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AGREEMENT

BETWEEN

**SERVICES EMPLOYEES INTERNATIONAL UNION,
LOCAL 668, PSSU**

AND

THE DAUPHIN COUNTY COMMISSIONERS

FOR

**DAUPHIN COUNTY AREA AGENCY ON AGING,
DAUPHIN COUNTY SOCIAL SERVICES FOR CHILDREN AND YOUTH,
DAUPHIN COUNTY MENTAL HEALTH AND INTELLECTUAL
DISABILITIES ADMINISTRATOR'S OFFICE, AND
DAUPHIN COUNTY PRISON TREATMENT STAFF**

For the period

JANUARY 1, 2023

through

DECEMBER 31, 2026

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PREAMBLE

The following Agreement is intended to govern the working relations between the County and the staff of the Dauphin County Area Agency on Aging, Dauphin County Social Services for Children and Youth, Dauphin County Mental Health & Intellectual Disabilities Program (Administrator's Office), Crisis Intervention and Dauphin County Prison Treatment Staff. The goals of the Agreement are as follows:

1. Promotion of harmonious relations.
2. Equitable and peaceful procedures for the resolution of differences.
3. Establishment of rates of pay, hours of work and other conditions of employment.

PARTIES TO THE AGREEMENT

This Agreement is entered into by the County of Dauphin and the County of Dauphin Commissioners hereinafter referred to as the Employer or County, and Joint Bargaining Committee of Dauphin County Area Agency on Aging, Dauphin County Social Services for Children and Youth and Dauphin County Mental Health & Intellectual Disabilities Program (Administrator's Office), Crisis Intervention, and Dauphin County Prison and the Services Employees International Union, Local 668, PSSU hereinafter referred to as the Union.

ARTICLE 1 MANAGEMENT LETTER

Section 1. It is understood and agreed that the County of Dauphin, 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 operations of all equipment and other property of the County of Dauphin, except as modified by the Agreement.

Matters of inherent managerial policy are reserved exclusively to the County of Dauphin. These include but shall not be limited to such areas of discretion of policy as the functions and programs of the County of Dauphin, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

Section 2. The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the County of Dauphin in the past as it applies to each work site.

Section 3. The Employer will assure the uniform application of agency policies and this Agreement when applicable to each work site.

ARTICLE 2 RECOGNITION

Section 1. The Union is recognized as the exclusive representative for collective bargaining purposes for employees within the classifications established by a certification of the Pennsylvania Labor Relations Board, dated July 19, 1972, Case Number PERA-R-1565-C and amended Case Number PERA-R-90-589-E and Case Number PERA-U-00-67-E.

ARTICLE 3 UNION SECURITY

Section 1. Requests to revoke Union membership shall be directed to the Union rather than the Employer. Any membership resignation requests received by the Employer should be redirected to the Union. The Union shall be solely responsible for processing member resignations and shall promptly notify the Employer of the resignations when dues are to cease.

Section 2. The Employer shall furnish stewards upon request with a list of job classifications included within the bargaining unit represented by the Union.

ARTICLE 4 DUES DEDUCTION

Section 1. The Employer agrees to process dues authorization cards in an expeditious manner upon receipt. The Employer agrees to deduct biweekly union membership dues, annual assessment and an initiation fee and service fees from each pay of those employees, who individually request in writing that such deductions be made. The signature of the employee on a properly completed Union dues deduction authorization card shall constitute the only necessary authorization to begin payroll deductions of said dues. The parties acknowledge and agree that the term "authorization" includes authorization created and maintained through use of electronic records and electronic signatures (consistent with state and federal law). The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept electronic records and electronic signatures from the Union and give full force and effect to such authorizations. The Union shall certify to the Employer the rate at which Union dues are to be deducted, and dues at this rate shall be deducted from all compensation paid. The aggregate deductions together with an itemized statement shall be electronically transmitted to the Union on or before the end of the month for which such deduction is made. Information shall be transmitted as a CSV in Excel or flatfile.

Should it be determined by the Union that an employee's payroll dues deduction should cease, the Union shall be responsible for notifying the Employer within seven (7) business days. Such notices shall be communicated in writing and shall include the effective date of the cessation of

payroll dues deductions. The Employer shall rely on the information provided by the Union to cancel or otherwise change authorizations.

The Employer shall submit, on a quarterly basis, a complete list of Union members, non-union members in a bargaining unit position covered by this collective bargaining Agreement, pay rate, department, indicate where appropriate those individuals on a leave of absence including workers compensation leave.

Section 2. The Union shall indemnify and save the County of Dauphin harmless against any and all claims, demands, suits, orders, judgments, 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 the provision of this Article and Article 3. No aspect of this Article or Article 3 shall be subject to the Grievance and Arbitration provisions of Article 16.

Section 3. The Employer agrees to deduct from the wages of any employee who is a member of the Union, a COPE (Committee on Political Education) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 5 HOURS OF WORK

Section 1.

- A. The workweek shall consist of eight (8) hours per day for a total of forty (40) hours per week, inclusive of a half (1/2) hour paid meal period. The business hours for Dauphin County Area Agency on Aging are 8:00 a.m. to 4:30 p.m.; Dauphin County Social Services for Children and Youth are 8:15 a.m. to 4:45 p.m. both are Monday through Friday.
- B. The workweek for the incumbent staff of the Dauphin County Prison Treatment Staff shall consist of eight (8) hours per day for a total of forty (40) hours during a Monday through Friday period. Any vacancies in the Dauphin County Prison Treatment Staff filled after January 1, 1992 may be subject to schedule modifications.
- C. This Agreement recognizes that the Dauphin County Mental Health & Intellectual Disabilities Crisis Intervention Program is a twenty-four (24) hour a day, seven (7) days a week program. Those employees shall have a work schedule consisting of any ten (10) days within a consecutive fourteen (14) day calendar period.

Section 2. The workday shall consist of a twenty-four (24) hour period beginning from the time an employee starts work.

This Agreement recognizes the twenty-four (24) hour workday for the Dauphin County Mental Health & Intellectual Disabilities Program (i.e. Crisis Intervention Program) involves three (3) primary shifts. These shifts are as follows:

7:00 a.m. - 3:00 p.m.
3:00 p.m. - 11:00 p.m.
11:00 p.m. - 7:00 a.m.

Section 3. Work schedules showing the employee's shifts, workdays, and hours shall be posted on applicable department bulletin boards. Except for emergencies, changes will be posted as they are approved according to the established procedures. Emergency shall be defined as an unforeseeable or an unpredictable circumstance beyond the control of the Employer.

Section 4. Where hours of work are to be adopted for new programs, the Employer agrees to Meet and Discuss with the Union prior to the implementation of such programs or changes in hours of work caused by the new programs.

Section 5. All employees shall be assured two (2) fifteen-minute rest breaks per day. Scheduling will be done independently at each work site, insuring that one rest break falls during the first half of the shift and the second rest break falls during the second half of the shift. Breaks cannot be combined with any other employee time off without supervisory approval.

At the Dauphin County Prison, the employee shall notify his/her immediate Supervisor before taking a break. The fifteen-minute break shall not interfere with the normal operating procedure.

Section 6. For the Dauphin County Social Services for Children and Youth, modified schedules shall be instituted as follows:

1. Business hours: 8:15 a.m. to 4:45 p.m. These are the hours the office is open to the public.
2. No employee will be able to start work prior to 8:00 a.m. or after 9:00 a.m. as part of a modified schedule unless otherwise agreed to by the employee and the supervisor.
3. Work day: 8.00 hours
4. Work week: 5 days
5. Lunch: One (1) hour, taken from the third (3rd) to the sixth (6th) hour of the regularly scheduled shift unless otherwise agreed to by the employee and the supervisor.
6. Some conditions which govern and/or may require alterations of the employees' modified schedule will be subject to Article 14: Court hearings, placement planning conferences, meetings, Agency training, emergency unit coverage, maintenance or regular unit coverage as defined by unit supervisor.
7. If more than one (1) employee requests a particular modified schedule, seniority in the Agency shall determine who receives that schedule, the most senior employee(s) being

able to choose first. Management reserves the right to determine the number of employees necessary per unit to maintain efficient operations and the right to limit the number of individuals on particular modified schedules.

8. Unit coverage will exist during business hours. Unit Coverage is defined as a minimum of two (2) identified staff.
9. For the emergency duty worker, hours will be 4:45 p.m. to 8:15 a.m.
10. An employee on a modified schedule will be responsible for emergencies which arise on his/her own caseload during their regularly scheduled (modified) hours. The standby duty worker will handle any other emergencies.
11. Employees having evening appointments may work a modified schedule later than 9:00 a.m. with supervisory approval.
12. Employees may request a modified schedule (two (2) or more consecutive days) or a single modified schedule day. A request for a modified schedule must be approved by the unit supervisor and if approved, shall be in effect for the approved pay period(s) only. A request for a single modified schedule day must be approved by the unit supervisor and will only be in effect for the requested day.
13. The Union, upon request, shall receive copies of all modified schedules.

Section 7. For Dauphin County Prison Treatment Staff, hours of work will be assigned with the posting of new positions; modified schedules will be instituted as follows:

1. **Requests for a Modified Schedule:** Requests for a modified schedule will be entertained on a first-come, first-served basis. Should two (2) or more employees propose the same schedule on the same day, and the granting of which would be incompatible with the accomplishment of the mission of the Treatment Department, the approval of the modified schedule shall be on the basis of seniority.

Requests for consecutive modified schedule extensions by employees currently working a modified schedule shall take precedence over another employee's (new) modified schedule request, irrespective of seniority.

Modified schedules of (six) 6 calendar months may be granted by agreement of the employee and the Warden or his/her designee.

2. **General Instructions:**

- A. All modified schedules must be pre-approved by the Warden or his/her designee in his or her sole discretion.

B. All requests for modified schedules must be given to the Warden or his/her designee, in writing, prior to the date the requesting person proposes to begin his/her modified schedule.

C. Any emergency modified schedule will be decided on a case-by-case basis.

Section 8. For the Area Agency on Aging and the Mental Health and Intellectual Disabilities Administrator's Office, a modified schedule shall be instituted as follows:

1. It is in the sole discretion of the department head to determine whether the business needs of the department will allow for a modified schedule or modified schedule days.
2. Requests for modified schedules (two (2) or more consecutive days) or single modified day will be entertained on a first come, first served basis.
3. Employees who want to request a modified schedule or a modified schedule day must submit the request in writing to their immediate supervisor at least one (1) week prior to the begin date of the modified schedule or day. Approval of modified schedule requests shall be considered on a case-by-case basis and at the sole discretion of the supervisor.

Section 9. The County reserves the right to elect to use alternative work schedules and/or remote work on a departmental basis. To the extent the County elects to utilize an alternative work schedule and/or remote work, the County agrees to meet and discuss with the Union regarding the implementation of the alternative schedule and/or remote work.

ARTICLE 6 MEAL PERIODS

Section 1. All employees, with the exception of those outlined in Article 5, Section 6 subsection 5 and Section 2 of this Article, may take a one (1) hour meal period during the third (3rd) to sixth (6th) hours, inclusive of their work day, unless emergencies require a variance. One-half (1/2) hour of this meal period will be paid. Required hours of work during a workday shall be exclusive of this period.

Section 2.

A. All employees of Crisis Intervention shall be granted a one-half (1/2) hour paid lunch period to be scheduled in accordance with Section 1 of this Article.

B. All employees at Dauphin County Prison shall be granted a one-half (1/2) hour paid lunch period.

Section 3. If an employee works two (2) or more hours after his/her scheduled quitting time and has not had notice of such work requirement prior to coming to work that day, the Employer shall reimburse the employee for the meal up to the cost of the meal or a maximum of the current County rate. A receipt is required to be provided by the employee. If the meal must be consumed while the employee is with a client, the employee shall also be paid for the meal period. This Section does not apply to the Dauphin County Prison Treatment Staff.

ARTICLE 7

STANDBY DUTY

Section 1. All standby duty workers will be provided a cellular telephone and a laptop computer for Department contacts and filing their duty notes (reports). The County will provide the equipment and appropriate training, to include night duty training. Standby duty shall apply to Area Agency on Aging and Children and Youth and be divided into two (2) shifts:

- A. **Shift I** - Monday through Thursday, 4:30 p.m. to 8:00 a.m. The worker shall carry a cellular telephone during the shift. The worker need not report to the Department office any time during the shift unless circumstances arise requiring the use of information and/or materials located at the Department. The worker shall have access to the Department information system via computer link.

Salary and benefits shall be as follows:

1. Total pay for Shift I shall be forty- (40) hours straight time per full week. The employee for this shift receives all benefits to which all regular employees are entitled.
2. Earned leave taken shall be prorated as ten (10) hours Monday through Thursday.
3. Substitutes for this shift Monday through Thursday shall receive eight (8) hours straight pay at their regular hourly rate for each day of Shift I substitution.

- B. **Shift II** – The shift will be Friday 4:30 p.m. to Monday 8:00 a.m. and will be evenly broken down into five (5) consecutive sub-shifts, equivalent to an eight (8) hour shift.

Sub-shift 1: Friday 4:30 p.m. to Saturday 8:00 a.m.

Sub-shift 2: Saturday 8:00 a.m. to Saturday 4:30 p.m.

Sub-shift 3: Saturday 4:30 p.m. to Sunday 8:00 a.m.

Sub-shift 4: Sunday 8:00 a.m. to Sunday 4:30 p.m.

Sub-shift 5: Sunday 4:30 p.m. to Monday 8:00 a.m.

