AGREEMENT

Between

YORK COUNTY PRISON

AND

THE PROFESSIONAL PRISON COUNSELORS REPRESENTED BY TEAMSTERS LOCAL UNION 776, HARRISBURG, PA

Effective January 1, 2025 through December 31, 2028

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PREAMBLE

This Agreement entered into by the York County Commissioners, hereinafter referred to as the Employer, and Teamsters Local Union 776 of Harrisburg, Pennsylvania, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all full-time, part-time, regular, permanent employees designated in the Pennsylvania Labor Relations Board Order of Certification, dated December 20, 1996 and Pennsylvania Labor Relations Board Order of Certification, dated March 17, 2000 and described as:

All full-time and regular part-time professional prison employees including, but not limited to, Counselors, and excluding management level employees, supervisors, first level supervisors, confidential employees and security guards as defined in the Act.

ARTICLE 2
UNION SECURITY

As of the date this Agreement is signed, the Employer and the Union agree that non-union members of the bargaining unit shall be subject to a Fair Share contribution pursuant to Pennsylvania Act 399 of 1993 (SB 399 and Amendments thereto). The Fair Share contributions rate for non-union members of the bargaining unit shall be based upon the cost of representation reflected in the Union's Annual Report. The County shall be notified of that cost on or about July 1 of each year. This payment shall be deducted in accordance with Article IV.

The Union shall indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the County for the purpose of complying with any of the provisions of this Fair Share clause.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. The Management of the County operations and the direction of the working force is vested exclusively in the Employer and includes, but is not limited to the right to: hire, suspend, discipline or discharge for just cause, and the right to relieve employees from duty because of lack of work or for other legitimate reasons under this Contract; select supervisory and management personnel; introduce new or improved methods, equipment, or facilities or to change existing methods; to

develop and implement reasonable rules of conduct; determine the total employment requirements, hours of work required for a particular operation and job assignments available to personnel; establish functions, programs, budgets, and organizational structure.

Section 2. The Employer and the Union declare their willingness at all times to discuss any of the matters above referred to which matters are not subject to the grievance procedure except as herein provided in this Article, and will give full consideration to any suggestions made by the Employer or the Union, provided further that none of these management rights shall be used in any discriminatory manner.

ARTICLE 4
UNION DUES - CHECK-OFF

Section 1. Dues/Fees and assessments: The Employer agrees to deduct the Union initiation fees and fair assessment fee over the first four (4) pay periods following employment. Membership dues and assessments and fair share fees will be deducted from the first two (2) pays of each calendar month from those employees who individually request in writing that such deduction be made. The amount to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Union by the last business day of the month that such deductions are made providing the monthly billing roster used for the transmission of dues to the Union must be received by the Employer payroll department no later than one (1) week prior to the first payday of the calendar month from which the deductions are to be taken. The Employer will provide a payday schedule by December 15th of the preceding year. This authorization shall be irrevocable during the term of this agreement.

Section 2. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 5
HOURS OF WORK

Section 1. A workweek shall consist of forty (40) hours per week for all salaried, full time employees working in job classifications covered by this Agreement. Employees shall be permitted to start their shift between 7:00 am and 9:00 am, 11:30 am and 1:30 pm or 1:00 pm and 3:00 pm, depending on awarded shift bid, subject to the approval of the Deputy Warden.

Schedules will be set for each pay period. Employees will email the Deputy Warden of Centralized Services and Prison HR Manager by 3:00 pm on the last Thursday of the month to notify them of their intended schedule for both pay periods of the following month. If a new schedule is not requested, the employee's schedule shall remain the same as the previous month.

Section 2. Employees shall be notified in advance of the available bid positions by e-mail at least seven (7) days in advance. Employees shall be entitled to bid on positions by seniority and qualification.

Employees may trade scheduled days with other employees, provided the switch is made within the same pay period.

Section 3. The regular hours of work for any shift shall be consecutive, unless mutually agreed otherwise between the parties.

Section 4. The County may utilize electronic time keeping devices.

ARTICLE 6
MEAL AND REST PERIODS

Section 1. All employees shall be granted a one-half (1/2) hour meal period and meal with pay, which shall be part of their shift. Under normal circumstances, this meal will be served within four (4) hours from the start of the shift.

Section 2. All employees shall be entitled to a fifteen (15) minute paid rest period scheduled by the employer during each four (4) hours of their scheduled work shift.

ARTICLE 7
HOLIDAYS

Section 1. The following thirteen (13) days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day (General)
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas

In the event Juneteenth or similarly named holiday becomes a County holiday, the holiday will be added to Article 7.

Post probationary prison counselors shall, beginning in the calendar year following completion of their probationary period, receive two (2) personal days

per year. Personal days not used shall be lost. For scheduling purposes, personal days shall be treated as are vacation days.

Section 2. Eligible employees shall receive their regular day's straight time pay for each of the above listed holidays on which they perform no work.

Section 3. Note: employees shall be permitted to take off on the holiday or they may schedule another day off within two weeks of the calendar holiday, which may be used on another given holiday. All holiday time off will be scheduled by seniority and with the approval of the Employer.

Section 4. The holidays listed above will begin at 23:00 on the eve of the holiday and cease at 22:59 on the holiday night. Employees scheduled on Monday through Friday bids shall celebrate Saturday holidays on Friday and Sunday holidays on Monday. For all other employees, when any of the above listed holidays falls on a regular day off, he/she shall be entitled to straight time as set forth in Section 2 above.

Section 5. If any of the holidays listed in Section 1 above falls within a scheduled compensated vacation, the employee shall be entitled to the straight time and vacation will not be charged for that day.

Section 6. Unless the operational needs of the Prison provide otherwise, all employees shall be allowed to work dayshift on weekends, Christmas Eve and New Year's Eve , with notification to the appropriate supervisor(s).

