and works their last scheduled workday before or their first scheduled workday after the approved leave time, do they get paid for the holiday?

YES

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
			Sick	Leave	Day Off	Day Off	Holiday	Worked					
						Worked	Holiday	Day Off	Day Off	Leave	Sick		

(#6) If an employee is scheduled off for their regular days off either the days immediately before or the days immediately after a holiday; schedules approved leave time (PTO) the day before (or after) their regular days off, but is off sick their last scheduled workday before or their first scheduled workday after the approved scheduled leave time, do they get paid for the holiday?

YES, IF THEY PROVIDE A DOCTOR'S NOTE

NO, IF THEY DO NOT

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
			Worked	Day Off	Day Off	Leave	Holiday	Worked					
						Worked	Holiday	Leave	Day Off	Day Off	Worked		

(#7) If an employee schedules approved leave time the day immediately before (or immediately after) a holiday, has their regular days off immediately before (or after) the approved scheduled leave and works their last scheduled workday before, and their first scheduled workday after their regular days off, do they get paid for the holiday?

YES

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
			Sick	Day Off	Day Off	Leave	Holiday	Worked					
						Worked	Holiday	Leave	Day Off	Day Off	Sick		

(#8) If an employee schedules approved leave time the day immediately before (or immediately after) a holiday, has their normal regular days off immediately before (or after) the approved scheduled leave, but is off sick their last scheduled workday before, or their first scheduled workday after their regular days off, do they get paid for the holiday?

YES, IF THEY PROVIDE A DOCTOR'S NOTE

NO, IF THEY DO NOT

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
					Sick	Leave	Holiday	Worked					
						Worked	Holiday	Leave	Sick				

(#9) If an employee schedules approved leave time either the day before (or after) a holiday, but is sick their last scheduled workday before, or their first scheduled workday after the approved leave day, do they get paid for the holiday?

YES, IF THEY PROVIDE A DOCTOR'S NOTE

NO, IF THEY DO NOT

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
							Holiday						

(#10) Using the above scenarios in questions #1 through #9, with the holiday on Monday (for an example only), not counting an employee's scheduled off days, how many days do you carry the review out?

4 DAYS

ADDENDUM 4 – DAUPHIN COUNTY FAMILY AND MEDICAL LEAVE ACT
POLICY

Title	FAMILY and MEDICAL LEAVE ACT (FMLA) POLICY/PROCEDURE
Date Issued	April 6, 2016
Last Revision	March 4, 2009

BY DIRECTION OF: Dauphin County Board of Commissioners

I. PURPOSE

To establish guidelines and procedures for leaves under the Family and Medical Leave Act of 1993 (FMLA).

II. SCOPE

This policy applies to all Dauphin County employees; however, if it conflicts with a collective bargaining agreement, the conditions of leave for bargaining unit employees will be governed by the respective collective bargaining agreement.

III. POLICY

All full-time, part-time and per diem employees, who have been employed by Dauphin County for at least twelve (12) months and have worked at least 1,250 hours during a 12-month period immediately preceding the date on which the requested leave will begin, are eligible for FMLA. The twelve (12) months of service need not be consecutive, but employment prior to a continuous break in service of seven (7) years or more will not be counted. In reviewing the 1,250-hour requirement, only actual hours *worked* during the twelve (12) months prior to the date leave is to begin are included; hours used for vacation, sick, bereavement leave, et cetera are excluded.

An employee who meets the eligibility requirements may receive continuation of health benefits coverage (if applicable) for qualified events within each 12-month period. This leave may be taken as continuous leave or, depending upon the nature of the qualifying event, on an intermittent basis.

FMLA leave provides job security and the continuation of benefits. It does not provide paid leave. However, if an employee has paid leave available (e.g., vacation, sick, personal, comp time, paid time off (PTO)), that leave must be used concurrently with FMLA leave. Paid leave will count as part of the twelve (12) weeks of leave or twenty-six (26) weeks for Military Caregiver Leave to which the employee may be entitled under this policy. Once paid leave is exhausted, or if paid leave is not available, time on FMLA leave is unpaid. An employee may reserve up to five (5) days of accrued sick leave for use upon his/her return to work.