1. Total pay for Shift II, five (5) consecutive sub-shifts in one (1) weekend, shall be forty (40) hours straight time.
2. The employee for this shift shall receive all benefits to which all regular employees are entitled.
3. Vacation and personal leave earned can be taken in eight (8) hour shift increments. (For example: Saturday 4:30 p.m. to Sunday 8:00 a.m.)
4. Leave time will be prorated as regular employee for each hour the employee is off ill.

5. The employee of this shift shall receive compensation for all observed holidays that actually occur on Saturday or Sunday at eight (8) hours straight pay, at their regular hourly rate.
6. Substitutes for this shift shall receive eight (8) hours straight pay, at their regular hourly rate, for each shift worked.

Section 2.

- A. If a standby duty worker is scheduled to appear at a hearing or trial, he/she shall be compensated in accordance with Article 14 - Premium Time.
- B. Standby duty workers may be required by his/her supervisor to attend certain staff meetings and/or training sessions. This worker will be compensated at one and one-half (1 1/2) times his/her hourly rate only if a meeting and/or training session is scheduled for a time the employee is not scheduled to work.

Section 3.

- A. Volunteers among the regular staff shall be solicited to work holiday duty. In the event there are no volunteers for holiday duty, regular staff shall be assigned to work holiday duty in reverse order of seniority, starting with the least senior qualified employee.
- B. Holiday duty shall be considered one (1) twenty-four (24) hour shift from 8:15 a.m. to 8:15 a.m. the following day.
- C. Holiday duty volunteers shall receive thirty-six (36) hours straight pay at their regular hourly rate for the twenty-four (24) hour shift.
- D. A holiday worker shall not be required to report to the Department but shall instead carry a cellular telephone. This worker will also carry an Employer-provided cellular telephone and a laptop computer to be utilized to write duty notes.
- E. Each volunteer may serve one (1) holiday in a calendar year unless no one else volunteers.
- F. The holiday volunteer list will be circulated for the entire calendar year. Volunteers will be assigned in order of seniority. Preference will be given in the following order: caseworkers from the bargaining unit, supervisory staff, and administrative staff.

Section 4.

- A. If a standby duty worker is on vacation, personal, or sick leave, volunteers shall be solicited to perform standby duty in addition to their regularly scheduled shift, and such volunteers shall be compensated in accordance with Section 1 of this Article.

The standby duty worker shall, except in emergency situations, submit leave requests for one (1) day of leave at least one (1) day in advance. Leave requests for more than one (1) day shall be submitted an equal number of days in advance to the number of leave days requested.

- B. A standby duty substitute list will be circulated once every six (6) months. Scheduling of volunteers will be on a rotating basis beginning with the most senior non-probationary trained employee. Once the employee serves stand-by duty for one (1) shift, his/her name returns to the bottom of the volunteer list.

If the regular standby duty worker should request one (1) or more days within his/her shift of leave, the volunteer standby duty worker will be afforded the opportunity to serve the entire or any portion of that shift. For purposes of definition, a shift is rendered complete when interrupted by another shift, as defined in Section 1 of this Article. No volunteer shall serve more than one (1) shift before moving to the bottom of the volunteer list. All duty time will be filled sequentially in the order in which they appear on the volunteer list.

Reasonable efforts: Contact to fill duty will be done via voice mail, direct telephone contact, and/or electronic mail. If Administration is unable to reach a worker, he/she will provide a time by which the worker will have to decide whether or not they will take the duty offered. If the worker does not respond within the given time, it will no longer be considered as a non-contact, and the worker will be rotated to the bottom of the list for failure to accept the duty offered. If the worker has not retrieved the electronic mail, he/she will not be rotated to the bottom of the list. If the worker retrieved his/her message or electronic mail and did not respond to Administration, he/she will be rotated to the bottom of the list.

Additionally, it will be the Administration's responsibility to notify the regular standby duty workers when they reach the top of the list. Thereafter, that regular standby duty worker shall be responsible for carrying their cellular telephone until such time as they have served or refused duty and are moved to the bottom of the list.

If an employee refuses standby duty, his/her name will be rotated to the bottom of the list. If said employee cannot be contacted through reasonable efforts, his/her name will remain at its current place on the volunteer standby duty list.

- C. It shall be the responsibility of the Administration to collate a schedule of volunteers for holidays and leave days. The Union will assign a representative to collaborate with Administration in the selection of standby duty substitutes and in the maintenance of the tracking list.
- D. When a volunteer has been notified and has accepted a shift for a particular date, it is his/her responsibility to find a replacement should he/she not be available to work that shift. After a shift has begun, emergency substitutions must be approved by Administration or the on-call supervisor.
- E. Emergency substitutions shall be arranged by the Administration utilizing the following procedure:
1. Contacting the volunteers signed on the list as outlined in Section 4B of this Article.
 2. Administrative Staff and those employees in "acting" Administrative Staff positions.

3. If no volunteers are available, qualified, non-probationary employees will be rotated and will be required to accept the stand-by assignment. Assignments to mandatory standby duty will be assigned to the least senior qualified employee from a rotating list, which will be reset yearly. (Note: Qualified as defined in this Section will mean all employees must receive stand-by training within a two (2) year period of hire. Additionally, attendance at annual training is required to maintain qualifications for stand-by assignments.
- F. If problems occur with the implementation of this Article, the Union shall meet and discuss with Administration in an attempt to resolve the problems. Should it prove impossible to resolve these problems, the language of this Article will revert to language in the previous contract for 1996 through 1999. This excludes Section 1B 6, Section 2B, and 4c.

Section 5. Standby duty workers or volunteer substitutes shall be available during all hours of their shift to respond immediately to all calls received. Shift hours are Department time and as such, no standby duty worker or volunteer substitute shall be employed in any other capacity during these hours or otherwise unavailable.

Section 6. During standby duty shift hours, workers shall be no more than thirty (30) miles from the Department or at their own home/residence, whichever is farther from the Department. The exception to this provision would be when the duty worker is in the field on Department business in response to a call.

Section 7. During standby duty shift hours, workers shall not travel outside of the thirty (30) mile limit (from their home/residence, whichever is farther,) range except on Department business in response to a call. When such instances occur the standby duty worker shall notify the backup supervisor and the Department answering service and arrange for coverage during his/her absence. Likewise, should a standby duty worker or volunteer substitution become unable to cover an assigned shift due to an emergency, the backup supervisor should be contacted immediately for procedure instructions.

Section 8. On an annual basis, the Department will provide to all employees who intend to serve as standby duty workers training on the responsibilities of standby duty workers and requirements of safety assessment and case documentation under the Child Protective Services Law and in accordance with Department policies and procedures. In order for staff to be eligible to volunteer for substitute standby duty they must attend this training annually. The training coordinator in conjunction with the Training Committee will arrange for the training.

Section 9. Area Agency on Aging protective service regulations require that a worker who has a year's experience in either aging services or any other social service, and who is trained in protective services be available to accept referrals on an on-going basis. Anyone with criminal convictions or who has used faulty judgment in the past (as determined with rights to all appellate procedures) may not provide this service.

Section 10. This Article does not apply to the Dauphin County Prison Treatment Staff.

ARTICLE 8 HOLIDAYS

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

- | | |
|---------------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Dr. Martin Luther King's Day | 7. Veterans' Day |
| 3. President's Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Independence Day | |

The annual holiday schedule will be provided on or before January 1st of each year. Any major deviation (beyond three (3) days) will be reviewed with the Union prior to implementation.

Any additional legal holiday that is provided by the County to other employees will also be provided to employees covered by this Agreement. Any legal holiday provided to other employees covered by any other collective bargaining agreement through an Interest Arbitration Award will not apply to this Agreement.

Section 2. In order to receive holiday pay, the employee is required to work on his/her scheduled workdays before and after the holiday. If an employee is out unscheduled on a holiday or does not work his/her scheduled workdays before and after the holiday, such an employee will not get paid for the holiday unless he/she provides detailed documentation verifying a legitimate emergency or documentation from a medical doctor verifying a legitimate illness.

Section 3. If an employee works on any of the holidays set forth in Section 1 of this Article, he/she shall be compensated two and one-half (2 1/2) times his/her regular rate of pay for all hours worked on said holiday.

Section 4. For the purpose of computing overtime, all holiday hours during which an employee is in compensable status shall be regarded as hours worked, provided he/she is available to work.

Section 5. Whenever the County Commissioners declare a special non-work day(s) or part thereof outside of those named in the current County of Dauphin Personnel Policy, said declared day(s) or part day shall apply to the bargaining unit. Any employee who is required to work during said days shall receive equivalent time off with pay.

ARTICLE 9 PAID LEAVE TIME

A. Vacations

Section 1. Full-time employees shall be eligible for vacation leave after ninety (90) days of service with the Employer. Employees shall accrue leave as of their date of hire.

Full-time employees hired on or before January 1, 1995 or who have completed ten (10) years or more of full-time service with the County shall earn vacation according to the following schedule:

<u>Years of Service</u>	<u>Vacation Days/Year</u>	<u>Hours Accrued/Pay Period</u>
0 to 2	12	3.6923
2 to 5	16	4.9231
5 to 10	21	6.4615
10 to 15	24	7.3846
15 to 19	27	8.3077
19 to 24	30	9.2308
24 and over	35	10.7692

Full-time employees hired on or after January 1, 1995 or who have completed less than ten (10) years of full-time service with the County shall earn vacation according to the following schedule:

<u>Years of Service</u>	<u>Vacation Days/Year</u>	<u>Hours Accrued/Pay Period</u>
0 to 2	9	2.7692
2 to 5	12	3.6923
5 to 10	15	4.6154

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

<u>Years of Service</u>	<u>Vacation Days/Year</u>	<u>Hours Accrued/Pay Period</u>
0 - 2	9	2.7692
2 - 5	12	3.6923
5 - 12	15	4.6154
12+	20	6.1538

Full-time employees will accrue vacation leave when the employee is paid for a minimum of forty (40) hours in a pay period. The Employer may, at its discretion, grant anticipated vacation leave for any employee in accordance with current County policy. If an employee terminates employment for any reason prior to when the anticipated leave is accrued, the amount owed will be deducted from the employee's final pay check and/or his/her pension contributions.

Part-time employees identified in Article 31 will be eligible for vacation leave on a prorated basis and in accordance with Article 31.

Section 2. Vacation pay shall be the employee's regular straight time hourly rate of pay in effect when the employee takes vacation leave.

Section 3. Vacations shall be granted at the time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it

necessary to limit the number of employees on vacation at the same time, the employee who first requested the leave (in writing) will be granted vacation. If two (2) or more employees request vacation leave on the same day, the employee with the greatest seniority as it relates to total years of service in the current unit shall be granted vacation if a conflict exists.

At Dauphin County Prison, the terms outlined in Appendix B for scheduling vacation leave shall apply.

Section 4. If a holiday occurs during the workweek in which vacation is taken by a full-time employee, the holiday shall not be charged to vacation leave.

Section 5. When an employee requests and is denied the use of vacation time, and consequently retains at the end of the year more vacation time than may be carried-over, the employee will be permitted to "sell" that excess vacation time at a rate equal to one-hundred percent (100%) of his/her hourly rate for the year in which the excess accumulates. The affected employee must submit this request, in writing, to the department director at least two (2) weeks prior to the last pay period of that year. The request must include copies of all vacation denial forms throughout the year.

If the Employer cancels an employee's vacation, the Employer shall assume any financial loss incurred as a result of said cancellation including but not limited to deposits and/or payment for lodging and/or transportation, providing the employee has provided proof of a good faith attempt to obtain a maximum refund.

Section 6. Any employee separated from the service of the Employer for any reason prior to taking his/her vacation, shall be compensated in a lump sum payment for the unused vacation he/her has accumulated up to the time of separation. Should the employee exceed his/her earned leave, at the time of termination it shall be deducted from his/her last pay check and/or pension contributions.

Section 7. A maximum of twenty (20) unused vacation leave days may be carried over into the next calendar year. An employee will lose all unused days/hours in excess of twenty (20) if not used by the end of pay period one (1) of the following year. Vacation leave taken after pay period one (1) will be charged against the current calendar year.

Full-time employees hired on or after February 1, 2019 may accumulate and carry over a maximum of fifteen (15) unused vacation leave days into the next calendar year. An employee will lose all unused days/hours in excess of fifteen (15) days if not used by the end of pay period one (1) of the following year. Vacation leave taken after pay period one (1) will be charged against the current calendar year.

Section 8. Compensatory time and/or personal leave days may be used in conjunction with vacation leave.

Section 9. In cases where an employee becomes ill during vacation, the time will be charged against sick leave (See Section B, below) provided that a detailed physician certificate of said

illness, indicating the basic medical facts necessitating the need for the absence is furnished by the employee.

Section 10. Requests for vacation shall be submitted in writing to the employee's immediate supervisor in advance at least the same number of workdays for which the request will extend.

B. Sick Leave

Section 1. A full-time employee contracting or incurring any sickness or injury, which renders him/her unable to report to work and perform the duties of his/her position shall be eligible to receive sick leave with pay, provided the employee has sick leave available for use. Employees suspected of abuse/misuse of sick leave will be investigated. Employees, at the discretion of the Employer, may be required to submit a detailed physician's certificate for the illness. The certificate shall include: the dates of absence, the date the employee was seen in the office, a statement that the employee was unable to work, the date the employee is permitted to return to work, and the statement must contain the signature of a physician, or a physician designated health care professional.

