AGREEMENT

BETWEEN

THE COUNTY COMMISSIONERS OF YORK COUNTY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

COUNCIL 13, AFL-CIO

LOCAL 1485

January 1, 2026, through December 31, 2029

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PREAMBLE

This Agreement entered into by York County Commissioners, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 13, 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 and peaceful procedure for the resolution of differences; and the establishment of rates of pay and hours of work and other terms and conditions of employment.

ARTICLE 1
RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all full-time, part-time, regular, permanent employees designated in the joint certification filed by the parties with the Pennsylvania Labor Relations Board, and described as follows:

1.2 In a subdivision of the Employer Unit comprised of Unit 1: All non-court related departments, including Office of the Commissioners, Maintenance, Voter Registration, Assessment, Sealer of Weights and Measure, Tax Claim Bureau, Photo Recording, Communications, Parks and Bridge Crew; comprised of all non-supervisory employees including Clerks, Custodians, Laborers, Janitors, Painters, Appraisers, Clerk Typists, General Accountant, Communications Specialists; and excluding; all supervisors, professional and confidential employees, and first level supervisors as defined in the Act.

ARTICLE 2
UNION SECURITY

2.1 The employee’s dues deduction authorization shall remain in effect until expressly revoked in writing by the employee in accordance with the terms of the authorization. When it is determined by the Union that an employee’s payroll dues deductions should cease, the Union shall be responsible for notifying the Employer in writing. The employer shall rely on the information provided by the Union to cancel or change the authorizations.

As of the date this Agreement is executed by all members of the arbitration panel, non-Union members shall be subject to a Fair Share contribution pursuant to Pennsylvania Act 399 of 1993 (SB 399 and Amendments thereto). The Fair Share contributions for non-Union members of the bargaining unit shall be based upon the cost of representation reflected in the Union's Annual Report. The Employer shall be notified of that cost on or about July 1 of each year. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or 4 other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Fair Share clause.

2.2 The Employer shall provide to the Union, quarterly, a list (with the name, address, current wage, the position the employee holds and membership status) of all Bargaining Unit employees.

2.3 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.

2.4 If an individual employee has an objection to paying membership dues based on bona fide religious tenants or teaching of a church or religious body of which such employee is a member, the employee will be required to inform the County and the Union of his/her objection. The employee shall meet with the representatives of the Union to establish a satisfactory arrangement for distribution of a contribution on an amount of money equivalent to regular union membership dues to charity.

ARTICLE 3
MANAGEMENT PREROGATIVES

3.1 The Management of the County operations and the direction of the working forces is vested exclusively in the Employer and includes, but is not limited to the right to: hire, suspend, discipline or discharge for just cause or transfer, and the right to relieve employees from duty because of lack of work or for other legitimate reasons under this contract; make and enforce reasonable rules of conduct; select supervisory and management personnel; introduce new or improved methods, equipment, or facilities or to change existing methods or facilities; determine the total employment requirements, hours of work required for a particular operation and job assignments and job classification of personnel; establish functions, programs budgets, organizational structure and standards of service and performance.

3.2 The Employer and 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 in this Article, and will give full consideration to any suggestions made by the Employer of Union, provided further that none of these management rights shall be used in any discriminatory manner.

ARTICLE 4
UNION DUES (CHECKOFF)

4.1 Union Dues and Assessments: The County will timely deduct Union dues, fees and assessments from Bargaining Unit members in conformity with the periodic billing statements provided for this purpose to the County by the Union. The aggregate deductions of all employees shall be submitted together with an itemized statement to the Union by the last business day of the month in which deductions are made. Dues deductions shall only be made pursuant to a valid authorization signed by the employee. The authorization shall be irrevocable during the term of this agreement. The Union will indemnify and hold harmless the Employer, it's elected or appointed officials, it's agents and its employees, against any and all claims, loses, costs, damages, orders, judgements or any other forms of liability whatsoever brought or issued against the Employer, including but not limited to attorney's fees and costs, arising out of, as a result of or related to the deduction and transmittal of Union dues, fees and/or assessments from the wages of any individual for whom the Union is the exclusive collective bargaining representative pursuant of ACT 195, when that deduction and/or transmission is performed in accordance with the above referenced periodic billing statement provided to the Employer by the Union.