IV. DEFINITIONS

A. Dauphin County – The County of Dauphin and the Dauphin County Board of Commissioners and all departments.

B. Employee – Any individual employed by Dauphin County.

C. Covered Servicemember – Consists of either of the following:

1. A current member of the Regular Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
2. A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

D. Covered Veteran – An individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the five (5)-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

E. Family Member – Consists of any of the following:

1. Spouse – A husband or wife as defined or recognized under state law in the state in which the employee was married.
2. Parent – A biological, adoptive, step, foster father or mother, or loco parentis, but does not include in-laws.
3. Son or Daughter - A biological, adopted, step, or foster child, legal ward, or child of a person standing in loco parentis, who is either under the age of eighteen (18), or over the age of eighteen (18) who is incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence.
4. Son or Daughter of a Covered Servicemember – A biological, adopted, step, or foster child, legal ward, or child for whom the Covered Servicemember stood in loco parentis, who is of any age.
5. Son or Daughter on Covered Active Duty or Call to Covered Active Duty - A biological, adopted, step, or foster child, legal ward, or child for whom the Covered Servicemember stood in loco parentis, who is of any age.

F. Leave Year - The 12-month rolling calendar period measured backward from the date each employee's leave commences for all types of leave *except* leave to care for a Covered Servicemember.

The Leave Year for eligible employees who utilize FMLA leave to care for a Covered Servicemember with a serious injury or illness is calculated on a going-forward basis, starting with the first day the leave is taken and ending twelve (12) months later.

FMLA leave is forfeited if not taken within the applicable Leave Year, meaning that it does not carry over from Leave Year to Leave Year.

G. Next of Kin – The nearest blood relative other than the Covered Servicemember's spouse, parent, son or daughter in the following order of priority: blood relatives who have been

granted legal custody of the Servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins, unless the Covered Servicemember has specifically designated in writing another blood relative as his/her nearest blood relative for purposes of this leave provision.

- H. Qualifying Exigencies – Reasons that a Family Member may take FMLA leave when a military member is on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty), which are: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling from a non-health care provider; (6) rest and recuperation; (7) post-deployment activities; (8) parental care; and (9) additional activities where the County and the employee agree mutually to the need for leave.
- I. Serious Health Condition - An illness, injury, impairment or physical or mental condition that involves:
1. Inpatient care - An overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity which results in the inability to work, attend school or perform other regular daily activities due to a serious health condition, or treatment for or recovery from a serious health condition, or any subsequent treatment in connection with this inpatient care.
 2. Continuing treatment by a health care provider – A serious health condition involving continuing treatment by a health care provider including any one or more of the following:
 - a) A period of incapacity of more than three (3), consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - i. Two (2) or more visits to a health care provider, which must occur within thirty (30) days of the first day of incapacity, unless circumstances beyond the employee's control prevent a follow-up visit; or
 - ii. One (1) visit to a health care provider and a regimen of continuing treatment under the supervision of the health care provider, such as taking a prescribed medication.

In circumstances (1) and (2), the first (or only) in-person treatment must occur within seven (7) days of the first day of incapacity, and it is the health care provider, not the employee, who decides if additional treatment visits or a regimen of continuing treatment during the 30-day period is required;
 - b) Any period of incapacity due to pregnancy, childbirth, or for prenatal care;
 - c) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

- i. Requires at least two (2) periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
 - ii. Continues over an extended period of time, including recurring episodes of a single underlying condition; and
 - iii. May cause episodic rather than a continuing period of incapacity.
- d) Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective (e.g. Alzheimer's, severe stroke, or the terminal stages of cancer), and which requires the continuing supervision of, but not necessarily active treatment by, a health care provider;
- e) Any period of absence to receive multiple treatments (including any period of recovery from those treatments) by a healthcare provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for: restorative surgery after an accident or other injury, or a condition that would likely result in a period of incapacity of more than three (3) consecutive, full calendar days in the absence of medical intervention or treatment (e.g., chemotherapy, radiation, et cetera for cancer; physical therapy for severe arthritis; and dialysis for kidney disease).

Treatment does not include routine dental appointments, eye exams, physical examinations, and similar procedures. Ordinarily, minor health problems such as the common cold, flu, earaches, upset stomachs, headaches (other than migraine), and routine cosmetic surgery are not considered "serious health conditions" for FMLA purposes unless complications arise.