Part-time employees identified in Article 31 will be eligible for sick leave on a prorated basis and in accordance with Article 31.

Section 2. Full-time employees hired prior to January 1, 1995 or who were hired between January 1, 1995 and December 31, 2017 and who have ten (10) or more years of service with the County, will earn fifteen (15) sick leave days per year at the rate of 4.6154 hours per pay.

Full-time employees hired between January 1, 1995 and January 31, 2019 and who have less than ten (10) years of service with the County will earn twelve (12) sick leave days per calendar year at the rate of 3.6923 hours per pay.

Full-time employees hired on or after February 1, 2019 will earn ten (10) sick leave days per calendar year during the course of his/her employment at the rate of 3.0770 hours per pay.

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

At the County's discretion, employees who have completed their probationary period and who have exhausted all available sick leave will be permitted to anticipate sick leave in advance of it being accrued, upon submission of an appropriate written request to his/her supervisor. Anticipated sick leave shall not exceed the amount normally expected to be accrued during the calendar year. If an employee terminates employment prior to the anticipated leave being earned, the County will deduct the dollar amount equal to the negative leave hours from the employee's last paycheck and/or pension contributions. Sick leave may be anticipated at employer's discretion, but it must be understood that any sick leave which is anticipated but not earned shall be paid back should the employee terminate his/her employment with the Employer. Any amount owed will be deducted from the employee's final pay check and/or their pension contributions.

Part-time employees identified in Article 31 will be eligible for sick leave on a prorated basis and in accordance with Article 31.

Section 3. Employees eligible to earn sick days that are hired prior to January 1, 1995 and employees hired between January 1, 1995 and January 31, 2019 who have at least ten (10) years of service with the County can accumulate a maximum of two hundred fifty (250) sick days. Eligible employees hired between January 1, 1995 and January 31, 2019 who have less than ten (10) years of service with the County may accumulate a maximum of two hundred (200) sick days. Employees hired on or after February 1, 2019 may accumulate a maximum of one hundred fifty (150) sick days.

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

Section 4.

A. When a full-time employee hired prior to February 1, 2019 retires or dies, he/she (or in the event of the employee's death, the beneficiary) will receive their accumulated earned sick leave in a lump sum up to the maximum of one-hundred-fifty (150) sick days in accordance with the following schedule:

<u>Years of Service</u>	<u>Percent of Pay-out</u>
0 to 2 years	0%
2 to 4 years	25%
4 to 7 years	50%
7 to 10 years	75%
10 or more years	100%
Death within the scope of his/her employment	100%

B. Full-time employees hired on or after February 1, 2019 (or in the event of an employee's death, the beneficiary) who retire with a minimum of a two (2) weeks' notice or die, shall receive accumulated earned sick leave in a lump sum up to a maximum of one hundred (100) sick days in accordance with the following schedule:

0 - 3 Years of Service - 0%	8 - 15 Years of Service - 50%
3 - 8 Years of Service - 25%	15+ Years of Service - 100%

Employees hired on or after February 1, 2019 who are terminated for cause regardless of his/her months of service will be ineligible for any payout of sick leave time at the time of termination.

Employees hired on or after February 1, 2019 will be eligible for a maximum payout of one-hundred (100) days of sick leave which includes any payout at retirement and the accumulated amount of sick leave sell back.

Section 5. Employees may use up to five (5) sick leave days per calendar year for the illness of spouse or child under the age of eighteen (18) or a disabled child over eighteen (18) if incapable of self-care, a parent, or household member. However, an employee utilizing this leave may be requested to furnish a detailed physician certificate of the illness. The certificate shall include the dates of the absence, the date the employee was seen in the office, a statement that the employee was unable to work, the date the employees is permitted to return to work, and the statement must contain the signature of a physician, or a physician designated health care professional.

Section 6. A detailed physician's certificate indicating the dates of the absence, the date the employee was seen in the office, a statement that the employee was unable to work, the date the employee is permitted to return to work, and the statement must contain the signature of a physician or a physician designated health care professional may be required for an absence from work due to sickness in excess of two (2) or more consecutive days. The physician's certificate may also be required for a one (1) day absence coincidental with a holiday or scheduled day(s) off.

Section 7. An employee who wishes to sell back excess accumulated sick leave may do so in accordance with operative County Policy.

Section 8. Employees may participate in the sick leave donation program as described in existing County policy.

C. Personal Leave Days

Section 1. Full-time employees hired prior to January 1, 1995 and employees hired between January 1, 1995 and February 31, 2019 who have ten (10) or more years of service with the County will earn five (5) personal days each year at the rate of 1.9048 hours per pay. Full-time employees hired between January 1, 1995 and January 31, 2019 who have less than ten (10) years of service with the County will earn three (3) personal days each year at the rate of 1.1429 hours per pay. Full-time employees hired on or after February 1, 2019 will earn three (3) personal days each year during the course of their employment at the rate of 1.1429 hours per pay.

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

Employees must use all personal leave before the end of pay period one (1) of the following year or the personal leave will be forfeited.

Part-time employees identified in Article 31 will be eligible for personal leave on a prorated basis and in accordance with Article 31.

Section 2. Personal leave shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the initial request in writing shall be granted personal leave. If requests are made on the same day, then the person or persons with the greatest seniority within the supervisory work

unit will be given priority. In cases of emergency, personal leave requests need not be in writing prior to the start of the leave. Upon return to work, the employee must then submit a written request in the form of a leave slip for use of personal leave time.

At Dauphin County Prison the terms outlined in Appendix B for scheduling personal leave shall apply.

Section 3. Personal leave can be anticipated after one (1) year of employment.

Section 4. Personal leave days shall not be cumulative from one (1) calendar year to the next. All accrued personal leave must be taken by the end of pay period one (1) of the following year or the time will be forfeited. If a request by an employee to use a personal day after November 15th is denied, the employee will be eligible to be paid for the day. The affected employee must request payment in writing from the department director at least two (2) weeks prior to the last pay period of that year.

Section 5. Personal leave time may be used in conjunction with vacation, sick, or compensatory time provided that the time is approved.

Section 6. If an employee terminates his/her employment for any reason and has taken anticipated personal leave, the County will deduct the time owed from the employee's final paycheck and/or their pension contributions.

Section 7. An employee who becomes ill while on personal leave will not be charged for the personal leave day provided he/she submits a revised leave request within two (2) working days of his/her return to work. At the discretion of the Employer, the employee may be required to submit a detailed physician's certificate for the illness, indicating the basic medical facts necessitating the need for the absence.

Section 8. If an employee is required to work on any of his/her personal leave days set forth in this Article, he/she shall be compensated at two-and-one-half (2 ½) times his/her regular rate of pay for all hours worked on said leave day, provided the employee relinquishes his/her personal leave day(s) for which he/she is being reimbursed.

ARTICLE 10 SENIORITY

Section 1. For the purpose of this Agreement, the term "seniority" means a preferred position for specific purposes which one (1) employee within the bargaining unit may have over another employee within the bargaining unit because of greater length of continuous service within the bargaining unit and/or classification and/or work unit.

Section 2. In the event of the consolidation of jobs, elimination of jobs, layoffs, or furloughs, based on lack of work or lack of funds, (lack of work or lack of funds shall not apply to Dauphin County Prison) all of the above shall be in inverse order of seniority. In addition, the Employer

shall establish a preference list for a period of five (5) years which shall be used in the order of seniority to fill vacancies within the classification in each work site from which the persons on the preference list may have been furloughed or laid off. In the event a person refuses a first and then a second offer of a position within his/her classification in each work site under this Section, he/she shall be dropped from the list. Seniority for the purpose of this Section shall be deemed to be length of continuous service within one (1) classification. Bumping is permissible upon recall at Dauphin County Prison. Any Prison employee requesting to bump must be qualified to do the assigned work as per the job description.

Prior to any furlough, the Employer and the Union shall meet and discuss in order to determine if there are alternative means of affecting the Employer's purposes.

Section 3. Positions within the bargaining unit that are funded by special funding grants will retain separate identity with respect to seniority within the Mental Health/Mental & Intellectual Disabilities Program. Should employees in these positions be furloughed or laid off due to the termination of the special funding grant for the position, these employees will be granted preference for hire where eligible and qualified.

Section 4. Joint lateral transfers may be requested and approved within the work site provided that the employees desiring to make such a transfer receive approval from their present and future immediate supervisors, neither employee requires additional specialized training, and each employee has the requisite skill and ability to perform the job into which he/she wishes to transfer. When those conditions are met, the approved plan may be submitted to the Director or Warden (or his designee) for approval. A written response will be issued within ten (10) working days of the request providing reasons should the request be denied. A Human Services employee is eligible for transfer upon completion of their probationary period.

No employee may make any voluntary transfer more than once in an eighteen (18) month period.

Individual employees who are involuntarily transferred from one (1) work unit to another shall not be restricted by the eighteen (18) month time limitations set forth in this section.

Transfers approved in accordance with this Section shall become effective within thirty (30) days of the Agency Director's approval, unless such transfers would cause serious operational difficulties in the work unit from which the employee is transferring. If such were to be the case, then the transfer would become effective at the same time as the vacancy created by the transfer is filed.

Section 5. The probationary period for newly hired employees shall be one hundred eighty (180) days in length. Probationary employees may be subject to termination without recourse through the grievance procedure during their probationary period.

Employees either promoted, reclassified, demoted, or laterally transferred, will be subject to a ninety (90) day probationary period. During the ninety (90) day probationary period, the County may involuntarily return a promoted, reclassified, or transferred employee to his/her prior position.

Any such involuntary return to a prior position during the probationary period shall not be subject to the grievance and arbitration procedure of Article 16.

An employee who was voluntarily promoted, reclassified, or laterally transferred may also request to voluntarily return to his/her prior position during the ninety (90) day probationary period. An employee may voluntarily return to his/her prior position only if the following conditions are met: (1) the department head or elected official (as applicable) has approved the return to the prior position; and (2) the position has not been filled. If the prior position has been filled, the employee may be return to an open position within the same department that is comparable to his/her prior position, subject to department head or elected official approval. If no comparable position is open within the same department, the employee may apply for any other open position within the County that the employee is qualified to fill.

For purposes of this Section, "comparable position" means a position that pays substantially similar wages as compared to the employee's prior position.

Any employee terminated during the ninety (90) day probationary period shall have recourse through the grievance and arbitration procedure of Article 16.

Employees at Dauphin County Prison who have not successfully completed the Correctional Officers' Basic Training School, as convened by the Commonwealth of Pennsylvania Department of Corrections, or a course deemed equivalent by proper authority, shall be considered probationary employees until such time as they successfully complete the training. If the scheduling of required training does not occur until after an employee's one hundred eighty (180) day probationary period, then the employee shall have their probationary period extended until satisfactory completion of the required training. The intent of this extension shall only be to accommodate the completion of training. Employees having completed one hundred eighty (180) days of employment are entitled to all other post-probationary rights and privileges, save the probation extension which shall remain in effect until successful completion of the training.

The County, the Union, and the employee may, by mutual agreement, extend an employee's probationary period in the following situations:

1. When the employee has been absent for a period of time during the probationary period for medical or other reasons.
2. For questionable performance, when there is a reasonable expectation that the probationary employee will be able to meet satisfactory performance standards with the extended time frame.

All seniority rights shall accrue to all employees as of their date of hire except for Social Casework interns. When these interns reach Caseworker 1 or Caseworker 2 pay status, their seniority rights will begin to accrue. Movement into the classified service shall not affect service time.

Section 6. Every six (6) months, if changes have occurred, seniority lists shall be prepared showing, by Agency and by job classification, continuous service, total years of service, and date

of last hire for all employees. Such lists shall be posted on the appropriate bulletin boards and shall be mailed to the Union office upon request.

Copies of such lists shall be furnished to the appropriate officers of the Union upon request.

Section 7. The term demotion is defined as the movement of an employee to a lower classification and pay range.

Salary and classification demotions which are made to assist an employee who cannot satisfactorily perform the duties of the higher classification will be based on job performance, not seniority, and will be covered under Article 15 of this Agreement.

Employees involved in salary demotions within a classification shall have the right to elect the salary demotion or layoff.

Section 8. The following shall constitute a break in continuous service: resignation for a period of more than one (1) year (except where resignation is elected in lieu of separation for just cause), retirement, absence without leave for five (5) days, failure to report after leave without justification, or acceptance of other full-time employment while on unpaid leave. If continuous service is broken by any of the above, the employee shall lose seniority points. Employees on leave for union business are exempt from loss of seniority points.

Section 9. The commencement of continuous service shall be calculated from the date of last hire in the Dauphin County Area Agency on Aging, Social Services for Children and Youth, Dauphin County Mental Health & Intellectual Disabilities Program and the Dauphin County Prison. Unit seniority shall be computed from the date the employee was assigned to his/her present unit with the Dauphin County Social Services for Children and Youth, Dauphin County Mental Health & Intellectual Disabilities Program, and Dauphin County Prison.

For purposes of promotions, continuous service seniority, unit seniority, and appropriate work experience shall be considered.

For purposes of scheduling work hours, vacation, and personal leave, seniority in the work unit shall apply.

Agreement language is here clarified such that continuous service, bargaining unit seniority, and anniversary date shall be construed to be the same date; that is, each employee's date of last hire. A list indicating such date for each incumbent shall be made available to the Union representative upon request. The Union shall be notified in writing regarding the proper date of all employees hired subsequent to the execution of this Agreement. A separate seniority list will be prepared and maintained for employees at Dauphin County Prison.