4.2 The Employer agrees to deduct from the paycheck of employees covered by the Agreement voluntary contributions to the Union's Political Action Committee. The Employer shall make such deductions upon receipt of the written authorization card which shall specify the amount and frequency of the deductions. The Employer shall continue to make such deductions until notified by the employee in writing, to cease such deductions. The Employer shall transmit the monies deducted, together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

ARTICLE 5
HOURS OF WORK

5.1 It is recognized the employees' daily and weekly schedules and shift assignments are based on operating requirements and subject to change based on operating efficiencies, that the County retains the right to schedule straight time and overtime hours and number of shifts and shift assignments, and that it is the obligation of the employees to work as scheduled. Any addition of shifts or change to normal start times will not occur until after a Labor Management meeting is held.

a) Communications Department: An employee will be able to trade a regularly scheduled work shift with another equally qualified employee within the current PTO Bidding Period as they become available. The trade will not result in more hours than a standard scheduled work week. Both employees must agree to the trade and put the request in writing to the supervisor in charge of scheduling for it to be approved. The trade cannot create overtime or double-time where is does not already exist.

5.2 The regular hours of work for any shift shall be consecutive, except that they will have a meal period which will not be a part of the work shift unless it is with pay, as indicated in Article 6, “MEAL PERIOD”.

5.3 All full-time employees except Communication Center Employees, and part-time employees, shall be entitled to a fifteen (15) minute paid rest period during each four (4) hours of their scheduled work shift. Employees working on a regularly scheduled work shift shall be entitled to a fifteen (15) minute break during the first 1/2 of their work shift and an additional fifteen (15) minute break during the second 1/2 of their work shift. Employees will be entitled to an additional 15 minute break when working a 12 hour shift which will be scheduled at the employee's discretion as long as it does not interfere with their work.

a. For 911 Communication Center Employees: When working a 12-hour shift, Union employees shall be entitled to receive four (4), fifteen (15) minutes breaks over the course of their shift.

5.4 Any Parks employee who volunteers to change their schedule for the duration of Christmas Magic shall receive a bonus of $500.00 at the completion of the season. Employees will be designated based on seniority. No scheduled Paid Time Off (PTO) will be approved during the season. All other previously agreed to incentives for this program will be discontinued at the start of the first season following ratification of this agreement.

a. In the event Christmas Magic is closed due to inclement weather, employees scheduled to work shall receive administrative leave for their unworked hours.

5.5 Parks and Facilities Management Essential Employees’ workday shall begin at the time the employee clocks in. 911 Call Center Employees’ work day shall begin at midnight on a calendar day.

ARTICLE 6
MEAL PERIODS

6.1 All employees shall be granted a meal period, which shall fall within the third and fifth hours of work.

6.2 The following positions will receive a one-half (1/2) hour meal period without pay;

Custodians	Bridge Maintenance	Maintenance/Custodians
Park Maintenance	Watchmen/Custodians	Appraisers
Process Servers	Voter's	

6.3 Employees in the County Communications Department will be provided with a twenty (20) minute paid lunch period. Employees will be relieved of duties, provided no emergency occurs which requires their immediate return to their position, and will be required to remain in the designated room.

ARTICLE 7
HOLIDAYS

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

New Year's Day	Columbus Day
Martin Luther King's Birthday	Election Day (Gen)
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

In the event the Commissioners declare a new annual County-wide holiday for non-union employees that is not included in the list above, the new annual County-wide holiday shall also apply to this bargaining unit.

7.2 Eligible employees shall receive their regular day's straight time pay for each of the above listed holidays on which they perform no work. Employees working on a holiday shall be entitled to receive holiday pay for all hours worked on said holiday.