Family and Medical Leave is available for treatment for substance abuse (provided the employee otherwise meets the conditions for a "serious health condition"), but not for absences due to substance use or abuse. Leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider.

V. QUALIFIED EVENTS

An eligible employee is entitled to a total of twelve (12) workweeks of leave during each Leave Year in the event of one (1) or more of the following:

- A. A serious health condition of an employee, which renders the employee unable to perform one (1) or more of the essential functions of his/her position.
- B. Care for a qualifying Family Member with a serious health condition.
- C. Birth of an employee's child, care for a newborn child, or placement of a child with the employee for adoption or foster care.

FMLA leave applies equally to male and female employees. Leave to be with a healthy newborn child must be completed during the 12-month period following the birth or placement and may not be taken on an intermittent basis, unless medically necessary for a qualifying serious health condition. FMLA leave may be taken before the actual birth of a child for prenatal care or if the mother's condition prevents her from working. FMLA leave also may be taken before the actual placement or adoption of a child if the employee's absence from work is required for the adoption or placement to proceed.

D. Care of a Covered Servicemember with a serious illness or injury (Military Caregiver Leave).

An eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember is entitled to up to twenty-six (26) workweeks of unpaid leave in a single 12-month period to care for that Servicemember with a serious illness or injury (Military Caregiver Leave). If the eligible employee does not take all twenty-six (26) workweeks of leave to care for the Covered Servicemember during this single, 12-month period, any remaining Military Caregiver Leave will be forfeited. Spouses employed by the County and who are both eligible for FMLA leave will be entitled to a combined total of twenty-six (26) weeks of leave during the single 12-month period to care for a Covered Servicemember with a serious illness or injury.

Note: if an eligible employee has taken sixteen (16) weeks of FMLA leave to care for a Covered Servicemember, then the same employee would be entitled to only ten (10) additional weeks for any other FMLA qualifying purpose during the same 12-month period. But, if the employee takes FMLA leave for any qualifying purpose within the twelve (12) months prior to the beginning of an FMLA Military Caregiver Leave, then the earlier leave does not reduce any of the full, twenty-six (26) weeks available to care for a Covered Servicemember.

E. Qualifying Exigency.

An eligible employee whose spouse, son, daughter, or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty), as defined by 29 C.F.R. §825.126, may take up to twelve (12) weeks of unpaid leave for "qualifying exigencies." In the case of "rest and recuperation," however, note that an eligible employee may take up to fifteen (15) days of leave (as opposed to twelve (12) consecutive weeks) for each instance of "rest and recuperation" to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. And, in the case of "short-notice deployment," an eligible employee may take up to seven (7) calendar days beginning on the date a covered military member is notified of an impending call or order to covered active duty in support of a contingency operation.

Further, an eligible employee may only take a combined total of twelve (12) weeks of leave for qualifying exigency leave and any other FMLA-qualifying event limited to twelve (12) weeks of leave. For example, an employee may take eight (8) weeks of FMLA leave to care for a newborn child and up to four (4) additional weeks of leave for a qualifying exigency.

An eligible employee is entitled to a total of twenty-six (26) workweeks of leave during each Leave Year in the event of the following:

Any leave taken under one (1) or more of these circumstances will be counted against the employee's total entitlement for that Leave Year. Unused leave will be forfeited at the end of a Leave Year. "Twelve weeks of leave" equates to 480 hours for a full-time employee on a 40-hour workweek. To determine the entitlement for a part-time employee, multiply the number of hours in a normal workweek by twelve (12).

VI. COORDINATION WITH OTHER LEAVES OR REQUIREMENTS

All FMLA leave must be coordinated and must run concurrently with all other leaves or exemptions granted under County policies or collective bargaining agreements, whether paid or unpaid including workers compensation leave.

If entitled to FMLA leave, all available paid leave (e.g., vacation, sick, personal, comp time, or PTO) must be exhausted before an employee goes on unpaid status.* Paid leave will count as part of the number of weeks of leave to which the employee may be entitled under this policy. For example, if an employee has paid vacation leave available, the employee must take such paid vacation leave, and such leave will count as part of the number of FMLA workweeks under this policy.