Effective January 1, 2000, the continuous service and bargaining unit seniority shall be adjusted (day for day) to reflect the parties' agreement that accrual of seniority shall be frozen during any period of unpaid leave of absence greater than sixty (60) work days with the exception of periods of unpaid leave due to furlough, work-related injury or illness, and/or maternity/paternity leave.

Notice of adjustments to such date made in compliance with the provisions of this Section shall be provided in writing to the affected employee and to the Union at the time such adjustments are made.

In expressly agreeing to the above, the parties do not intend to modify in any manner the method currently used to calculate longevity for purposes of retirement.

Section 10. The Employer agrees to post all vacancies and new positions within five (5) working days after the Administrator receives written permission to fill the position(s). Should the Employer be undecided in which unit of service the vacancy or new position is to be filled, the Employer agrees to post an announcement within the same five (5) day period. The position will then be posted within five (5) working days after the unit of service within which the position is to be filled is selected.

An employee may apply for a posted vacancy or new position by submitting a transfer application to Human Resources within ten (10) working days of the posting. An employee may, however, make their interest in transferring to an alternate unit of service known to the Employer at any time regardless of whether a vacancy has been posted or is anticipated. The Employer will give current employees first opportunity to fill the posted vacancy or new position when qualifications allow.

When an employee's job functions change so as to constitute a new classification, even though the new classification is not yet assigned, the Employer agrees to meet with the Union representatives at the time the job function changes to decide the appropriateness of posting the position. The Employer will endeavor to assure prompt and proper reclassification of all employees.

The provisions of this section do not apply to employees at Dauphin County Prison. However, available positions at the Dauphin County Prison will be posted.

Section 11. For the purpose of layoff and furlough only, as set forth in Section 2 of this Article, Union officers and stewards shall have super seniority within classification. It is clearly understood and agreed that this Section shall be limited to a total of eight (8) persons (two (2) from Dauphin County Prison, two (2) from Area Agency on Aging and four (4) from Dauphin County Social Services for Children and Youth, Dauphin County Mental Health & Intellectual Disabilities Program, or Dauphin County Crisis Intervention Office) either Union officers or stewards whose names will be provided to the Employer at the time of their election.

Section 12. In the event that the Employer must reassign employees in order to remain operational in a particular work unit, the Employer will seek approval and will post notice in accordance with Article 10, Section 10 above. During the approval and posting period, Management will seek non-probationary volunteers with prior experience in the area of service requiring coverage to transfer. In the event that there is no Management-approved qualified employee that volunteers, the Employer may temporarily transfer the least senior, non-probationary employee with prior experience in the work unit. In the event that there is no employee with prior experience, the Employer will transfer the least senior non-probationary employee into the work unit. However, Management will assure that the work unit from where the employee was transferred will also

remain operational during the temporary transfer. Such an involuntary transfer shall be for a specified period of time and the transferred employee will retain unit and agency seniority in the unit that the employee was transferred. Work rules within the temporary work unit shall apply to any transferred employee. This Section does not apply to the Dauphin County Prison Treatment Staff.

ARTICLE 11 LEAVES OF ABSENCE

Section 1. Employees shall be eligible for paid or unpaid leaves of absence after ninety (90) days of service with the Employer. All paid leave shall be utilized before the commencement of unpaid leave.

Section 2. The following shall be considered to be leaves with pay:

- A. Civil Leave - Employees called for jury duty or subpoenaed to attend court, shall be granted leave while attending court. Evidence of the subpoena or other written notification must be submitted to the employee's department head in advance. Employees will have the choice of receiving their regular County pay OR the court fee, but may not receive both. Employees subpoenaed for Federal or State court or jury duty are entitled to Court payment AND their County earnings. Employees who are subpoenaed by Commonwealth Court or U.S. Magistrate will be excused and compensated only for the time required by the court.
- B. Military Leave - Employees who are members of Reserve Components of the Armed Forces and the Pennsylvania National Guard are entitled to a leave and shall be paid his/her Armed Forces Service pay and his/her regular salary on all working days not exceeding fifteen (15) days in any calendar year during which they are engaged in field training and/or active duty authorized by the Federal Forces.

Section 3. The following shall be considered to be leaves without pay:

- A. Employees may be granted leaves without pay at the joint discretion of the Employer and the employee for any reason except to take other employment. A general leave of absence is for a minimum period of seven (7) days and a maximum period of six (6) months. If an employee believes that he/she will be unable to return to work on the scheduled or anticipated date, it is his/her responsibility to apply for an extension of the original leave prior to its expiration. Consideration of any extension will be based on staffing needs of the department, but in no case can the extension be approved beyond a six (6) months maximum period.
- B. Employees who are elected or appointed as Union officials or representatives shall at the written request of the employee be granted leaves without pay for the maximum term of office, not to exceed three (3) years.
- C. Members of the Union elected as official delegates of the annual convention of the Union shall be granted up to four (4) weeks leave without pay each year, where such time is

necessary, to attend the annual convention unless operational need deems it otherwise. Approval will not be unreasonably denied.

- D. Up to three (3) days compensatory time, vacation, or personal leave may be utilized by no more than six (6) stewards at one (1) time for labor negotiation training.
- E. Maternity/Paternity Leaves, paid and/or without pay or a combination of both, shall be granted at the request of the employee not to exceed six (6) months. Such leaves may, upon the request of the employee, be extended or renewed for a period of time not to exceed a total of twelve (12) months at intervals of six (6) months. At the commencement of the Maternity/Paternity Leave, employees will be required to use all accrued but unused leave time including any compensatory time. However, employees may elect to save a maximum of forty (40) hours of sick leave. Immediately upon commencing Maternity/Paternity leave, the employee will be placed on family medical leave in accordance with County policy. In no case shall the employee be required to leave her position prior to childbirth unless she can no longer perform the duties of her position. An employee who is on approved Maternity/Paternity leave is guaranteed his/her exact position within the service unit with the Department upon his/her return from such leave within six (6) months. When Maternity/Paternity leave is extended beyond six (6) months, he/she will be guaranteed an equivalent position upon return.

While an employee is on Maternity/Paternity leave, his/her duties may be performed by a special per diem and/or substitute employee when available. The per diem and/or substitute rate shall not be greater than the last salary when the per diem and/or substitute employee was a former regular employee. Additional benefits for special employees shall be outlined in Article 31 of this Agreement.

Employees on Maternity/Paternity Leave shall notify the Agency Administrator or Warden (or his/her designee) in writing at least thirty (30) days prior to the expiration of the approved leave regarding the intention of return to work or extend the leave.

- F. After completing one (1) year of service, an employee may be granted a leave of absence without pay at the joint discretion of the Employer and the employee for applicable educational purposes. Such leave shall not exceed two (2) years and shall not be granted more than once every four (4) years.
- G. Whenever an employee is drafted any time into the active military service of the United States or enlists in time of war or armed conflict, he/she shall be granted a military leave without pay. The term "drafted" shall mean to be drafted, to be ordered in active military service as a member of a Reserve Component of the Armed Forces, or in any way to enter or remain involuntarily in active military service for such period as is necessary to satisfy one's service draft obligations. While an employee is on military leave, his/her duties shall be performed by a temporary substitute from outside the Agency, if necessary. Upon his/her discharge or release he/she has thirty-one (31) days to make his/her intentions known regarding employment to retain his/her seniority.

- H. Where there is a leave of absence under a three (3) month period, the employee will be guaranteed his/her exact job function within the service unit. During this leave, his/her duties may be performed by a temporary substitute when available.

Where leave exceeds three (3) months to a maximum of twenty-four (24) months, the employee will return at his/her same job functions, equivalent position, or first available position within his/her classification.

- I. Separate Sections under this Article cannot be built on each other to pyramid and exceed leave allowable under individual Sections.

Section 4. All requests for leaves of absence shall be submitted and replied to in writing. Requests shall be submitted to the Employer or the Employer's designated representative. The following notification policies shall prevail:

- A. Emergency type leaves of absence shall be answered before the end of the shift on which the request is made and is subject to verification if required.
- B. Leaves of absence which do not exceed one (1) month shall be submitted by the employee to his immediate supervisor in advance the same number of days the leave shall extend.
- C. Leaves of absence which exceed one (1) month but less than three (3) months shall be submitted thirty (30) days in advance and responded to within fifteen (15) days of submission.
- D. Leaves of absence which exceed three (3) months shall be submitted sixty (60) days in advance and responded to within thirty (30) days of submission.

Section 5. In accordance with the Family and Medical Leave Act of 1993 (FMLA) and County FMLA Policy, an eligible employee is entitled to a total of twelve (12) work weeks of leave during each rolling calendar year in the event of one or more of the following:

- A. Care for a qualifying family member (spouse, dependent child or parent, but not parent-in-law) with a serious health condition.
- B. 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.
- C. Care of a covered service member with a serious illness or injury-provides up to twenty-six (26) weeks per FMLA policy.
- D. Qualifying exigency.

An eligible employee is defined as an employee who has been employed for minimum of one (1) year and who has worked a minimum of 1,250 hours over the previous twelve (12) months. Employees with an absence of five (5) consecutive working days will be required to utilize all

accrued but unused leave concurrently with the start of FMLA leave. However, an employee may reserve up to five (5) days of accrued sick leave for use upon his/her return to work. Dauphin County will maintain the employee's health coverage while on FMLA leave provided the employee continues their portion of the premium sharing.

The employee must request the FMLA leave thirty (30) days in advance when the leave is foreseeable. Management will require medical certification to support a request for leave because of a serious health condition, (and may require a second or third opinion at the Employer's expense), and a medical statement that the employee is able to return to work when the leave is taken for his or her own health condition.

Upon return from FMLA leave the employee will be placed in his or her same or an equivalent position.

ARTICLE 12 BEREAVEMENT LEAVE

Section 1. For a death of an immediate family member, defined as a spouse, child, step-child, adopted child, foster child, parent, step-parent, sibling, step-sibling, grandparent, grandchildren, or a member of the employee's household for at least six (6) months preceding death, a full-time employee may be granted paid bereavement leave at the regular rate of pay for the time he/she was scheduled to work, up to a maximum total of four (4) days. Employees will be paid only for those days that fall on their regularly scheduled workdays.

For the death of a non-immediately family member, defined as a parent-in-law or sibling-in-law (if the employee is residing with the spouse), uncle, aunt, nephew, niece, cousin, or member of the employee's household for less than six (6) months preceding death, a full-time employee may be granted paid bereavement leave at the regular rate of pay for the time he/she was scheduled to work, up to two (2) days. Employees will be paid only if the leave days fall on their regularly scheduled workday.

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

Employees will be permitted reasonable time off work without pay for other deaths in family, or when extensive travel is involved. Employees may utilize vacation, personal, or compensatory time for such purposes.

ARTICLE 13 ANNUAL SALARY AND WAGES

Section 1.

A. Effective with the first full pay period in January of 2023, the following salary increases will be implemented:

Pursuant to Article 33, incumbent employee's base rate will receive a cost-of-living adjustment of 3.5%. The starting pay rates will likewise increase by 3.5%. This cost-of-living adjustment will be applied before the additional increases provided below.

In addition to the cost-of-living adjustment, the following applies to incumbent employees' base rate and starting pay rates:

For job titles in Pay Ranges 23 through 30 (including Pay Range 30), there shall be a minimum wage of \$15/hour or a flat increase of \$2.00/hour, whichever is greater.

Except for Caseworker 1 and Caseworker 2 in Children and Youth Services and Treatment Specialist 1 and Treatment Specialist 2, for job titles in Pay Ranges 31 or above, there shall be a minimum wage of \$20/hour or a flat increase of \$2.50/hour, whichever is greater.

Caseworker 1 in Children and Youth Services shall have a starting pay rate of \$21.50/hour. Incumbent Caseworker 1 employees shall receive a flat increase of \$4.93/hour.

Caseworker 2 in Children and Youth Services shall have a starting pay rate of \$23.77/hour. Incumbent Caseworker 2 employees shall receive a flat increase of \$4.00/hour.

Treatment Specialist 1 shall receive a starting wage of \$20.00/hour and Treatment Specialist 2 shall receive a starting wage rate of \$20.80. Incumbent Treatment Specialists 1 and 2 employees shall receive a flat increase of \$3.00.

Effective with the first full pay period in January 2024, 2025, and 2026, incumbent employee's base rate will increase by 2.95%.

The starting pay rates for each classification are listed on Appendix A.

The cost of living increase provided pursuant to Article 33 will be retroactive to the first full pay period in January for all employees employed by the County after January 1, 2023. All other wage increases ("Wage Increases") provided pursuant to this Agreement will be retroactive to the first full pay period in January for employees who remain employed by the County as of the date this Agreement is fully executed by the parties. The amount of the retroactive Wage Increases shall be subject to repayment by an employee if the employee's employment with the County is terminated for any reason other than retirement before the end of the 2023 calendar year. Such repayment shall be made by payroll deduction from the employee's final paycheck, and each employee agrees to execute a wage deduction authorization to do so. Should an employee's final paycheck be insufficient to cover the amount of indebtedness, each employee agrees to repay any remaining balance within ten (10) days of termination. The repayment obligation provided herein shall not apply to employee who elect superannuation retirement or who are deemed eligible for and take disability retirement during the 2023 calendar year.