ARTICLE 8
VACATIONS

Section 1. Employees shall be eligible for and receive paid vacations according to the following schedule:

Service	**Vacation Period**
0 - 48 months (4 yr)	6.67 hours/completed month – 80 hours/yr
49 - 120 months (10 yr)	10.00 hours/completed month – 120 hours/yr
121 - 180 months (15 yr)	13.36 hours/completed month – 160 hours/yr
181-240 months (20 yr)	16.72 hours/completed month – 200 hours/yr
Over 241 months	20.00 hours/completed month – 240 hours/yr

A vacation day may be taken without prior approval but with a twenty-four (24) hour notice. If it is possible for the Employer to give vacation time upon receipt of a shorter notice, the Employer may grant time off.

Section 2. After an employee completes his\her first 90-days of the probationary period, he\she shall be entitled to vacation earned during the probationary period.

Section 3. Employees may accumulate up to a maximum of sixty (60) days vacation. Upon resignation, discharge or retirement, employees shall be entitled to payment for all accumulated, unused vacation up to a maximum of sixty (60) days.

Section 4. Vacation pay shall be the employee's regular rate of pay, in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Section 5. Vacation slots shall be offered during the month of December for the following calendar year and awarded based on seniority. After January 1st, open slots shall be filled on a first-come, first-served basis. Any cancelled days that were approved during the annual bid will be offered to the next senior employee that requested the day(s) during the annual vacation bid in December of the previous year.

A minimum of 50% of the overall salaried staff shall be permitted off on any given day. Scheduled vacation time can be canceled by the employee with a minimum of 24 hours notice.

The employee will be notified in writing if their request is rejected.

Section 6. With a minimum of seventy-two (72) hours' notice prior to the end of the pay period, employees may take full pay in lieu of time off for accumulated vacation days. The payouts for accumulated vacation times will not count toward retirement.

ARTICLE 9
SICK LEAVE

Section 1. Employees with between 0 and 24 months of employment shall accumulate sick leave at the rate of four (4) hours per completed month (6 workings days per year). Employees with more than 24 months of employment shall accumulate sick leave at the rate of eight (8) hours per completed month (12 working days per year).

Section 2. After an employee completes his/her first 90 days of the probationary period, he/she shall be entitled to sick leave earned during the probationary period.

Section 3. Upon discharge, employees will not be paid for any accumulated, unused sick leave. Upon resignation with two weeks' notice, retirement or layoff, employees shall be entitled to payment for their total accumulated, unused sick leave at the rate of fifty percent (50%) of their current rate of pay. The payouts for accumulated sick leave will not count toward retirement.

Section 4. A physician's certificate shall be required for any absence from work due to illness for three (3) or more consecutive days or for patterned absenteeism.

For absences of less than three (3) days, a physician's certificate may be required where in the opinion of the Employer the employee has been abusing sick leave privileges. Disagreements on this provision are subject to the grievance procedure.

Certificates required and provided shall state the time and date the employee was seen and date the employee may safely return to work.

Section 5. Two (2) days per one year period of accumulated sick leave or vacation leave may be used for emergency purposes. In order to use an emergency day, an employee must have a minimum of eight (8) hours accumulated sick leave or vacation leave.

For purposes of this Section, a one year period shall be calculated from January 1 through midnight December 31.

Employees shall be required to call in prior to the start of their scheduled work shift and advise the Employer of their intent to utilize an emergency leave day. Furthermore, it is agreed and understood that employees shall not carry over or accumulate an emergency leave day from one year period to another.

Section 6. Employees shall be entitled to payment for any unused sick leave they have earned during the calendar year at the rate at which such sick leave was earned. Sick leave accumulation shall be calculated as of December 31 of each year and payment for accumulated sick leave shall be included in the first pay in January of the following year.

Employees wishing to sell back accumulated sick leave shall notify the payroll department no later than the last pay of December. The payroll department shall then deduct from the employee's available credited sick leave the number of days the employee elects to sell back.

Sick leave buyout will not be paid in less than one (1) full day increments.

Section 7. Sick days will not be paid in lieu of Workers' Compensation. If sick days are paid and the employee then qualifies for Workers' Compensation, a pay adjustment will be made and sick days will be credited to the employee.

Section 8. It is recognized by the Employer and Union that sick leave was established to protect employees from loss of income during an illness and was never intended to be used as personal leave to be taken at an employee's convenience, that abuse of sick leave is unfair to employees who only use sick leave as it was intended, and that abuse creates additional cost to the County. Therefore, the following rules will govern the use of sick leave.

a) Employees with a documented illness or medical emergency will be evaluated on a case-by-case basis. If a doctor's excuse is provided and the absence is deemed to be valid, the employee will not be given a "occurrence" for non-paid days off.

b) Any other non-compensatory time off as calculated by a rolling twelve (12) month period, other than a leave of absence as per Article XIII or

approved time off under the FMLA, will be counted as an occurrence according to the following schedule:

Attendance Violations	Occurrences
One or more consecutive days without sufficient sick or vacation time available for entire absence.	1
Absent, no call	1 ½

Late/Leave Early	Occurrences
Arrive Late/No Call	1
Leave Early without time	½

First Occurrence	Verbal Warning
Second Occurrence	Written Warning
Third Occurrence	Five day suspension
Fourth Occurrence	Subject to termination

Note: The employee must receive notification in writing whenever a half or a whole occurrence is issued.

Any staff member who has not contacted the Call Off Line within fifteen (15) minutes after the start of the shift will be considered a No Show/No Call. If employees contact the Call Off Line between the start of the shift and fifteen (15) minutes later, employees must be clocked in within two (2) hours of the scheduled start of their shift. It is not the responsibility of the Employer to contact staff members who fail to report for their shifts.