*An employee may reserve up to five (5) days of accrued sick leave for use upon his/her return to work.

The order in which paid leave is used depends upon the qualifying event:

- A. Employee's Own Serious Health Condition – The employee may use available paid leave in any order.
- B. Serious Health Condition of Family Member – Each leave year, an employee may use up to five (5) days of sick leave before using vacation/personal/comp. If all vacation/personal/comp is exhausted before the conclusion of FMLA leave, the employee may use additional sick leave.
- C. Childbirth, Adoption, or Placement for Foster Care – Each leave year, an employee may use up to five (5) days of sick leave before using vacation/personal/comp. If all vacation/personal/comp is exhausted before the conclusion of FMLA leave, the employee may use additional sick leave.

For the period of time that a female employee is disabled for childbirth (normally up to six (6) or eight (8) weeks following delivery), the female employee's absence would be treated under Section VI. A, above provided the employee provides a certification from her health care provider.

- D. Care of a Covered Servicemember with a Serious Illness or Injury – Each leave year, an employee may use up to five (5) days of sick leave before using vacation/personal/comp. If all vacation/personal/comp is exhausted before the conclusion of FMLA leave, the employee may use additional sick leave.

- E. Qualifying Exigency – Each leave year, an employee may use vacation/personal/comp time.

If a designated County holiday falls while the employee is on paid leave, the employee receives holiday pay for that day. If the employee is on unpaid leave, no holiday pay is granted.

Paid leave (e.g., vacation, sick, personal leave, PTO) does not accrue while the employee is in an unpaid status.

Vacation and sick leave may be anticipated as outlined in the Employee Handbook. Personal days may not be anticipated.

An employee may request to receive donated vacation leave, sick leave, or personal leave as outlined in the Employee Handbook.

VII. BENEFITS CONTINUATION DURING LEAVE

While on FMLA leave, an employee retains all County and voluntary benefits that the employee was receiving prior to the leave.

Payment for these benefits is made through payroll deduction. Should an employee reach an unpaid leave status, premium payments remain the employee's responsibility. Employees have the option of making monthly payments directly to the County or premiums will accumulate in an uncollected bank in the payroll system and once the employee returns to a paid status, any unpaid premiums for voluntary benefits will terminate retroactively to the first missed payment.

VIII. INTERMITTENT OR REDUCED LEAVE SCHEDULES

Employees may take leave on an intermittent or reduced leave schedule, if medically necessary for a Serious Health Condition.

Intermittent leave is taken in separate blocks of time due to a single qualifying reason; it may consist of days, weeks, or hours, but the total cannot exceed maximum entitlement of workweeks of leave available under the FMLA. Intermittent leave may include time off for medical treatments, such as chemotherapy, dialysis, physical therapy, et cetera. Reduced schedule leave is a leave that reduces the usual number of hours per workweek or hours per workday due to a single illness or injury.

If an employee requests a reduced schedule leave due to planned medical treatment(s), the County may require the employee to transfer temporarily to an alternative position which better accommodates a part-time schedule or recurring periods of absence, if the position has equivalent pay and benefits. When intermittent leave is required for such medical treatments, the employee must schedule appointments in a manner that causes the least disruption to the operations of the department.

IX. REQUEST

When an employee can foresee the need for leave (such as leave for birth or adoption of a child or planned medical treatment), the employee must, if able to do so, give prior, written notice at least

thirty (30) days in advance and try to schedule leave so as not to disrupt County operations. In case of an emergency, the employee must provide a verbal notice to his/her supervisor at the earliest possible time (within one (1) to two (2) business days). Failure to provide proper, advance notice of a foreseeable leave may result in a delay in the commencement of the requested leave.

An employee requesting leave under this policy shall complete, along with the department representative, a Notice of Eligibility and Rights & Responsibilities Form. The completed and signed eligibility form is provided to the employee along with the appropriate Physician Certification Form. The completed Physician Certification Form must be returned to the department representative as further detailed below.

X. CERTIFICATIONS

A. Certification for a Serious Health Condition

In order to take leave due to a Serious Health Condition, an employee is required to provide the County with a medical certification on the approved Physician Certification Form completed by the health care provider of the employee or his/her Family Member, as the case may be, within fifteen (15) calendar days of receiving the form. If the medical certification form is not returned within fifteen (15) calendar days of the County's request for information, the employee's leave may not be considered FMLA-qualifying. If the absence is not FMLA-qualifying and the employee does not have leave available under other County leave policies, the employee will be considered in violation of the County's attendance policy and appropriate disciplinary action will be taken.