- B. Longevity adjustments will be included in the first full pay of the month following the month in which they meet the longevity requirement. Longevity increases shall be one-time payments after reaching each of the following service anniversaries, meaning that each employee will only receive the increase in their pay one-time at each service year threshold. Employees will receive the longevity increase in their hourly rate of pay as described below:

Effective 1/1/2023:

2 years	\$.50/hour
4 years	\$.50/hour
8 years	\$.50/hour
10 years	\$.50/hour
15 years	\$.50/hour
20 years	a one (1) time lump sum payment of \$1,000.00
30 years	a one (1) time lump sum payment of \$1,500.00

All longevity increases paid after January 1, 2010, will be included in each employee's base pay rate for purposes of calculating annual increases. This provision does not apply to the 20 year or 30 year lump sum payments.

Section 2. No employee shall be paid a higher hourly rate than the state reimbursable maximum. As the reimbursable maximum increases, these employees will have their salaries adjusted accordingly.

Section 3. Employees of Dauphin County Crisis Intervention unit shall receive hourly shift differential payments as follows:

Second Shift (3:00 p.m.-11:00 p.m.)	\$0.70/hour
Third shift (11:00 p.m.-7:00 a.m.)	\$0.85/hour

Employees must work the entire shift to be eligible for the differential payment.

Section 4. Those individuals employed in either an Aging Care Manager 1 or Caseworker 1 or Case Aide I classification shall, after completion of six (6) months satisfactory performance, be promoted to the appropriate classification of Aging Care Manager 2 or Caseworker 2 or Case Aide II and paid in accordance with Appendix A.

Section 5. The earnings of employees shall be paid biweekly. Effective the second full pay period of 2023, 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. In the event this date is a holiday, the preceding day shall be payday.

Section 6. Dauphin County employees will be placed at the appropriate pay range for the County position/job title as outlined in Appendix A.

Section 7. The County and the Union shall mutually agree on the hourly rate for employees in this bargaining unit who transfer to a new position within this bargaining unit. If the parties are

unable to come to an agreement on the rate, the employee will be paid four percent (4%) above the hourly starting salary for that position. Employees who are reinstated with two (2) or more years of service in the classification for that position will be allowed to start at four (4%) above the hourly starting salary for that position for that year.

Section 8. The County will provide employees classified as Treatment Specialist 1 and Treatment Specialist 2 working in the Treatment Department at Dauphin County Prison a one (1) time lump sum reimbursement for the attainment of the credential of a Certified Alcohol and Drug Counselor in the amount of \$350.00. The payment will be made at the completion of six (6) full months after the certification is earned. Additionally, the County will reimburse qualified individuals the amount of \$150.00 at the end of every other year that they continue to maintain their certification. Employees are responsible for providing proof of certification and re-certification when applicable.

Educational levels attained by a new employee may be compensated for at the time of hire. New hires possessing a master's degree that is directly related to the position being offered shall receive an additional four percent (4%).

Section 9. Employees who plan on attending a master's degree program must gain approval from their department head and the Board of Commissioners prior to beginning the educational program. The approved increase will be effective with the next full pay period following submission of satisfactory completion of the master's degree, provided prior approval was granted.

Course work must be directly related to the employee's current County position, as determined by the County, to be eligible for any salary increase. All employees will be required to identify how the degree will benefit the County in the performance of their duties and must provide proof of the attainment of the master's Degree.

Payment of this benefit is limited to one (1) advanced degree and only one (1) payment of four percent (4%).

Positions that require an advanced degree that is provided a higher level of compensation is ineligible for receipt of the increase.

Section 10. Designated employees, limited to a maximum of five (5) employees assigned to Children and Youth, two (2) employees assigned to Area Agency on Aging, two (2) employees assigned to the Prison and one (1) employee assigned to MH/ID, will be eligible for a once per year lump sum payment for utilizing the skill of translation. The amount of this payment will be \$1,500.00, effective in 2023. The payment will be made as part of a regular paycheck and will be subject to normal deductions in the first full pay period of December of each year.

Designated employees, limited to a maximum of five (5) employees assigned to Children and Youth, two (2) employees assigned to Area Agency on Aging, two (2) employees assigned to the Prison and one (1) employee assigned to MH/ID, will be eligible for a once per year lump sum payment for maintaining a notary license and providing notary services. The amount of this payment will be \$500, effective 2023. The payment will be made as part of a regular paycheck and will be subject to normal deductions in the first full pay period of December of each year. Only

employees who maintain an active notary commission are eligible for this payment. The County in its sole discretion may determine which employees, if any, shall receive required notary training and has sole discretion to determine whether to renew any employee's notary commission.

New hires and terminating designated employees performing this skill will be eligible for a prorated payment, based on full months of service, in their first and last year of employment.

Translation skills may be placed in a designated employee's position description.

In an emergency situation that results in an occasional request for the use of translation skills by a non-designated employee will not be the basis of any required payment nor will the action result in a filed grievance.

ARTICLE 14

PREMIUM TIME

Section 1. Premium time shall be earned when an employee is required to work in excess of eight hours in one (1) day or forty (40) hours in one (1) week. Holidays and approved, pre-scheduled vacation and personal leave time will count in the computation of premium time. Paid lunch, compensatory time, and any leave time that is not approved and pre-scheduled (as defined in Article 9) will be excluded from the computation of premium time.

Section 2. An employee who has worked premium time shall have the option of selecting as reimbursement for the premium time earned either overtime pay or compensatory time off. The selection of compensatory time, at a rate of one and one-half (1 ½) times, is limited to the maximum of forty-five (45) hours as identified in Section 9 of this Article.

Section 3. Overtime pay and compensatory time off are earned in the same manner and equally. Whatever form of reimbursement, overtime pay or compensatory time off, the employee selects for premium time will be calculated at one and one-half (1 1/2) times the premium time worked.

- A. In the case of overtime pay, the employee would receive a cash payment of one and one-half (1 1/2) times their hourly rate of pay of all premium time worked.
- B. When compensatory time off is selected, the employee would be credited with and eligible to take time off at the rate of one and one-half (1 1/2) times the amount of premium time worked. The employee must notify his/her supervisor in writing within two (2) work days of the completion of the overtime worked that he/she is requesting to use compensatory time. In the absence of a written request the overtime will be paid in accordance with Section 3A above.

Section 4. When an employee is scheduled to work for a sixth (6th) and/or seventh (7th) day it shall be construed as premium time except for those employees defined in Article 5, Sections 1 and 7.

Section 5. The Employer will attempt to equalize premium time between the employees at the site where work is being performed within the same job classification. The method used for the distribution of premium time work shall be subject to agreements developed at the Agency level. Premium time worked shall be voluntary, but the Employer shall be entitled to require such work when an emergency exists.

Section 6. Payment of overtime shall be made on the pay day of the first (1st) pay period following the pay period in which the premium time is worked.

Section 7. Compensatory time off may be used by the employee in the same manner and subject to the same conditions as any other earned leave, meaning employees would need to request or notify their supervisor of their intention to be on leave and then submit the required leave report indicating the type of leave utilized. Compensatory time off would be deducted from compensatory time earnings or the accumulation of same.

Section 8.

- A. Supervisory approval is required for any scheduled activities that cannot be scheduled during regular work hours and that exceed the anticipated work hours in accordance with Article 5, if premium time is to be earned.
- B. No supervisory approval is required for premium time worked when an unanticipated event or activity arises during the workday which requires an employee to work beyond scheduled work hours in accordance with Article 5. However, employees are required to notify the supervisor of the unanticipated event or activity requiring the overtime within two (2) working days.
- C. There shall be no premium time worked by or paid to employees at the Dauphin County Prison Treatment Staff without prior approval of proper authority.

Section 9. Compensatory time accumulations shall not exceed forty-five (45) hours at any time except in special circumstances where employees who anticipate extended leave, request approval from their supervisor and then notify the appropriate fiscal office. Employees may carry over a maximum of fifteen (15) hours of compensatory time from one calendar year to the next. To the extent an employee has more than 15 hours of compensatory time as of December 31 of each year, the County will pay out any such accrued compensatory time.

Section 10. When the compensatory time accumulation (maximum provided in Section 9 of this Article) is reached, premium time must be taken as overtime pay until the compensatory time accumulation is reduced below the limit through use deductions. This Section may be waived if the special circumstances provision in Section 9 of this Article applies.

Section 11. Premium time earnings and leave slips, subsequent to supervisory or administrative approval, must be submitted to the appropriate fiscal office for accounting of time earned, available, and used. A premium time request shall be submitted designating the employee's selection for payment on each occasion premium time is earned. The appropriate fiscal office will maintain an account for each employee of his/her compensatory time and report those transactions on the employee's monthly leave report. No further documentation for compensatory time earned

will be required when compensatory time is used as leave. Employees must use compensatory time in the calendar year in which it was accrued. If the compensatory time is incurred between October and December, then it must be used during the first quarter of the following year.

ARTICLE 15

DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge, or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, discharge, or written disciplinary action beginning at the second step of the grievance procedure subject to any conditions set forth in the grievance procedure under Article 16. The Union shall be notified of any disciplinary action taken against an employee. In cases of immediate disciplinary action by the Employer, the Union representative shall be requested to attend the conference with the employee.

Section 2. Any action instituted under Section 1 of this Article must be implemented within fifteen (15) working days after the event or specific knowledge giving rise to such disciplinary action or knowledge thereof.

Section 3. This Article shall not apply to probationary employees.

Section 4. The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. It must be kept in mind, however, that where insubordination or flouting of authority by an employee in public, and in the presence of other employees takes place, the Employer shall not be restricted by the operation of this Section.

Section 5. All written reprimands will be removed from the employee's personnel file one (1) year after entry if no other written reprimands have been served, except as required by the Prison Rape Elimination Act or any other federal or state law.

Suspension notices shall be removed from the employee's personnel file eighteen (18) months after entry if no other suspension notices have been served for related incidents, except as required by the Prison Rape Elimination Act or any other federal or state law.

ARTICLE 16

GRIEVANCES AND ARBITRATION

Section 1. An employee may process his/her grievance or dispute through the grievance procedure as outlined in this Article or through the County's Alternative Dispute Resolution policy but may not process the issue through both. All grievances must state the section(s) of the Collective Bargaining Agreement that was violated, the facts surrounding the violation(s), the impact on the employee, and the remedy requested.

Section 2. Any grievance or dispute which may arise concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

STEP 1. The employee, either alone or accompanied by the Union representative, or the Union where entitled, shall present the grievance in writing to the department head (or his/her designee) or Warden (or his/her designee) within seven (7) working days of the date of its occurrence or knowledge thereof. The department head (or his/her designee) or Warden (or his/her designee) shall respond in writing to the employee and the Union representative within seven (7) working days after receipt of the grievance.

STEP 2. In the event the grievance is not resolved after STEP 1, the appeal must be presented in writing by the employee or Union representative to the Director of Human Resources (or his/her designee) of the County of Dauphin within fourteen (14) working days after receipt of the department head's or Warden's response. The Director of Human Resources (or his/her designee) shall respond within fourteen (14) working days thereafter in writing to the employee and the Union representative.

STEP 3. If the grievance remains unsettled after STEP 2, it may be presented in writing to the Dauphin County Commissioners or their designee within fourteen (14) working days after the response is received from the Director of Human Resources. A hearing shall be scheduled within fourteen (14) working days from the date Step 3 grievance was received and all interested parties may be present. The Dauphin County Commissioners or their designee shall respond in writing to the employee and the Union representative within fourteen (14) working days following the hearing

STEP 4. The Union may appeal an unfavorable decision at STEP 3 by serving written notice upon the Employer of its intent to proceed to arbitration. Said notice shall be made within seven (7) days after receipt of the STEP 3 decision.

If the County does not respond or schedule a hearing in the time periods provided in this Section 2, the grievance is deemed automatically denied. The Union's timeframe to advance the grievance to the next step of the grievance procedure shall begin on the first day after the County's response was due. Notwithstanding the foregoing, the County shall provide at least one written response to each grievance, either upholding the grievance or identifying the bases for denying the grievance. The County shall provide such written response to the Union no later than seven (7) days after receiving the Union's notice in Step 4.

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

The parties shall, within seven (7) working days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternatively striking one (1) name from the list until one (1) remains. The Employer shall strike the first name.

Each case shall be considered on its merit and the collective bargaining Agreement shall constitute the basis upon which the decision shall be rendered.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation in which case it shall be binding only if such legislation is enacted. The arbitrator shall be requested to issue his decision within thirty (30) days after the hearing or receipt of the transcript of the hearing.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost 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 3. The Union is the exclusive representative of all the employees in the unit throughout the grievance procedure providing that any individual employee or a group of employees shall have the right at any time to present grievances to their Employer and to have adjustments made without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of the collective bargaining Agreement then in effect; and further, that the bargaining representative has been given an opportunity to be present at such adjustment.

Section 4. The time limits above may be extended by mutual agreement. In using the term "days" in regard to notice requirements, the Parties intend to mean business days, exclusive of holidays and weekends.

Time shall begin to toll either from receipt of notice of the action which gives rise to a grievance or from the effective date of said action.

Section 5. The grievance procedure may be expedited to arbitration if mutually agreed upon by the Union and Management.

ARTICLE 17 SAFETY AND HEALTH

Section 1. County owned or leased building:

- A. The Employer will take affirmative action to assure compliance with laws concerning the health and safety of employees.
- B. The Employer shall provide healthy and sanitary working conditions and proper maintenance of allocations which shall include adequate and sufficient rest room facilities and proper heating and ventilation wherever possible. Whenever a working area is not adequately heated or cooled, by mutual agreement employees will be moved to an area that is more conducive to a more adequately heated or cooled work area until the original area is returned to a satisfactory work area.