The Employer may refuse to honor a claim for sick leave if it has reason to believe the absence in question was not the result of a legitimate illness. If the Employer refuses to honor a claim for sick leave, discipline, as listed above, may be administered. Patterned absenteeism, for example, sick leave consistently claimed in conjunction with relief days, holidays, vacation, etc., may also be cause for denial of sick leave and may result in discipline, even though the employee in question may have unused sick days. Disputes regarding the legitimacy of absences will be subject to the grievance procedure.

ARTICLE 10
BEREAVEMENT LEAVE

Section 1. Employees shall be entitled to bereavement leave in accordance with the current County Policy in effect at that time. The County shall provide the Union with notice of any proposed amendments and revisions to the County Policy prior to the implementation of same. The current version of the County Policy

ARTICLE 11
MILITARY LEAVE

Bargaining unit members are entitled to leave as required by applicable law.

ARTICLE 12
FAMILY/MEDICAL LEAVE

Section 1. Any bargaining unit member who has worked for the Employer for at least one year, and who has worked at least 1,250 hours in the preceding twelve (12) months is eligible to utilize up to twelve (12) weeks of family/medical leave during a twelve (12) month period for any of the following reasons:

a) Bonding leave to care for a child under one of the following conditions:
   i. The birth of a son or daughter and in order to care for such son or daughter (leave must be completed within twelve (12) months after birth), or
   ii. The placement of a son or daughter with the employee, for adoption or foster care (leave must be taken and completed within twelve (12) months after placement),or

b) To care for a spouse, son, daughter, or parent with a serious health condition, or

c) An employee's own, serious, health condition that makes the employee unable to perform the functions of his/her job.

The twelve (12) month period for eligibility is calculated on a rolling basis by counting forward from the date of a leave request and runs concurrently with other County leave or paid time-off programs, as noted below. Once allowable paid time is exhausted, the remaining family/medical leave will be unpaid.

Leave for birth or placement ("bonding leave") must be taken at one time, in consecutive days or weeks. Employees utilizing leave for bonding, or for their own serious health condition, must first utilize any accrued sick leave, and up to seventy-five percent (75%) of accrued vacation and personal leave. Once accrued vacation and personal leave time is exhausted, remaining leave will be unpaid.

Leaves due to the serious health condition of a family member may be taken intermittently, or on a reduced schedule, when medically necessary, and provided the employee complies with the procedures described later. Employees utilizing leave because of a family member's serious health condition must use five (5) of their accrued sick leave days, and up to seventy-five percent (75%) of accrued vacation and personal leave as part of this twelve (12) week leave. Once accrued vacation and personal leave time is exhausted, remaining leave will be unpaid.

If both spouses are employed by the County of York and are otherwise eligible for family/medical leave, for bonding leave purposes, they are permitted to take only a combined total of twelve (12) weeks leave during any twelve (12) month period.

Any employee using unpaid family/medical leave shall not be entitled to holiday, bereavement, or jury duty pay while on such leave. Vacation/sick leave accrual are discontinued whenever an employee is on an unpaid leave of absence including unpaid FMLA leave.

During the period of family/medical leave, the Employer will continue to make premium payments to an employee's health care coverage, under the same terms and conditions as in existence on the date leave begins, or as changed during the period the employee is on leave. The employee is required to continue his/her usual contribution to the cost of the insurance coverage. Provision for payment of such contributions will be made at the time of leave request. If any contribution is more than thirty (30) days past due, the Employer will terminate the health care coverage for the duration of the leave. Coverage will be restored upon the Employee's return to work. The Employer will notify the employee, in writing, at least fifteen (15) days before the date that the health coverage will lapse.

If the employee fails to return to work at the conclusion of his/her family/medical leave, the Employer is entitled to recoup the cost of providing the employee's health care coverage. If, because of circumstances beyond the employee's control, he or she is unable to return to work, or if the Employer grants an additional leave of absence, and the employee subsequently returns to work, the Employer shall not seek to recoup the costs of providing health care coverage.

Section 2. When requesting family/medical leave, whether paid or unpaid, a thirty (30) day advance notice is required when the necessity for leave is foreseeable. Where the need for leave is not foreseeable, the employee must provide notice as soon as practical (within one or two days of discovering the need for leave). Failure to provide such notice may result in the employee's leave being delayed. The notice shall include sufficient explanation of the reason for leave, the date on which leave is anticipated to begin, and the anticipated duration of the leave.

Employees requesting leave due to their own, or a qualifying family member's, health condition must, in conjunction with their health care provider, submit medical certification of the need for leave and additional recertification of the need for leave every thirty (30) days. Failure of the employee to provide the completed forms to the Employer, within fifteen (15) days of the Employer's request for such forms, may result in denial of leave until certification is provided or revocation of an employee's entitlement to continued leave.

Employees requesting intermittent leave, or leave on a reduced schedule due to a serious health condition, must first make a reasonable effort to schedule any treatment so as to not unduly disrupt the operations of the Employer (if such need

is reasonably foreseeable). They must also provide, as part of the medical certification, a statement from the health care provider describing why such intermittent or reduced schedule leave is medically necessary.

Employees are required to notify the Employer of their intent to return to work every thirty (30) days and, where applicable, are required to update their medical certification every thirty (30) days. Employees returning from a leave due to their own serious illness or injury must provide a Return to Work Certificate from their health care provider prior to returning to work or reinstatement.

Section 3. On the fourth day of an employee's absence from work following three (3) consecutive days of absence, or upon request from an employee eligible for medical leave, the Employer will designate the leave as family/medical leave where circumstances indicate that the leave qualifies, and shall inform the employee of this fact and of any paid vacation or sick time that must be used as part of the twelve week family/medical leave.

If the Employer has reason to doubt the validity of any medical certification provided, the Employer may, at its own expense, require a second opinion of a health care provider approved or designated by the Employer, so long as the provider is not employed, on a regular basis, by the County of York. If there are conflicting medical opinions, a third opinion, which will be final and binding on both the Employer and the employee, may be required by the Employer, at the Employer's expense, from a health care provider approved jointly by the Employer and the employee. Should the Employer and the employee be unable to agree on the identity of the third health care provider, the third health care provider shall be selected by the health care provider utilized by each of the Employer and the employee. Failing agreement by the two health care providers, the third health care provider shall be selected by a coin toss.