An employee must cooperate in authorizing his/her health care provider to provide clarification of any information provided on the medical certification form.

If requested by the County, an employee must cooperate in providing a second certification by a health care provider designated by the County and, if necessary, a third certification by a health care provider jointly designated by the employee and the County. The County also may require an employee to submit recertification(s) on a periodic basis in conjunction with an absence. Failure to comply with these certification requirements will result in the delay, denial or termination of FMLA leave.

An employee must also meet the requirements for paid leave and exemptions under collective bargaining agreements.

B. Military Caregiver Leave Certification

In order to take Military Caregiver Leave due to the serious illness or injury of a Covered Servicemember, an employee must provide a medical certification form completed by an authorized health care provider of a Covered Servicemember. In lieu of a medical certification form, the employee may submit documentation of enrollment in the Department of Veterans Affairs program of Comprehensive Assistance for Family Caregivers, an invitation travel order, or invitational travel authorization as sufficient evidence of the Covered Servicemember's serious injury or illness.

If the appropriate form is not returned within fifteen (15) calendar days of the County's request for information, the employee's leave will not be considered FMLA-qualifying. If the absence is not FMLA-qualifying and the employee does not have leave available under other County leave policies, the employee will be considered in violation of the County's attendance policy, and appropriate disciplinary action will be taken.

If requested by the County, and where permitted by law, an employee must cooperate in providing a second certification by a health care provider designated by the County and, if necessary, a third certification by a health care provider jointly designated by the employee and the County.

C. Qualifying Exigency Certification

The first time an eligible employee requests Qualifying Exigency Leave, the County will require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or call to active duty status, and the dates of the military member's active duty service.

In addition, each time an eligible employee first requests leave for one of the qualifying exigencies, the County will require a certification of the exigency necessitating the leave. If the qualifying exigency involves a meeting with a third party, the County will verify the schedule and purpose of the meeting with the third party.

If appropriate certification of the need for qualifying exigency leave is not returned within fifteen (15) calendar days of the County's request for information, the employee's leave will not be considered FMLA-qualifying. If the absence is not FMLA-qualifying and the employee does not have leave available under other County leave policies, the employee will be considered in violation of the County's attendance policy and appropriate disciplinary action will be taken.

XI. PERIODIC STATUS REPORTS

While on leave, the employee may be periodically required to contact his/her supervisor regarding the status of the condition and intention to return to work. Employees must also give notice as soon as practical (at least within two (2) business days) if the dates of leave change. If the dates of leave were initially unknown, the employee must contact his/her supervisor within two (2) business days, once this information is available.

XII. ACTIVITIES DURING LEAVE

While on an approved leave, employees are prohibited from engaging in gainful employment with another employer without the express written consent of the County prior to any such employment. Employees may be asked to explain how the continued secondary employment is consistent with the leave from the County.

XIII. RETURN TO WORK AFTER LEAVE

If the employee was on FMLA leave for his/her own Serious Health Condition, the employee must present written certification from the health care provider indicating that the employee is able to

return to work. The certification must be provided to the employee's supervisor on the day the employee returns to work unless the certification includes a request for modified duties. If a request for modified duties is made, the County requests the certification in advance to consider requested modifications. If the certification is not provided, the County may delay restoration to employment until the certification is received.

When an employee returns to active employment, he/she shall return to the same or an equivalent position with equivalent employee benefits and compensation and other conditions of employment. "Equivalent" means substantially the same but not exactly equal.

"Key Employee" Exception: If the employee on leave is a salaried employee and is among the highest paid ten percent (10%) of all County employees within seventy-five (75) miles of the employee's worksite, and keeping the job open for the employee would result in substantial and grievous economic injury to the County, leave is provided, but reinstatement can be denied. In this situation, however, the employee will be notified at the beginning of leave or when leave is requested that the employee is a "key employee," and the employee will be given an opportunity to return to work before the County fills the position.