Section 2. Physical Safety:

- A. The Employer will continue its prohibition against assignment of employees to any work area in any building owned or leased by the County where there is a clear and present danger to their safety due to the physical plant.
- B. The Employer will continue to take appropriate action to protect its employees from injury while performing job functions when such hazards are identified or known to exist.
- C. The Employer will permit employees to leave the physical plant if a condition exists within the building causing illness in the employee. If Management makes the determination to send employees home, employees in these instances shall not be charged with use of leave time.

Section 3. The Employer shall provide a sanitary and attractive lunchroom facility when space becomes available. At Dauphin County Prison, the Employer shall maintain a sanitary and attractive lunchroom facility.

Section 4. Employees will not be responsible for equipment that is lost, stolen, or damaged unless the employee fails to take reasonable steps to prevent loss or damage. High value items must be removed from a vehicle when the vehicle is parked. In the event that an employee is required to reimburse the County for the loss, the amount shall not exceed the amount paid by the County, less reasonable and customary depreciation to acquire the equipment. The County may claim the cost through payroll deduction (with authorization). The amount deducted shall not exceed \$40.00 per pay period. If a grievance is pending on the matter, such deductions shall not be made until the grievance is resolved. The Union shall be notified within twenty-four (24) hours of any action taken against an employee in accordance with this Section.

Section 5. All Dauphin County Prison employees may request to have an annual tuberculosis test. Employees will not be unreasonably denied. Additionally, tuberculosis tests will be provided to all employees that may have been exposed to the bacteria at the Prison. Tuberculosis testing will be paid for by the County, with a copy of the results provided to the employee.

Section 6. Dauphin County conducts various background checks on perspective employees to include criminal background, references, and drivers' licenses. Employees that operate personal and/or County vehicles in the course of performing their job duties are required to have a valid drivers' license. All employees are required to sign a Request for Driver Information form prior to hire and annually thereafter giving the County permission to perform drivers' license checks. A copy of an employee's driver's license along with the form will be kept by the Risk Manager and updated annually. Employees that operate personal vehicles in the course of performing their job duties are also required to maintain valid insurance on their vehicle and produce a valid insurance card to the Risk Manager. A copy of the insurance card will be kept by the Risk Manager and updated upon expiration of the card.

ARTICLE 18

TRAVEL EXPENSES

Section 1. Employees shall be guaranteed a rate of reimbursement equal to the IRS rate per mile in effect at the time of the request for reimbursement. The payment for this expense will be made only if the Prison vehicle is not available for the Prison Treatment Staff.

Section 2. Mileage incurred by the employee for County business shall be, whichever is shorter, computed from point of origin which may be defined as the employee's assigned base office or the employee's home, should he/she be going directly into the field, whichever is shorter.

Section 3. Each employee shall be granted expenses including but not limited to turnpike tolls and parking.

Section 4. Parking:

All employees who are required to use their personal car for County business in the performance of their duties shall be granted a parking space in the Dauphin County Parking Garage (25 South Front Street, Harrisburg) or in other parking locations with prior approval by the County. In the event parking locations as set forth herein are not available, the employee will be responsible for payment of the monthly parking fee for parking in a location of his/her choosing or the employee may elect to obtain a bus pass at no cost by filling out the appropriate form and submitting to Human Resources. Employees in the Area Agency on Aging that are hired on or before July 3, 2018 and are parking in locations other than the Dauphin County Parking Garage and receiving reimbursement for the difference in parking fees from the County, such reimbursements shall continue however, the County may reassign employees to alternate parking locations within walking distance to their worksite in order for the reimbursements to continue. Additionally, these employees must maintain their names on the waiting list for the Dauphin County Parking Garage. Parking rates shall be as follows:

2023: \$75.00 per month

2024 – 2026: Employees shall pay the same rate that applies to non-union County employees.

However, employees are responsible for making payment in accordance with the rules and regulations set by Dauphin County. All employees who park in the Dauphin County Garage will have their monthly parking automatically deducted from their paychecks effective the second full pay period of 2023.

In the event a County department requests and receives reimbursement from the Commonwealth of Pennsylvania for the full cost of employee parking, employees within that County Department will be exempt from the parking rates provided in this Section for the calendar year in which the Commonwealth reimbursement applies. For calendar year 2023, to the extent employees eligible for this exemption have already elected to make parking-related contributions to their individual

flexible spending accounts, the County will rescind such contributions unless requested otherwise in writing by the employee.

The County agrees to make every effort to assure adequate parking for all workers. This effort would apply to locations in the area of the assigned work site for employees of Dauphin County Social Services for Children and Youth, Area Agency on Aging, and Dauphin County Mental Health & Intellectual Disabilities Program who are required by employment to have access to a vehicle. When spaces in the provided parking facilities are at full capacity, eligible employees will be placed on a priority list for parking in the garage.

This section supersedes and replaces the Memorandum of Understanding between the parties dated July 2020.

Section 5. Subsistence:

- A. An employee who is required by the Employer to travel twenty (20) miles or more one (1) way from his/her regular office (either 25 South Front Street, Upper Dauphin Human Services Center, or 501 Mall Road) shall be reimbursed for meals.
- B. For all Human Service employees, if the employee must be away from the office site during the normal meal period because they were required to attend training or other Agency mandated activities, the employee will be reimbursed for the meal. Employees will not be reimbursed for meals simply because they are in the field over the lunch period. Employees who must take their lunch in the presence of a client will be reimbursed. Specific policy regarding this Section will be developed in Meet and Discuss.
- C. For Dauphin County Prison employees, those who choose to attend meetings, training, workshops, or other work-related activities within the twenty (20) mile radius will not be reimbursed for meals.
- D. Allowances for subsistence require receipts or other accounting where possible. They are not a flat allowance; only amounts actually expended may be claimed up to the amount established by the County.

Section 6. Lodging:

- A. In the event that an employee must secure lodging while engaged in County work, the County shall incur the expense at the going rate. The employee must secure prior approval whenever possible.

Section 7. Expenses Payment:

- A. Expenses will be submitted on a bi-weekly basis and paid during the next pay period and supported by receipts.

Section 8. Front End Expenses:

- A. In any pre-planned trips where there is estimated to be extraordinary expenses, such expenses shall be paid by the County to the employee prior to that employee making said business trip or related travel, including travel to education conferences. An accurate accounting of advance monies is required with receipts and other documentation supporting expenses.

Section 9. Reimbursement payment of up to \$125.00/annually for business automobile insurance (upon proper verification) will be made to Aging Care Managers, Caseworkers, and Aides who drive on County business over 3,500 miles per year. Miles driven to and from work are excluded.

ARTICLE 19

HOSPITAL AND MEDICAL INSURANCE BENEFITS

Section 1. Effective January 2023, the County shall provide all full-time employees and those part-time employees employed in the Crisis Department who are employed at least sixty (60) calendar days (effective the first day of the month after the completion of sixty (60) calendar days), their spouse and children healthcare insurance as described below.

Section 2.

In 2023, the County will continue to offer eligible employees covered by this Agreement medical and hospitalization insurance plan coverage. Employees will receive the same plan and coverage, including wellness incentive, that the employees received in 2022. Accordingly, the plan design for 2023 is as follows:

PPO Deductible/Copay Plan \$700/\$1400		
Coverage Level	Employee Monthly Contributions	Per Pay
Single	\$30.00	\$13.84
EE+ Spouse	\$60.00	\$27.69
EE+ Child	\$60.00	\$27.69
EE + Children	\$60.00	\$27.69
Family	\$60.00	\$27.69

Starting in 2024, the County will offer eligible employees covered by this Agreement the same five-tier structure and rates for Plan B medical and hospitalization insurance coverage that is provided to other non-Union Dauphin County employees. Employee deductible, premium share, and copays will be equal to the same Plan B deductibles, premium share, and copays that are offered to non-union employees, as set forth in the Dauphin County Open Enrollment Benefit Guide.

In the years following 2023, the amounts of the Employee's deductible and premium share shall not increase more than 6% per year.

In 2023, the County will also offer eligible employees the same wellness program and associated incentives offered in 2022. In 2024, Employees will be eligible for the same wellness program and associated incentives as is offered to non-union employees. The wellness program discounts offered by the County shall not apply to the spousal surcharge monthly rates.

In 2023, the County will also offer the same opt out programs employees had in 2022. In 2024, the opt out stipend shall be the same as what is offered for non-union employees, as detailed in the annual 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 has the option to reopen this Agreement to negotiate the benefit for its members.

Section 3.

For 2023, the spousal surcharge shall remain the same as employees had in 2022. In the years following 2023, the amount of the spousal surcharge shall be the amount applicable to non-union employees. In the years following 2023, the spousal surcharge shall not increase more than 6% per year. The spousal surcharge shall be charged if a spouse is eligible for coverage under another employer-offered plan, 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 applicable premium sharing amounts above.

The spousal surcharge shall only apply to employees hired on or after February 1, 2019.

Section 4. An employee on an approved leave of absence may pay to the County directly the cost of continuing the coverage hereunder. Failure to make timely payments will result in the cancellation of continuing coverage.

Section 5. Retiree Health Benefits

Current Employees who retire during the term of this Agreement and who:

- (a) are at least fifty-five (55) years old, and
 - (b) have completed at least twenty (20) years of service with the County, and
 - (c) have completed at least five (5) years of service in this bargaining unit represented by PSSU, and
 - (d) are receiving health benefits under the County's program at the time of retirement,
- will receive the health insurance benefit described in this Article 19 consistent with the terms set forth below. This health insurance shall be paid for a period of up to ten (10) years following one's date of retirement, but shall not apply under one or more of the following circumstances:

--As to the retiring employee:

- (i) the retiring employee becomes eligible for Medicare, or

- (ii) the retiring employee becomes eligible for coverage at a new place of employment; or
- (iii) the retiring employee is eligible for coverage as a dependent at a spouse's place of employment.

--As to the spouse of the retiring employee:

- (i) the spouse becomes eligible for Medicare, or
- (ii) the spouse is eligible for coverage at his/her place of employment.

Coverage will be limited to employee or employee and spouse only; it will not be multi-party or family coverage. The employee and spouse will be covered only if he/she was covered by the insurance prior to retirement. Further, the County's contribution will be limited to 70% of the premium cost, with the retiree to pay the remaining 30%. Failure to make timely payments will result in the cancellation of continuing coverage.

Employees hired on or after January 1, 2010 will not be eligible for any Retiree Health Insurance Benefits.

ARTICLE 20 PENSION

Employees hired on or after January 1, 2023, shall be placed in the 1/80 pension class. Current employees as of December 31, 2022 will remain in their current pension class of 1/60.

ARTICLE 21 LIFE INSURANCE

Section 1. The County will provide each full-time employee covered by this Agreement and those part-time employees employed in the Crisis Department who are employed at least ninety (90) calendar days with life insurance at face value one and one-half (1 ½) times the employee's salary and the Employer shall continue to assume the entire cost of the life insurance program up to the maximum \$65,000 as provided for by the County Group Life Insurance Policy. Employees will be responsible for any tax implications resulting from coverage over \$50,000.

Section 2. If an employee is on an approved leave of absence, the County will maintain the life insurance policy which is provided by the County.

ARTICLE 22 LEGAL PROCEDURES

Section 1. 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, no more than five (5) calendar days after the service of

process to the Office of County Solicitor. Should the Solicitor decline to represent the employee because of an actual or potential conflict of interest, the County Solicitor 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) 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.

Section 2. All off-duty bargaining unit members 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, 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 of the regularly scheduled work shift shall be paid only on the basis of time spent in the accordance with the overtime provision (one and one-half times regular hourly rate). Witness fees shall be turned over to the County.

ARTICLE 23

CREDIT UNION PAYROLL DEDUCTIONS

Section 1. The County of Dauphin agrees to make available to all employees covered by this Agreement a payroll deduction plan to any Credit Union.

Section 2. The County of Dauphin shall continue its payroll deduction plan for United States Savings Bonds for all employees covered by this Agreement.

ARTICLE 24

HEALTH AND WELFARE BENEFITS

Section 1. This Health and Welfare Fund shall conform to all existing and future federal and state statutes and regulations controlling each health and welfare fund.

Section 2. The Pennsylvania Social Services Union Health and Welfare Fund is established to provide employees benefits such as paid prescription services, vision care services, and dental care programs for bargaining unit employees.

- A. Commencing January 1, 2023, Dauphin County will contribute \$254.16 per month per enrolled employee to the PSSU Health and Welfare Fund as of the last day of the applicable month.
- B. The County shall be under no obligation to send payment for any new employee during the time period in which an employee is not eligible for benefits pursuant to the County's sixty (60) day waiting period.

- C. There is presently in operation a jointly-administered trust fund designed to provide health and welfare benefits to employees. The trust fund known as the "P.S.S.U. Health and Welfare Fund" has been established pursuant to the terms of a written agreement, Declaration of Trust dated May 5, 1975, the provisions of which are hereby incorporated by reference. In the event of any conflict between the terms of this Agreement and the PSSU Health and Welfare Fund, the terms of this Agreement shall control.
- D. Employees are permitted to opt out of all coverages offered by the Fund and will receive the full opt out payment available as reflected in the non-Union employee open enrollment guide if such election is made. Employees are permitted to opt out of prescription coverage provided by the Fund and will receive the applicable opt out payment as reflected in the non-union employee open enrollment guide if such election is made. If an employee opts out of prescription coverage, the employee must also opt out of medical coverage provided by the County to be eligible for the above-referenced payment. With respect to any employee who opts out of prescription coverage, the County will pay the Fund \$69.29 per month per such employee for dental and vision coverage only. Employees are not permitted to opt out of dental and vision coverage only. Employees are not permitted to opt out of spousal or dependent coverage.