An employee who requests intermittent leave, or a reduced leave schedule, because of planned medical treatment, may be temporarily transferred, at the Employer's option, to an alternate position having equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

The Employer is responsible for keeping records required by the federal Family and Medical Leave Act and for ensuring that all medical information is kept in a separate file which will be kept confidential, except as required to coordinate the employee's leave.

Section 4. An employee returning to work from family/medical leave is generally entitled to be restored to his/her previous position or to an equivalent position, with equivalent pay, benefits and other terms and conditions of employment. An employee will not be reinstated if he/she otherwise would not have been employed at the time reinstatement is requested. The Employer is not obligated to reinstate any employee whose job position is eliminated while on leave.

ARTICLE 13
LEAVE WITHOUT PAY

Section 1. Service credit (seniority) shall continue to accrue during leave of absence as provided by this Agreement.

Section 2. Unless unforeseen circumstances, all requests for leave must be submitted in writing thirty (30) calendar days in advance to the Prison HR Manager and shall be answered in writing within ten (10) calendar days. Requests for immediate leaves shall be answered before the end of the shift or next business day from when the request is made. Except for such emergency type leaves, the time when leave is taken is within the discretion of the Employer.

Section 3. All leaves of absence except FMLA, and military will be granted at the Employer's discretion.

Section 4. Leaves of absence without pay may be granted by the Employer for period of up to ninety (90) days before termination. Additional days may be granted by the Employer based on individual needs.

Section 5. Employees shall have the right to return to the same position within the same classification he/she held prior to going on FMLA, or to an equivalent position with regard to pay and skill.

Section 6. Employees holding elected Union office shall, upon request, receive a leave of absence without pay for the term of their office. All requests for such leave must be submitted in writing, with at least thirty (30) days' notice in advance of the leave start date, to the employee's department head and shall be answered in writing. Service credit (seniority) shall continue to accrue during a leave of absence as provided under this Section. With the exception of service credit, no other County provided benefits (including but not limited to retirement benefits) shall continue to accrue during such leave of absence. Under such circumstances, the employee shall have the right to return to the same position within the same classification he/she held prior to taking such leave or to an equivalent position with regard to pay and skill, provided the employee is able and willing to return to work following the end of the term of Union office.

ARTICLE 14
EARNINGS

Section 1. Wages shall be increased as follows:

January 1, 2025 – $2,600.00 general wage increase
January 1, 2026 – 3.5% general wage increase
January 1, 2027 – 3.75% general wage increase
January 1, 2028 – 3.5% general wage increase

Years of Service	2025	2026	2027	2028
0 to 4	$70,024.42	$72,475.27	$75,193.09	$77,824.85
5 to 9	$73,803.15	$76,386.26	$79,250.74	$82,024.52
10 to 14	$79,830.06	$82,624.11	$85,722.51	$88,722.80
15 to 19	$82,463.45	$85,349.68	$88,550.29	$91,649.55
20+	$85,192.15	$88,173.87	$91,480.39	$94,682.21

Any employee hired after January 1, 2025 will not have years of service with the County considered when determining annual salary. Salary will be determined as outlined above based on years of service with this bargaining unit.

Section 2. Regardless of an employee's anniversary date, employees shall receive their wage increases on the dates specified on the Salary Schedules (i.e., on January 1 of the calendar year)

Employees advance the steps on the Salary Scale on January 1 of the calendar year in which they will reach the anniversaries associated with each step. Therefore, no matter when in the calendar year that an employee has been hired, he/she shall advance to the step of the Salary Scale on January 1 of the year of his/her anniversary.

Section 3. All Bargaining Unit Employees employed at the time of ratification of this contract will receive a one-time payment of $1,000.00 if ratified before August 12, 2024. This one-time payment will not be compounded into annual salary calculations and will be payable via separate deposit within sixty (60) days of the Commissioner's approval of this agreement.

ARTICLE 15
WORK RELATED INJURIES

Section 1. An employee who sustains a work related injury, as a result of which he is hurt, is so determined by decision issued under the operation of the Workmen's Compensation Program, shall be paid the money to which he may be entitled under Workmen's Compensation.

Section 2. Sick leave and annual leave shall continue to accrue for a two-year period, if an employee sustains a work related injury as outlined above.

Section 3. In the event an employee is certified by his/her physician as being able to return to their normal job duties, they must do so immediately. In the event an employee is certified by his/her physician as being able to perform other duties than those in

their normal classification, and provided the Employer has such duties available, the employee is required to return to work and work within those assigned duties, at their normal rate of pay.

If not otherwise reimbursed, employees will be compensated for mileage, parking, and meal expenses (not to exceed the amounts provided for under the current County policy in effect at that time), which are incurred for given work assignments outside the institution.

All actions by the Employer and the employee under this ARTICLE will be governed by the Commonwealth of Pennsylvania, Department of Labor and Industry, Bureau of Worker's Compensation Rules and Regulations published under the Pennsylvania Code, Title 34 (Labor and Industry) Chapter 121.

Section 4. An employee who sustains a work related injury is entitled to receive medical attention and may be relieved of duty if the injury is of a serious nature, as determined by a qualified person, or upon the employee's request.

Once the employee is relieved of duty, he/she is required to report immediately to the employer's designated medical treatment facility for examination and treatment.

Transportation will be provided to the appropriate medical facility if the injury is of a serious nature as determined by qualified medical personnel.

An employee relieved of duty because of work related injury and/or illness shall suffer no wage loss for that shift or day and this time shall not be deducted from accumulated sick leave.