XIV. EXTENSION OF LEAVE

Any request for an extension of leave after an employee has exhausted all available FMLA leave will be considered on an individual basis and will be subject to the parameters set forth in the policy on General Leave of Absence. If, prior to or at the end of an FMLA leave of absence, an employee requests an extension of leave and has not exhausted his or her FMLA entitlement, the County will request a recertification of the need for leave, and the employee must comply with all requirements of recertification. If the employee does not comply with the requirements for recertification, FMLA leave may be delayed or denied.

XV. ATTENDANCE POLICIES

Employees will not be assigned "points" under a no-fault attendance policy, nor will they be disciplined or retaliated against for taking approved FMLA leave. However, employees will not receive any bonus or award predicated on the achievement of a goal where the employee fails to achieve that goal as a result of an FMLA absence unless otherwise paid to employees on an equivalent leave status for a reason that does not qualify as FMLA leave.

Employees are required to follow all applicable call-in or call-off procedures for all occurrences of tardiness or absence, regardless of whether the occurrence is subject to FMLA protection. If unusual circumstances prevent the employee from being able to comply with the procedure, the employee must provide notice as he/she is able. Failure to comply with the call-in or call-off procedures for absences that are subject to the FMLA may result in the delay or denial of FMLA leave, and the employee will be subject to discipline for failing to comply.

XVI. RESPONSIBILITIES

A. The Department of Human Resources (HR) is responsible for:

1. Ensuring that all employees are provided with and made aware of the County policy.
2. Ensuring that all managers, supervisors and department representatives are aware of the required procedures and forms that must be completed.

3. Reviewing required forms for compliance and providing notification of approval or denial to employee.
- B. Department managers, supervisors, or designated department representatives are responsible for:
1. Being aware of when an employee might have a need for FMLA leave, verifying the employee's eligibility for FMLA leave, and providing the required FMLA forms to employees.
 2. Submitting completed FMLA forms to HR.
 3. Designating FMLA leave time for purposes of payroll utilizing the appropriate type codes.
- C. Employees are responsible for:
1. Completing the required FMLA forms and submitting them in accordance with the guidelines.
 2. Adhering to the guidelines of County policy.

ADDENDUM 5 – SIDE LETTER (MAINTENANCE)

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TEAMSTER

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DAUPHIN COUNTY PRISON

Commissioners
JEFF HARTZ, CHAIRMAN
MICHAEL P. HARTZ, VICE CHAIRMAN
GEORGE S. HARTWICK, III
Chief Clerk / Chief of Staff
CHAD SAYLOR



501 MALL ROAD
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Director of Corrections
BRIAN S. CLARK, COR

Warden
GREGORY C. BRIDGES

Director of Security
ROGER C. LUCAS

Director of Treatment
JOHN A. ADAMS

Director of Operations
BRENDA R. HOFFER

Director of Training &
Staff Development
JAMES M. LAMBERT

July 27, 2020

VIA EMAIL AND FIRST CLASS MAIL

Tim Turek
Teamsters Local 776
1780 6th Avenue
York, PA 17403

RE: Side Letter Regarding Maintenance On Call Schedule, On Call Selection and Paid Time Off Scheduling

Dear Mr. Turek:

This letter is to confirm the discussions between the County of Dauphin and the Dauphin County Prison ("Prison") and the Teamsters Local 776 ("Teamsters") regarding the on call and paid time off scheduling of maintenance employees, excluding laundry attendants, but including the Assistant Maintenance Manager, at the Dauphin County Prison. They have agreed as follows:

1. Maintenance employees, excluding laundry attendants, but including the Assistant Maintenance Manager, shall work a rotating "on call" period.
2. The on call period shall be one week long and shall begin at 0700 on Monday and shall end at 0659 the following Monday ("On Call Week").
3. The On Call Weeks shall be selected prior to the start of the calendar year first by rank, with the Assistant Maintenance Manager selecting first, and then by seniority. Employees will be permitted to select only one On Call Week per month.