Section 3. The Employer shall make aggregate payment of contributions together with an itemized statement to the Health and Welfare Fund within thirty (30) days following the end of the calendar month in which contributions were made.

Section 4.

- A. The contributions made by the Employer to the Health and Welfare Fund as indicated in Section 1 above, shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administration expenses of the fund.
- B. All contributions and benefits extended by this Health and Welfare Fund must be designated to be excludable from the regular rate definition of the Fair Labor Standards Act. Employer contributions shall not be deemed to be part of the employee's base rate of pay.
- C. No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining agreement between the Employer and the Union.

Section 5. It is expressly agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Health and Welfare Fund shall be limited to the contributions indicated under Section 1 above.

Section 6. At the Union's option, during the term of this Agreement all of the employees together may go into the County's vision, prescription, and dental plans on the same basis as those benefits

are provided to non-union employees of the County. The Union shall be required to provide a written request of enrollment of represented employees in the County's plans no later than ninety (90) days prior to any proposed enrollment date.

ARTICLE 25

CAREER DEVELOPMENT

Section 1. The employee who possesses some but not all the required academic credits or training for promotion with the department or who wishes to obtain the requirements will have the opportunity of planning a career development program in conjunction with his/her immediate supervisor, or the department Administrator, or his/her designee.

Section 2.

A. The employee may be approved for those academic courses and/or training preferred and/or required for promotion. The employee will be given time off with pay only if the required course or training is not given in the evening or weekends. The time off with pay provision is applicable for only the approved career development program. This opportunity for career development (time off with pay) can only be approved once during the employee's career with Dauphin County.

The time off with pay provisions cannot exceed ten (10) hours within a work week or a total of four hundred (400) hours per employee per year.

B. Any required training by the Employer will be provided by or paid for by the County. All employees will have an equal opportunity to obtain this training without discrimination.

Section 3. The employee's immediate supervisor must certify in writing that the work of the employee can be adequately handled by the remaining service unit workers in the absence of the employee during day time hours or an approved adjusted schedule.

Section 4. The employee who is approved for and who then satisfactorily completes the academic study program shall:

- A. Meet the minimum requirements for the desired position. This does not apply to the employees at Dauphin County Prison.
- B. Carry a small portion of the advance responsibilities in the desired position for a sixty (60) workday period.
- C. Employees shall be compensated at the higher classification rate or if their rate exceeds the start rate for the higher classification, shall be paid a four percent (4%) increase for the higher classification work.

- D. Be evaluated at the conclusion of the specified time by his/her immediate supervisor to determine his/her readiness for promotion to the desired position. This evaluation is to be placed in his/her personnel file.

Section 5. The employee, upon completion for the requirements set forth in Section 4 above, shall be eligible for promotion as set forth in this Agreement.

Section 6. At Dauphin County Prison, Management and the Union will continue to enhance career development.

Section 7. The County agrees to fully participate in the CWEL (Child Welfare Education for Leadership). If a caseworker in compensable status is accepted into the program, provided that:

1. Participation will take place in accordance with Article 11, Section 3(h).
2. While participating in the program, they will work at the agency summers and holidays.

ARTICLE 26 TRAINING

Section 1. The Employer recognizes its responsibility to provide programs that will improve the employees' effectiveness within the department. The employee recognizes his/her responsibility to participate fully in training opportunities provided. These programs will consist of in-service and/or out-service training.

Section 2. In-service training will provide for, but not be limited to, the following:

- A. Gradual introduction through extensive orientation will be provided as determined by service unit or specialty.
- B. Training for employees who are transferred to duties or functions which are substantially different from those performed prior to transfer or reassignment.
- C. At a minimum, semiannual in-service training series which will cover skills and new theories, assure familiarity with Agency programs, and provide enrichment in areas of need identified by the Employer in conjunction with the employee.
- D. This training will be implemented as follows:
 1. One-to-one supervision.
 2. Service unit training sessions.
 3. Staff programs to be established by the Administrator and/or his/her designee utilizing resources available within or outside the department.

- E. In accordance with state regulations, all Children and Youth direct service workers will be required to be certified through Child Welfare training within eighteen (18) months of their date of hire.

Section 3. Out-service training programs such as workshops, seminars, meetings, academic courses, and vocational courses may provide additional training opportunities for workers.

A. Out-service training programs shall meet the following criteria:

1. Shall be part of a training plan the worker has developed in conjunction with his/her immediate supervisor.
2. Shall be commensurate with his/her current job responsibilities.
3. Shall be subject to the maintenance of adequate unit coverage workload.
4. Shall be submitted to the Administrator's designee responsible for training for his/her consideration and recommendation to the Administrator, and/or to the County Board of Commissioners for final approval.
5. If the request is not approved by any level, the employee shall have the opportunity to discuss alternatives with the Administrator.

Section 4. The County shall continue to budget monies for training. The amount shall be posted each year following the budget approval. At Dauphin County Prison, the budget shall be made available upon request.

Section 5. Any employee who is approved to attend a training program away from the Agency/institution shall receive his/her regular salary plus any expenses properly incurred during such training program as consistent with County policy.

Section 6. All Prison employees must complete officer basic training as set forth below, provided that employees with ten (10) or more years of service at the Prison are exempt from this requirement.

As a requirement (to which there shall be no exception) for attaining regular (post-probationary) job status, each probationary employee at Dauphin County Prison shall attend "Correctional Officers' Basic Training School," convened by a state certified academy, 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 equivalent by proper authority, will be required to complete such school/course satisfactorily at the County's earliest convenience. In the case of probationary employees, such satisfactory completion shall be an unvarying condition of continued employment.

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 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 7. Other Prison-related training:

- A. For Act 48-related training on scheduled work days outside of the Prison, employees will pay the cost of the training and the County will pay for up to four (4) days of pay for training.
- B. For CAC training on scheduled work days outside of the Prison, employees will pay the cost of the training and the County will pay for up to two (2) days of pay for training.

ARTICLE 27 PERFORMANCE EVALUATIONS

Section 1. Employees shall be rated annually by their immediate supervisor. Said annual performance rating shall be placed in the employee's personnel file.

Section 2. The employee has the option to request a written narrative as part of the employee's overall annual performance rating. The employee's signature to a written evaluation does not necessarily mean concurrence but acknowledgment that the employee has read the written narrative.

Section 3. Any comments by other than the employee's immediate supervisor shall be identified as such and placed in the employee's personnel file only with the employee's knowledge.

Section 4. All employees are encouraged to provide a written response to any part of their evaluation.

ARTICLE 28 GENERAL PROVISIONS

Section 1. Both the County and the Union agree not to discriminate against any person because of race/skin color (including ethnicity), sex, including sexual orientation, pregnancy, gender identity, national origin, religion, age, disability, veteran status, genetic information, political, and/or union affiliation.

Nothing in this Section shall be construed as altering the County's policy on nepotism at the time of this Agreement.

All employees shall be bound by the ethics policy of the County which follows:

No employee shall accept any valuable gift (whether in the form of a service, a loan, a thing, or a promise) from any person, firm, or corporation which to his or her knowledge is interested, directly or indirectly, in any manner whatsoever in business dealings with the County. Nor shall any employee:

1. Accept any gift, favor or thing of value that may tend to influence him/her in the discharge of his/her duties;
2. Grant, in the discharge of his/her duties, any improper favor, service, or thing of value; and
3. Misuse any County information, property, equipment, or other resources.

Section 2. The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union, and any other material related to the Union business. The Union may send mail related to Union business to local official Union representatives at appropriate facilities to which mail is delivered. The Department's facilities may be used for Union correspondence.

Section 3. Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the Agency Administrator or the Administrator's designee. If the Union representative is an employee of the Employer, he/she shall request from the Administrator or the designee reasonable time off from his/her regular duties to handle such grievances. At Dauphin County Prison, Union representatives shall seek permission to investigate and discuss grievances on the Employer's premises. While such permission shall not be reasonably denied, its granting shall be the sole province of the Prison administration, consistent with its obligation to ensure safe, secure operations in compliance with applicable policy and law. Grievances shall not be discussed in inmate housing areas.

Union members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Union business during the workday upon notification or obtaining permission from the Agency Administrator or the Administrator's designee for time off to attend such activities. This applies to specifically to general union meetings.

The Employer will provide employees with time off, if required, to attend negotiating meetings.

Union stewards may be granted time off, a maximum of five (5) days (time used must be in eight (8) hour increments) per agency, per year, without pay to attend Union events that may include: conferences, conventions, seminars, training sessions, leadership training, steward training, and union work groups. Permission for time off will be at the sole discretion of the employee's department head based on the manager's responsibility to maintain adequate staffing. Permission will not be unreasonably denied.

The Union business agent will provide as much notice as possible concerning union events. Employees are required to request time off in writing to the employee's immediate supervisor in advance at least the same number of working days as the number of days requested off. The general nature of the union event is to be listed on the request.

Employees will be permitted to use accrued vacation/personal time in lieu of time off without pay.

Section 4. The Employer shall provide any device apparel, or equipment necessary, where such equipment is required for accomplishing work assignments.

Section 5. No employee shall be required to work in a manner inconsistent with their classification or job description.

Section 6. An employee who is injured on the job must immediately **upon notice** complete a workers' compensation injury report and shall immediately provide the same to his/her Department Head. The employee shall receive a copy of the report which shall indicate the date on which the report was received by the Department Head. Within twenty-one (21) days from the date the injury was reported, the County or its designee shall issue a determination as to compensability in accordance with the Pennsylvania Workers Compensation Act ("Act"). Full time employees who are injured on the job shall be compensated for their daily/weekly net pay for any period of disability (waiting period) that is not payable in accordance with the Pennsylvania Workers Compensation Act, providing a County designated physician has issued an "unable to return to work" restriction and that the inability to return to work is due to a compensable injury. The "waiting period pay" shall not exceed 14 days. Thereafter, benefits due to the injured worker will be paid pursuant to the Act.

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.

Section 7. Should any employee, as a direct result of his/her job performance, be involved in a situation that causes him/her to incur a loss or damage to eye glasses, dentures, hearing aid, clothing, or other personal property, or any damaged property necessary to his/her physical need, the Employer agrees to replace the damaged property. Employees are required to provide receipts.

Section 8. Employee benefits and working conditions now existing and not in conflict with the Agreement shall remain in effect and become part of this Agreement.

Section 9. There shall be only one (1) official personnel record for each employee in this bargaining unit. That official personnel file will be the file located in the County's Human Resources Department. The employee shall, upon request, have the right to examine the contents of his/her personnel file while in the presence of a Human Resources employee. An employee, upon request, shall receive a copy (not intended to be the complete copy of the file) of the requested material entered in the personnel file. In addition, an employee shall have the right to submit a statement concerning any material in his/her file and any statement shall then become a part of

his/her personnel file. The employee shall have the right to add to his/her file any commendations, awards, or achievements related to job duties.

During the course of the Agreement, Dauphin County Prison will copy (not intended to be the complete copy of the file), upon the request in writing, materials from the employee's personnel file. The first requested copy (or copies) will be free, any additional requests, the employee will be billed at the rate established by the County and provided in the Employee Handbook at the time of the request.

Section 10. The Employer will make available to all employees at a central location, lists of County job vacancies and these will be posted within a day of receipt by the Department Head or designee.

Section 11. The Employer realizes that new employees upon completion of orientation, will gradually be introduced to his/her workload as determined by his/her unit or work specialty within three (3) months of his/her date of hire.

Section 12. At Dauphin County Prison, the County acknowledges that sufficient staffing, as determined by the Warden, shall be maintained to insure proper supervision of the inmate population and to provide for the safety of the Prison employees.

Section 13. The Dauphin County Prison shall use its best efforts to maintain male and female locker rooms in good working order to accommodate Treatment employees. Locker rooms shall be adequately heated and ventilated, equipped with hot and cold showers, and individual lockers.

Section 14. The County will provide the option to each employee to receive the immunizations for the Hepatitis B virus.

The County agrees to provide, upon request, information and counseling to each employee on HIV infection, Hepatitis, and any other infectious diseases through the Prison medical department and/or other authoritative sources.

Testing for HIV infection, Hepatitis B, and any other infectious diseases shall be provided by the County to each employee at the employee's option once every six (6) months and whenever the employee/Employer has a reasonable belief he/she may have been on contact with someone known to have the disease during the course of their employment.

Section 15. Worker and Community Right to Know Act, the Pennsylvania Law 1984-159, provides for information to be made available to employees and community residents regarding hazardous substances introduced into the work place and into the general environment by Employers subject to the law.

Section 16. The medical records of the Dauphin County Prison employees will be maintained confidential. When requested by the employee, his/her full medical record will be made available to a licensed physician designated by the employee, provided a medical authorization form is signed.

Section 17. All inmates who are diagnosed to have infectious diseases will be segregated where permissible by law.

Section 18. Time spent receiving emergency medical attention, which was immediately necessary as determined by the Employer, and which was necessary as a result of a work-related injury will be considered as paid time.

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

The County agrees to provide first aid treatment to injury or illness during working hours.

Section 19. Dauphin County Prison shall make available and keep functional radios that include a panic button for each member of the Treatment Staff. Implementation issues will be mutually decided by the parties.