If an employee is determined to be able to work (i.e. return to their normal job duties) the employee is required to furnish a document to that effect from the treating physician and give it to his/her supervisor prior to returning. The employee is then required to report for work on the next scheduled day and shift. Failure to do so could result in disciplinary action.

If an employee is determined to be disabled (i.e. not able to perform their normal duties) as determined by the treating physician, the employee is required to furnish the employer with a document so stating the disability and approximate duration.

Section 5. If an employee's dentures or eyeglasses are damaged or broken as a result of an altercation in the line of duty, the Employer shall replace the same at the Employer's cost.

ARTICLE 16
DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not suspend, discharge, or take any disciplinary action against an employee without just cause. An employee may appeal a suspension, or discharge beginning at the third step of the grievance procedure, subject of any conditions set forth in the Grievance Procedure. The Union shall be notified in writing within four (4) calendar days by the Employer of any suspension or discharge.

Section 2. In all cases where a disciplinary infraction has allegedly occurred, the employee will be advised in writing of the alleged violation/notice of investigation within seven (7) calendar days in which the alleged violation was discovered, unless such notification would interfere with an investigation or alleged crimes code violation. If the employee is unavailable, the Union Business Agent or Union Steward will receive the notice, all documentation and sign to acknowledge receipt.

Section 3. Investigations will be completed within thirty (30) days of notification to the employee. Within fourteen (14) calendar days of the completion of the investigation, the Administration shall conduct a Pre-Disciplinary Conference (PDC) to review the allegations and permit the employee to present his/her account. Employees will be notified of the specific violation(s) alleged along with the date, time and location of PDC via a PDC notice. The Administration shall issue the results of that PDC within fourteen (14) calendar days of the date of the PDC.

Section 4. Any of the above time limits may be extended by the number of sick, vacation or other leave days the employee takes during the investigation process or by mutual agreement between the County and the Union.

Section 5. The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees.

Warning letters for minor infractions or violations may be issued by the Employer, provided that such letters and/or warnings are removed from the employee's file after nine months. A copy of the warning letter must also be submitted to the Union.

However, incidents, and/or violations that have resulted in a suspension, may be considered by the Employer when assessing disciplinary action for twelve months.

Any bargaining unit member charged with a misdemeanor or felony criminal violation must report said charge to the Warden within seventy-two (72) hours.

Section 6.

	OFFENSE	1st	2nd	3rd	4th
1	Inmate Abuses:				
	Verbal Abuse	5 days or Term			
	Sexual Abuse	Term			
	Physical Abuse	Term			
	Mental Abuse	5 days or Term			
2	Use of intoxicating liquids or drugs on the job or reporting to work under the influence of the same. (Narcotics, Barbiturates, or Amphetamines) or the possession of same on the job.	Term			
	Note: employee shall be eligible for reinstatement after successful completion of an approved rehabilitation program. This shall be a one-time opportunity and does not apply to those employees being disciplined solely for possession of illegal substances.				
3	Absolute refusal to comply with a direct order of any Supervisor without justification	S	Term		
4	Leaving premises without permission.	Term			
5	Involvement in unprovoked altercation.	5 days or Term			
6	Proven theft or dishonesty.	Term			
7	Abandonment of position	W	5-D	Term	
8	Absence/No call for three (3) consecutive days.	Term			
9	Immoral, indecent or vulgar conduct relating to the public.	S	Term		
10	Willful destruction of County property.	Term			
11	Sleeping on duty.	5-D	Term		

	OFFENSE	1st	2nd	3rd	4th
12	The use of threatening or profane, language/action				
	a) Between employees	5-D	Term		
	b) Supervisors	5-D	Term		
	The use of sarcastic or insulting language/action between employees or supervisors	W	W	5-D	Term
13	Immoral actions in regard to co-employees.	5-D	Term		
14	a) Disclose information to the public concerning an inmate without consent or authority	Term			
	b) Employee divulging personal information regarding another employee without consent.	W	5-D	Term	
15	Failure to follow instruction or perform assigned work.	W	5-D	Term	
16	Wasting time or loitering during working hours.	W	5-D	Term	
17	Making maliciously false or slanderous statements regarding another employee, Supervisor, the facility and/or inmates	W	5-D	Term	
18	Committing negligent acts which:				
	a) Result in injury to personnel, inmates or major damage to property	5-D	Term		
	b) Result in minor damage to property.	W	5-D	Term	
	c) Might result in injury to personnel, damage to property or which endangers any inmate	W	5-D	Term	
19	Extending break or lunch period beyond allotted time.	W	5-D	Term	
20	Accepting gifts, gratuities or payment from other than the Employer, in connection with facility services	S	5-D	Term	
21	Selling, soliciting or collecting contributions for any purposes on facility premises without authorization	W	W	5-D	Term
22	Failure to follow established Safety Regulations.	W	W	5-D	Term

	OFFENSE	1st	2nd	3rd	4th
23	Bringing contraband or any unauthorized item into the Prison (including tobacco products).	W	5-D	Term	
24	Personal dealings which compromise the security of the Prison	S	Term		
25	Unjustified absenteeism or habitual tardiness*.	5-D	Term		
26	DUI (conviction or guilty plea) while employed with the County	5-D	Term		
27	Misconduct directly related to an inmate's death or escape	T			

Note: Term means "Termination"
S means "Suspension"
5D means "5-day Suspension"
W means "Written Warning"
*habitual tardiness shall be defined as more than four (4) times per month.

The parties agree and understand that those offenses indicated above do not necessarily constitute or incorporate all the rules and regulations of the Employer, and that the Employer may take disciplinary action pursuant to Article 3 for offenses other than listed above, which in the opinion of the Employer are contrary to its orderly operation or reputation interests.

ARTICLE 17
SENIORITY AND VACANCIES

Section 1. Seniority and qualification shall be the determining factor in all cases of job bidding, increase or decrease in working forces, layoff or recall, and as used herein shall mean length of continuous service within the department, plus ability to do the job. For purpose of this Agreement job bidding shall include start times and days off, but shall not include job assignments.