4. Employees will select on call weeks in seniority order, and will select the number of weeks necessary in order to complete the On Call Week schedule. After an employee has made his or her selections, then the next most senior employee will select his or her weeks of On Call Weeks for the year. Employees will be permitted to select only one On Call Week per month, unless an additional week must be selected or assigned to complete the schedule. Any additional weeks left over after the on call weeks have been selected by all bargaining unit members will be assigned in inverse seniority order for the remainder of 2020. In subsequent years, it will move up the seniority list in inverse seniority to the next members.
5. Employees will not be permitted to schedule paid time off during any On Call Week. However, employees will be permitted to switch or trade On Call Weeks with prior written approval from the Director of Operations.
6. During an assigned On Call Week, employees will be expected to carry and have available a mobile phone issued by the Dauphin County Prison, and will be expected to respond to calls from the Prison or the Prison administration. All calls must be answered immediately, and if a call is missed for any reason, the employee must return the missed call within 15 minutes.

If a member cannot respond to a call in 15 minutes he/she will provide a written report to the Director of Operations listing the extenuating circumstances as to why, for consideration.
7. During an assigned On Call Week, employees must be able to safely and legally travel to and from the Prison to and provide emergency maintenance services when necessary.
8. During an assigned On Call Week, employees must be capable of arriving at the Prison within 90 minutes of notice of the need to report for duty, unless travel time to the Prison from the employee's permanent residence is greater than 90 minutes as determined by Google Maps, in which case, the time to report for duty shall not exceed the drive time from the permanent residence to the Prison.

If a member cannot respond within 90 minutes he/she will provide a written report to the Director of Operations listing the extenuating circumstances as to why, for consideration.
9. Employees shall be compensated an additional \$250 during an assigned On Call Week, and the compensation shall be increased to \$350 for any week during which one of the nine (9) paid holidays, as outlined Article 40 of the applicable collective bargaining agreement, falls.

10. During an On Call Week, a failure to respond to a call within the required timeframe as set forth above, and/or arrive at the Prison within the required time frame as set forth above, and/or a failure to report at all following notice of the need to report for duty during shall be deemed a Level 2 violation pursuant to Article 11 of the collective bargaining agreement. Unless the written extenuating circumstances were approved by the administration.
11. Employees shall not be compensated for time spent traveling to the Prison. However, employees shall be compensated at the appropriate rate for all hours worked upon arrival at the Prison. If required to report to the Prison during an On Call Week, an employee shall be guaranteed four hours of work. However, in the event that the need shall be less than four hours, the employee can elect to receive pay for two hours at the appropriate rate and go home, or work for four hours at the appropriate rate. In no event will employees be paid less than two hours at the appropriate rate.
12. If the assigned employees on calls off, or is otherwise unable fulfill his on call responsibilities, on any specific day, he or she must notify the Assistance Maintenance Manager and attempt to find an employee to be on call and respond to any required emergencies. If the employee is unable to find a volunteer, then the least senior maintenance employee shall be assigned to the on-call duties. These replacement duties shall be rotated in inverse seniority.
13. PTO (vacation) scheduling shall also be conducted prior to the start of the calendar year. Up to 50 percent of the maintenance employees, including laundry attendants but excluding the assistant maintenance supervisor, shall be permitted to schedule PTO on any given day/shift.

Previous approved vacation time that was already awarded for 2020 will be honored. All other vacation will be approved with no more than 50% of the workforce off at any given time.
14. Employees will not be permitted to schedule paid time off during any On Call Week. However, employees will be permitted to switch or trade On Call Weeks with prior written approval from the Director of Operations
15. It is incumbent upon the Maintenance Department to manage snow and ice to prevent or minimize accidents and injuries related to snow and ice conditions throughout the property. During snow and ice events (while precipitation is falling), the Maintenance staff will ensure that "one pass" on walks, roads, and drives can be accomplished. When a snow/ice event is predicted by the local weather service, a staffing schedule will be created by the Assistant Maintenance Manager. This may require overtime or staggered start times. If snow/ice occurs during a time when there was not a pre-arranged schedule, the employee on call will be contacted to report for duty and call-in additional workers as needed. During a protracted storm, Administration may reassign part of the Maintenance Department to nighttime duty.

16. This side letter agreement will not set precedent nor prejudice the rights of either party in any other matter.

17. Either party may withdraw from this side letter by providing the other party with 30 days written notice of the intent to withdraw.

Please sign and date in the space provided below to confirm your agreement and return to my office at your nearest convenience.

Sincerely,



Brian Clark,
Director of Corrections

 7/20/20

Timothy Turek Date