Section 20. The parties agree to Meet and Discuss following the expiration of the current County cellphone provider contract, any related issues that are mandatory subjects of bargaining.

Section 21. The parties agree to the adoption of the County's Family and Medical Leave Act Policy provided as Appendix C and any related housekeeping changes required throughout the Agreement.

Section 22. The County will notify the shop stewards who have been identified by the Union of any in-person new hire orientation dates. At the conclusion of the County's in-person new hire orientation class, these shop stewards will be permitted to meet with the new hires that have been hired for bargaining unit positions in SEIU on the day of new hire orientation. The County agrees to permit these shop stewards to be excused from work for this purpose and further agrees that members of management will not be in the room during the Union's in-person meeting with new hires.

To the extent that the County holds new hire orientation classes virtually, it shall be the Union's responsibility to arrange and schedule its own meeting with new hires. Any such meeting arranged and scheduled by the Union with new hires may occur during working hours but shall not exceed fifteen (15) minutes in length.

ARTICLE 29

NO STRIKES OR LOCKOUTS

Section 1. It is understood that there shall be no strike as the term is defined per Act 195, during the life of this Agreement; nor shall any officer, representative, or official of the Union, authorize, assist, or encourage any such strike during the life of this Agreement.

Section 2. Should a strike occur not authorized by the Union, the Union, within twenty-four (24) hours following the request of the County shall:

- A. Publicly disavow such action by the employees;
- B. Advise the County in writing that such employee action has not been authorized or sanctioned by the Union; and
- C. Post notices on all bulletin boards advising employees that it disapproves of such action and instruct them to return to work immediately;

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

ARTICLE 30 LABOR-MANAGEMENT, MEET AND DISCUSS COMMITTEE

Section 1. Committees composed of representatives of the Union and the Employer are to be established to resolve problems dealing with the implementation of this Agreement and to discuss other Labor-Management problems that may arise. Both the Union and the Employer agree to provide informed representatives relative to the situation in question.

Section 2. This Article applies per Act 195.

Section 3. For Dauphin County Prison, all memos, policies, and procedures will be maintained by the Chief Shop Steward and the Warden or his/her designee and will be available for review by the employees.

ARTICLE 31 PER DIEM AND PART-TIME EMPLOYEES

Section 1. Employees who do not work full-time as defined by their regular work week schedule shall be considered part-time employees.

Section 2. Employees who are hired for specified periods of time at an hourly rate are per diem employees.

Section 3. Part-time employees in Crisis shall receive personal, vacation, and sick leave which shall be prorated on the same basis as their annual salary. Employees hired or transferred into part-time positions will not be eligible for County-sponsored health care or life insurance coverage, unless as specifically provided for in Article 19, Section 1 and Article 21, Section 1. Part-time employees who transfer into a full-time position will be eligible for coverage on the first of the month following the transfer provided they have completed their sixty (60) days of employment. Those employees referred to in Section 2 of this Article shall receive no fringe benefits or job security/seniority benefits.

Section 4. Employees referred to in Section 1 of this Article shall be only eligible for holiday pay that falls on their scheduled workdays.

Section 5. All other terms of this Agreement shall apply to part-time and per diem employees above defined as they do the full-time employees except where limited by this Agreement.

Section 6. The Employer agrees to post all new part-time or special positions.

Section 7. Full-time employees requesting part-time status shall apply in writing to the Employer and shall receive a written reply from the Employer.

Section 8. Per diem, substitute, or temporary employees who are later hired regular full-time or regular part-time shall have their seniority and probationary periods for benefits computed from the date of first hire by totaling the actual days worked.

Section 9. This article does not apply to County Social Casework Interns or the employees at Dauphin County Prison.

ARTICLE 32 MISCELLANEOUS PROVISIONS

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

Section 2. The County and the Union acknowledge that this Agreement presents the results of collective negotiations between said Parties conducted under and in accordance with the provisions of the Public Employee Relations Act and constitute the entire Agreement between the Parties for the duration of the life of said Agreement, each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing, specifically covered herein.

Section 3. The Employer agrees to meet and discuss, upon request of the Union, concerning job sharing programs, the development of a flex time project for staff of Dauphin County Mental Health & Intellectual Disabilities Program, and the equalization of workload within work units.

Section 4. Past practice relating to smoking will continue until such time as either Party may wish to negotiate a change. The Union will agree to a "No Smoking Policy" at the Prison when the remaining employees at the Prison agree to it or become subject to it (*e.g.*, through arbitration).

ARTICLE 33

COST OF LIVING ALLOWANCES

Section 1. Effective July 1, 2000, 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 member's base salary will be permanently increased by the amount of change over five percent (5%), effective the first full pay of January the following year. This increase is in addition to any previously agreed increases in the base salary. Under no circumstances will any base salaries be reduced under this Section.

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

ARTICLE 34

PRESERVATION OF BARGAINING UNIT WORK

Section 1. If the County decides to terminate or subcontract some or all of the operations affected by this Agreement, the County and the Union will negotiate as required by law.

ARTICLE 35

UNION PERSONNEL

Section 1. The Union will maintain a current listing of union leadership, business agents, and stewards on file in the Human Resources Department at all times.

Section 2. At the Dauphin County Prison, the Union shall notify management within five (5) business days of any and all changes in the list of shop stewards. Failure to do so will result in new stewards not being recognized.

Section 3. Job responsibilities and authority of Dauphin County Prison Shop Stewards will be defined in a Memorandum of Understanding.

ARTICLE 36

SUCCESSORS

Section 1. This Agreement shall be binding upon the Parties hereto, and their successors and assigns of each.

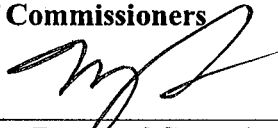
ARTICLE 37 TERM OF AGREEMENT

Section 1. This Agreement shall be effective January 1, 2023 and shall continue in full force and effect up to and including December 31, 2026.

This Agreement shall automatically be renewed from month to month thereafter unless either Party shall notify the other in writing by such times as would permit the Parties to comply with the collective bargaining schedule established pursuant to Act 195.

Intending to be legally bound, the Parties hereto set their hands this 5 day of April, 2023.


County of Dauphin
Board of Commissioners




Chairman, Board of Commissioners
Mike Pries



Vice Chairman, Board of Commissioners
Chad Saylor



Secretary, Board of Commissioners
George P. Hartwick III


ATTEST: 

Chief Clerk


UNION REPRESENTATIVES



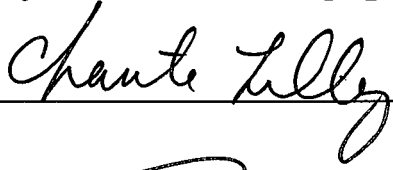
Chief of Staff




Business Agent

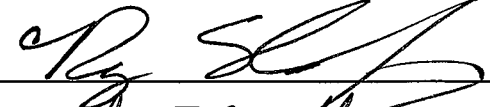



Lane Smice



Chante Lilly







Union Representative

APPENDIX A

Classification	Pay Range	2023 Starting Rate
Clerk	23	\$15.00
Clerk 1	23	\$15.00
Food Service Worker 1	24	\$15.00
Meal Transporter	25	\$15.22
Aging Case Aide 1	26	\$15.42
Clerk 2	26	\$15.22
Cook 1	26	\$15.22
Food Service Worker 2	26	\$15.22
Secretary	26	\$15.22
Social Services Aide 2	26	\$15.22
Clerk Typist 2	27	\$15.68
Social Services Aide 3	28	\$16.11
Aging Case Aide 2	29	\$16.55
Cook 2	29	\$16.55
Fiscal Assistant	29	\$16.55
Clerk Typist 3	30	\$17.02
Administrative Assistant 1	33	\$20.00
Aging Care Manager 1	33	\$20.00
Caseworker 1	33	\$20.00
Fiscal Technician	33	\$20.00
Treatment Specialist 1	34	\$20.00
Accountant 1	35	\$20.20
Administrative Assistant 2	35	\$20.20
Aging Care Manager 2	35	\$20.20
Caseworker 2	35	\$20.20
Social Worker 1	35	\$20.20
Treatment Specialist 2	36	\$20.80
Volunteer Resources Coordinator 1	37	\$21.42
Library Specialist	39	\$24.42
Life Skills Instructor	39	\$24.42
Teacher	39	\$24.42
Chaplain	40	\$25.17
Aging Care Manager 3		\$20.55
C&Y Caseworker 1	33	\$21.50
C&Y Caseworker 2 * Per MOU	35	\$23.77
C&Y Caseworker 3 * Per MOU		\$25.37

APPENDIX B

Policy and Procedures for Selecting Leave Time

DAUPHIN COUNTY PRISON STAFF

At the time of signing this Agreement, the Parties recognize that the Warden is reviewing the current structure of the Treatment Department. Pending the outcome of the Warden's review and plans (if any) for changes, the following will apply to bargaining unit members at Dauphin County Prison. At the completion of the Warden's review, the Parties will re-open the Agreement, limited solely to the issue of leave slot numbers at Dauphin County Prison.

1. Except for those on those occasions to the contrary noted herein, there shall be four (4) leave slots per work day, allocated thus:

Counseling	2
Education	1
Operations	1
Clerical	1

2. Exceptions to Number 1 above shall be thus:

- A. There shall be fourteen (14) leave slots available the days before and after Thanksgiving Day and Christmas Day. Slots shall be allocated thus:

Counseling	8
Education	2
Operations	3
Clerical	1

- B. There shall be twelve (12) leave slots available before and after New Year's Day and Independence Day. Slots shall be allocated thus:

Counseling	6
Education	2
Operations	3
Clerical	1

3. The first vacation leave period for the year forthcoming shall be selected no later than December 31st of the preceding year. Vacation leave not selected during the first period may be selected at any other time during the year.
4. The Union acknowledges Management's requirements involving coverage in the Operations/Secretarial Unit. Members in these positions are aware that when extra leave

slots are chosen, minimum coverage will be met. The Union and Management agree to work together to develop flexible and creative solutions to this issue.

5. **FOCUS:** Less utilization of unscheduled leave time. Use leave responsibly, respecting the mission of the Prison and the workload of co-workers.

Scheduled/Unscheduled leave:

Scheduled:

Scheduled leave is leave requested and approved prior to the end of the previous shift or requested at least the number of hours preceding its use (8-4 employee comes in and requests off 12-4 and a slot is open). All other absences are considered unscheduled and subject to review for disciplinary action.

Scheduled leave may be requested in increments of thirty (30) minutes or greater.

Appendix B shall apply to scheduled leave time. Once the slots are filled, all other requests for leave shall be considered unscheduled. Employees who choose to utilize leave in excess of the available slots shall be subject to a review of leave use to determine if there is excessive use of unscheduled leave. If a slot is available, employees may schedule sick leave provided the request is received at least twenty-four (24) hours prior to the time requested but no more than one (1) week in advance.

Unscheduled:

Unscheduled leave is any leave requested after the end of the previous shift, requested less hours in advance than the number of hours requested (8-4 employee requests 12-4 off at 10), or requested after the available slots outlined above are filled. After two (2) instances of unscheduled absences, a review of unscheduled absences may follow and disciplinary action may follow.

Unscheduled leave will be approved in increments of two (2) hours or greater. If leaving work unscheduled, the leave will be utilized through the end of the shift unless exception is approved by the Warden or his/her designee to maintain efficient operations. Any employee leaving work "sick" may not return to work during the same shift.

Regardless of the quantity of time, unscheduled leave is considered unscheduled. Two (2) or more consecutive days of unscheduled absence for the same illness/condition shall count as one (1) instance of unscheduled leave use. It is the responsibility of the employee to contact the Warden or his/her designee to notify him/her that they are remaining off the second day for the same illness/condition.

APPENDIX C

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.

SIDE LETTER AGREEMENT

Scheduling in the Mental Health/Intellectual Disabilities/Crisis Intervention Department

As related to Article 5 Section 1C, the Parties to the Agreement, the Management and the staff of the MH/ID/Crisis Intervention Department has worked together to establish a staff scheduling model for that specific Department. This model provides for the scheduling of both full-time and part-time employees that ensures staff coverage for the twenty-four (24) hours per day, seven (7) day per week schedule required to operate MH/ID as prescribed in the labor Agreement.

The scheduling model, agreed to by both the employee representatives and the Department Director and approved by the County and the Union, will be implemented on or about March 16, 2014 as a trial schedule for the period through January 4, 2015. It is also agreed that either Party may end the scheduling model by providing a thirty (30) notice. At that time, scheduling will revert back to the current scheduling.

During the trial period, any issues that are identified by either Party will be subject to Meet and Discuss sessions between the staff and Management to attempt to resolve. However, Management does not relinquish any responsibility or obligation to ensure adequate staffing of the Department.

Following the trial period and the resolution of identified issues, the schedule will be considered as the standard staffing model for the MH/ID Department. Required changes to the schedule to ensure appropriate staffing will remain the responsibility, the obligation, and the right of the Management of the MH/ID Department.

The following process will be used to determine holiday scheduling: The Employer will provide a list of all holiday shifts and all employees will be given an opportunity annually to sign up for these shifts. This process will proceed by seniority and each employee will be offered the list and allowed to sign up for up to two holiday shifts. After all employees have had the opportunity to sign up for these first two holiday shifts, the list will circulate once more for additional sign ups and then be posted on the designated bulletin board. At any time, an employee may then sign up for an additional holiday shift. Any vacant holiday shifts in a given month will be assigned by the Employer when scheduling is being done for that particular month.