Section 2. The Employer agrees to post all bargaining unit positions for a period of seven (7) calendar days. During this period, any bargaining unit employee may apply in writing for such job. In the event the Employer receives no qualified bids, the Employer may hire from the outside or require the filling of the vacancies by reverse order of seniority. Any employee selected for a position, following the 7-day posting period reference in this Section above, shall fill that position (relief days/shift) within thirty (30) days of the Award.

Section 3. A vacancy shall be any position which has become open within the Bargaining

Unit and any position which becomes available by reason of an increase in working forces made by the Employer, except as hereinafter provided:

a) The following are to be considered temporary vacancies not subject to the job posting procedure:

   i. Absence of an employee because of vacation, illness, injury, leave of absence, or other temporary reasons of thirty (30) days or less duration.
   ii. An increase in working forces of thirty days or less duration.

b) In the event the above temporary vacancies are filled by the Employer, seniority as defined in this Agreement shall be followed.

Section 4. After sixty (60) days, any employee returning to the Bargaining Unit from supervision will forfeit his seniority and start as a new employee.

Section 5. Seniority for purposes section 1 above shall be calculated based on time in the department. Seniority for benefits shall be calculated based on time employed by the County.

ARTICLE 18
GRIEVANCE PROCEDURE

Section 1. Grievance Procedure Definitions.

a) Grievance - an alleged breach or violation of this Agreement or a dispute arising out of the interpretation or application of the provisions of this Agreement.

b) Grievant - any employee or group of employees or Bargaining Representative claiming the alleged breach or violation of this Agreement or claiming a dispute has arisen out of the interpretation or application of the provisions of this Agreement.

Section 2. Scope of Grievance Procedure.

a) Any matter not specifically covered by any provision of this Agreement, as well as any matter reserved to the discretion of the County by the statutes, legal precedents and regulations of the Commonwealth of Pennsylvania, and/or by the terms of this Agreement is not a grievance and will not be construed as a grievance.

b) An election by the grievant to utilize the grievance procedure will preclude such issue from being raised in any other manner or proceeding.

Section 3. Informal Settlement of Alleged Grievances.

a) Any grievant shall first discuss and attempt to settle the alleged grievance at the lowest appropriate level i.e. an employee will discuss the matter with his immediate supervisor.

b) The grievant may attempt to resolve the alleged grievance informally, either directly or through the Bargaining Representative's designated representative; nothing herein shall restrict the rights of any person that are provided in Section 6060 of Act 195, effective October 21, 1970.

Section 4. Miscellaneous Provisions.

a) It is agreed that any grievance must be presented under the procedures of this Article promptly and within the prescribed time limitations. Time limits in the appeal steps may be extended by mutual consent of the parties.

b) Grievances not responded to by the Grievant within the prescribed time limits shall be considered dropped and shall not be further appealed or filed as a new grievance.

c) Grievances not responded to by the Employer (except grievances in Step 1 when an elected official is the immediate supervisor) within the prescribed time limits shall be considered decided in favor of the Grievant.

d) Conferences, meetings, and hearings held pursuant to this grievance procedure shall be set by mutual agreement.

e) The Bargaining Representative shall inform the County in writing of all persons authorized to settle grievances on level or advance grievances to the next level. Only such persons shall settle and/or advance such grievances. All answers to and advances of grievances in and from Level One and above shall be in writing with reasons.

f) The Bargaining Representative and the County will each bear its own costs incurred in the grievance procedure, except that both parties will share the cost of the arbitrator equally.

g) Nothing in Article III shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.

h) Any grievance settled in Steps 1 and 2 shall not be a precedent.

Section 5. Procedural Steps for Grievance Processing;

Step 1. The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten

(10) working days of its occurrence, or knowledge thereof. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within ten (10) working days. Working days shall include: Saturday, Sunday and Holidays for full week operations.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union Steward or the union grievance committee to the Prison Warden within ten (10) working days after the supervisor's response is due. The Prison Warden shall respond to the Union Steward or the grievance committee in writing within ten (10) working days.

Step 3. If the grievance still remains unresolved, it shall be presented by the Union's designee to the designee of the County Commissioners in writing within ten (10) working days after the response of the Prison Warden is

due. The Commissioner's designee shall respond to the Union in writing within ten (10) working days.

Step 4. If the grievance is still unsettled, either party may, upon written notification to the other, ten (10) working days after the Commissioner's response is due, request arbitration.

Section 6. If the grievance is still unsettled, either party may, upon written notification to the other, ten (10) working days after the Commissioner's response is due, request arbitration. The parties may, after either party has submitted the matter for arbitration within the prescribed timeframe, mutually agree to seek a remedy by utilizing the Pennsylvania Bureau of Mediation. If the parties do not mutually agree to submit the matter to the Pennsylvania Bureau of Mediation, it shall proceed to arbitration.

Section 7. The decision of the arbitrator shall be final and binding on both parties.

Section 8. Payment of the impartial arbitrator shall be borne equally by the two parties. Each party shall assume the responsibility for payment of its side.

ARTICLE 19
UNION BUSINESS

Section 1. The Employer agrees to provide a Union bulletin board for the posting of notices, election and other pertinent Union information.

Section 2. Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises but NOT in work areas, and only after obtaining permission from the Employer or the Employer's designee.

Section 3. The Employer agrees to pay two (2) designated bargaining unit employees for reasonable work time spent during contract negotiations and processing of

grievances.

Section 4. The Employer agrees to provide all new bargaining unit employees with a copy of the existing contract. Expenses are to be equally borne between the Employer and the Union.

ARTICLE 20
HOSPITALIZATION AND LIFE INSURANCE

Section 1. The Employer shall provide health insurance coverage, including medical, prescription, dental and vision insurance benefits, for employees and dependents on the first day of the month following sixty (60) calendar days after date of employment, upon application by the employee. Other benefits such as life insurance will become effective on the first day of the month following ninety (90) calendar days after date of employment.

Section 2. The County will offer two choices of healthcare plans: 1. and 2. High Deductible Healthcare Plan. Employees who choose health insurance coverage shall be required to contribute the following percentages of the County's premium.

	Preferred	**HDHP**
2025	10%	5%
2026	10%	5%
2027	10%	5%
2028	10%	5%

Co-pays under said plans shall be as defined below:

	General Practitioner Office Visit		**Specialist Office Visit**	
	Preferred	HDHP	Preferred	HDHP
2025	$35.00	20% after deductible	$45.00	20% after deductible
2026	$35.00	20% after deductible	$45.00	20% after deductible
2027	$35.00	20% after deductible	$45.00	20% after deductible
2028	$35.00	20% after deductible	$45.00	20% after deductible

"General practitioner" and "specialist" shall be defined in accordance with the terms of the insurance plan then in effect.

	Emergency Room Visit		Urgent Care Visit	
	Preferred*	HDHP	Preferred	HDHP
2025	$175.00	20% after deductible	$40.00	20% after deductible
2026	$175.00	20% after deductible	$40.00	20% after deductible
2027	$175.00	20% after deductible	$40.00	20% after deductible
2028	$175.00	20% after deductible	$40.00	20% after deductible

*If the employee is admitted to the hospital, there is no co-payment.

Employees shall be responsible for covering the costs of applicable co-payments.

Section 3. The County provides prescription drug coverage. The prescription co-pays for employees and dependents shall be as outlined below. Note: Employees enrolled in the HDHP plan, deductible amounts listed are after the deductible is reached.

Retail Pharmacy Co-Pays (30 day or less supply):			
	Generic	Formulary	Non-Formulary
2025	$15.00	$40.00	$60.00
2026	$15.00	$40.00	$60.00
2027	$15.00	$40.00	$60.00
2028	$15.00	$40.00	$60.00

Mail-Order Pharmacy Co-Pays (90 day supply):			
	Generic	Formulary	Non-Formulary
2025	$30.00	$75.00	$120.00
2026	$30.00	$75.00	$120.00
2027	$30.00	$75.00	$120.00
2028	$30.00	$75.00	$120.00

Specialty Retail Pharmacy Co-Pays (30 day or less supply):			
	Generic	Formulary	Non-Formulary
2024	20% - $20 min/$70 max	30% - $45 min/$115 max	40% - $65 min/$225 max
2025	20% - $20 min/$70 max	30% - $45 min/$115 max	40% - $65 min/$225 max
2026	20% - $20 min/$70 max	30% - $45 min/$115 max	40% - $65 min/$225 max
2027	20% - $20 min/$70 max	30% - $45 min/$115 max	40% - $65 min/$225 max

Specialty Mail-Order Pharmacy Co-Pays (90 day supply):			
	Generic	**Formulary**	**Non-Formulary**
2025	20% - $35 min/$135 max	30% - $75 min/$255 max	40% - $105 min/$445 max
2026	20% - $35 min/$135 max	30% - $75 min/$255 max	40% - $105 min/$445 max
2027	20% - $35 min/$135 max	30% - $75 min/$255 max	40% - $105 min/$445 max
2028	20% - $35 min/$135 max	30% - $75 min/$255 max	40% - $105 min/$445 max

All employees must use generic drugs if a generic drug is available unless a doctor's note is provided in advance requiring the use of a non-generic. Employees who have no doctor's note and who fail to use generic drugs when available will be responsible for the non-formulary brand premium share rate for prescriptions. Employees shall be required to use mail order for all prescriptions of three months or more. Employees shall be responsible for covering the costs of applicable co-payments.

Section 4. The Employer will continue to provide family vision coverage. The Employer will continue to provide basic individual dental coverage for bargaining unit members only. The employee may purchase family dental by agreeing to pay the difference between the cost of the family dental premium and the cost of the individual program.

Section 5. The Employer shall provide all bargaining unit members a term life maximum of Fifty Thousand ($50,000) Dollars, and paid for by the Employer.

Section 6. In order to reduce the cost to employees, employee contributions to the cost of health insurance will be handled by the Employer in a manner that is consistent with 26 United State Code Section 125.

Section 7. Employees hired on or after January 1, 1989 shall not be entitled to paid health and/or life insurance benefits at the time of retirement. Those employees entitled to such retirement benefits prior to January 1, 1989, shall continue to be entitled to such coverage unless they are dismissed for cause under the terms of this Agreement. Pre-January 1, 1989 hires who retire after the effective date of this award and who are otherwise eligible for retirement healthcare benefits shall be required to remain with the same health insurance coverage as the current members of the unit. For employees retiring after the effective date of this award, their health care contribution level shall be frozen as of the date of their retirement. If the health insurance coverage for current members of the unit changed in any other aspect, then the health insurance coverage for the retired employee shall also change automatically to match that of the active unit. Upon the retiree's eligibility for Medicate benefits, County-provided healthcare coverage shall become secondary.

Section 8. Employees who elect to remove themselves from the Employer's health insurance coverage plans shall submit proof of alternate coverage and shall be entitled to reinstatement to the Employer's health insurance coverage subject to the Plan restrictions. Employees electing to opt out shall receive $1,200.00 per calendar year. This payment shall be made in January and will be prorated if employee was not opted out for the entire year. Employees covered on someone

else's County of York health insurance plan are not eligible to receive this opt-out payment. Employees who separate from their employment during the year are not eligible to receive any further "opt out" payments. It shall be the employee's obligation, including those who separate from their employment with the County, to provide proof of alternate coverage no later than January 1st of the year following opt out of County healthcare. The proof of insurance must include employee's name and dates of coverage through an alternate insurer. Insurance ID cards are not sufficient proof of insurance.

Section 9. There shall be a spousal surcharge in the amount of Fifty ($50.00) Dollars per month for any employee spouse covered by the County healthcare who has alternate insurance coverage available to him or her, i.e. through the spouse's employer.

Section 10. For the HDHP, the Employer shall make annual contributions to the HSA of employees covered by said plan in the amount of One Thousand ($1,000.00) Dollars for the single plan and Two Thousand ($2,000.00) Dollars for any other tier of coverage. For the employee's first year in the HDHP, the Employer will contribute an additional Four Hundred ($400.00) Dollars for the single plan and Six Hundred ($600.00) Dollars for any other tier of coverage as an added one-time bonus. These funds will be distributed in one payment in January of each year the employee is enrolled in the HDHP.

ARTICLE 21
RETIREMENT

Section 1. The Employer agrees to provide the participating pension plan stipulated by County Code, unless improved by the Retirement Board. Employee participation shall be mandatory.

All employees hired on or after January 1, 2023, shall have their retirement benefit calculated using the 1/80 ratio. Effective January 1, 2023, for all employees the County shall match up to 50% of an employee's first $5,000 in contributions, up to a maximum match of $2,500 made to a 457B retirement plan annually.

ARTICLE 22
GENERAL PROVISIONS

Section 1. There shall be no discrimination against employees because of race, color, creed, national origin, age, sex, marital status, union affiliation or political affiliation.

Section 2. There shall be no prohibition against such employees holding other employment in their free time. Such employees, however, shall not be permitted to use patches, insignia, badges or any other item, which tends to identify them with the County of York or indicate that they have any authority therefrom. Employees shall not hold two (2) County jobs.

Section 3. An employee who is required to travel out of the County on business is entitled to meal reimbursement in accordance with the current County Policy in effect at that time. The County shall provide the Union with notice of any proposed amendments and revisions to the County Policy prior to the implementation of same. The current version of the County Policy shall be made available to employees via the County Intranet.

Section 4. There shall be no solicitation of or distribution to employees for any purpose other than charitable contributions as provided for under County policy and code.

Section 5. There shall be a probationary period of one hundred eighty (180) days during which the Employer shall be vested with unequivocal control over new employees. After ninety (90) days of employment, employee shall begin to accrue seniority retroactive to date of employment and shall qualify for full insurance benefits pursuant to the terms of this agreement. The probationary period may only be extended by mutual consent of the County, the Union, and the employee.

Section 6. The Employer agrees to provide bargaining unit employees with vaccine inoculation against infectious diseases and provide employees Tine Tests for tuberculosis. Inoculation against Hepatitis B will be provided to any employee who requests it. Such inoculation shall be scheduled by the Employer, at the Employer's designated physician or medical facility, and shall be done within the required time limits prescribed and recommended by the medical profession.

Section 7. Any changes to the bargaining unit job descriptions in effect at the time of ratification of this Agreement are subject to meet and discuss with the Union.

Section 8. Employees with the approval of the Employer may attend County approved training sessions. The Employer shall not deny approval arbitrarily or capriciously. Any authorized costs associated with these training sessions shall be incurred by the County. Any authorized costs associated with mandatory re- certifications in a job-related skill, shall be borne by the County.

Section 9. Employees shall keep their facial hair neatly groomed.

ARTICLE 23
SUCCESSORS

Section 1. This Agreement shall be binding upon the parties hereto, and the heirs, executors, administrators, successors, and assignees of each.

The Employer reserves the right during the term of this Agreement to privatize the operations and services of the facility. The Employer agrees to negotiate with the Union on effects of privatization.

In the event that York County decides to exercise the privatization language

reference in Article 24, the Parties agree that any economic impact caused by privatization shall be subject to negotiations under Act 195, including interest arbitration.

ARTICLE 24
SAVINGS CLAUSE

Section 1. Should any Article, Section, or Portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or by Federal Executive Order, such decision shall apply only to the specific Article, Section, or Portion thereof directly specified in the decision, upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or Portion thereof.

ARTICLE 25
CREDIT UNION

Section 1. The Employer agrees to deduct from each pay for Credit Union deposits for any employees who qualify and who authorize such deduction in writing. The amount to be deducted shall be certified to the Employer by the employee. The Employer agrees to forward said deductions to the involved Credit Union no later than the tenth (10th) day of the succeeding month, after such deductions were made.

Section 2. All employees will be required to participate in Direct Deposit.

ARTICLE 26
SAFETY COMMITTEE

Section 1. It is agreed that a representative of this bargaining unit will be included in any YCP Safety Committee meetings for the purpose of discussing safety/security problems which cause undue risk to prison employees.

Section 2. In the event that problems brought to this committee cannot be resolved by mutual agreement, the issue will be referred first to the Executive Director of Human Resources or his/her designee. If the matter remains unresolved, it may then be referred to a state mediator who will act in an advisory capacity. If the matter remains unresolved, it shall be subject to the grievance process.

ARTICLE 27
EMPLOYEE TUITION REIMBURSEMENT

Bargaining unit members shall be entitled to tuition & book reimbursement in accordance with the current County Policy in effect at that time. The County shall provide the Union with notice of any proposed amendments and revisions to the County Policy prior to the implementation of same. The current version of the County Policy shall be made available to employees via the County Intranet.

ARTICLE 28
CONTRACT TERM

The Agreement shall cover the period of January 1, 2025 through December 31, 2028.

The parties thereto, through their duly authorized representatives or agents and intending to be legally bound have set their hands and seals this 19th day of August, 2024.

County of York

Julie Wheeler
President Commissioner

J. Scott Burford
Vice President Commissioner

P. Douglas Hoke
Commissioner

Gregory Monskie
Chief Clerk/Chief Operating Officer

Teamsters Local 776

Edgar H. Thompson
President/Business Agent

Shane Weaver
Business Agent

Benjamin Harry
Steward

Janet Jackson
Steward