7.3 Employees shall be eligible for holiday pay under the following circumstances: The employee worked their last regularly scheduled workday prior to and immediately following such holiday or was on pre-planned, approved paid time off (PTO) or an absence excused with pay by their Employer. Employees shall not be eligible for holiday pay if they are on any form of unpaid status for any amount of hours on the last regularly scheduled workday prior to and immediately following such holiday.

7.4 If an employee works on any of the holiday's listed in 7.1, the employee shall receive time and one-half (1 ½) of his/her regular hourly rate of pay for hours worked, plus holiday pay. Employees required to work Easter Sunday shall be entitled to time and one-half (1 ½) for all hours worked on said day. Holiday hours, which an employee does not work but for which they are compensated under 7.2, shall be used in the computation of weekly overtime if the holiday occurs on the employee's regularly scheduled workday.

7.5 When any of the above holidays falls on Saturday or Sunday, another day shall be given in lieu, thereof.

Monday thru Friday operations – When any of the above holidays falls on Saturday or Sunday, another day shall be given in lieu, thereof. A calendar of the rescheduled holiday(s) shall be given to all employees by December 31st of the preceding year.

24 hour/7 day a week operations – The holiday will be deemed to fall on the day on which the holiday occurs.

7.6 If any of the legal holidays under this Article falls within a scheduled paid time off (PTO) period, the employee will be paid holiday pay for the holiday and will not be required to use PTO.

7.7 For all departments other than Communication Department when weekend/holiday work is needed/required, the work shall be filled by utilizing the procedure detailed below:

A holiday/weekend sign up list for overtime will be posted at a place agreed upon by the employees and management. Anyone wishing to be considered for overtime for the holiday/weekend will need to sign the list prior to the start of his/her shift two days prior to the weekend/holiday.

First: Voluntary: Qualified within the required classification on the basis of department seniority.

Second: Voluntary: Qualified within the department on the basis of department seniority.

Third: Qualified seasonal employees with hours worked for the week plus hours scheduled to work for the week equaling less than 40.

Fourth Mandatory: Qualified within the required classification with the least amount of department seniority.

Fifth Mandatory: Qualified within the department with the least amount of department seniority.

An employee will not be required to work more than twelve (12) consecutive hours beginning with the time an employee first begins work.

An employee who works twelve (12) hours will be exempt from overtime work for a total of twenty-four (24) hours unless the overtime procedure listed above has been exhausted, there is not another employee in the department available to work the overtime, and the overtime is necessary for continued operation.

When an employee volunteers to work overtime, in Steps 1 and 2, they will rotate to the bottom of the weekend/holiday volunteer list.

ARTICLE 8
PAID TIME OFF (PTO)

8.1 Eligibility for Accumulation of PTO

1. PTO is accumulated upon hire or transfer into a benefit eligible position.
2. Eligible employees must be scheduled to work at least 32 hours per week on a regular basis.
3. Employees working less than 32 hours per week on a regular basis, on call and/or temporary employees are not eligible to accumulate PTO.
4. PTO accumulations are available for use following successful completion of the probationary period.

8.2 Accumulation and Payment of PTO

1. Accumulation of PTO
   a. Employees will receive their first month accumulation on the first of the month following their first day of fulltime employment,
   b. Previous full-time employment will be considered in the total full-time employment period, as long as there is no break in service. When an employee moves between full- time and part-time employment future accrual will cease. The employee will be paid per Section 6.c of this Article.
2. Rate of Accumulation
   a. The length of full-time employment determines the rate at which the employee will accumulate PTO.
   b. Employees become eligible for the new, higher accumulation rate the first of the month containing the employees' anniversary date.
   c. Accumulations are based upon paid hours up to 2,080 hours per year, excluding overtime.
   d. Employees working less than forty (40) hours per week and at least thirty-two (32) hours per week will earn PTO hours on a pro-rated basis.
   e. PTO will not accumulate on unpaid leaves of absence.
   f. Employees who are in an unpaid status on the last working day of the preceding month and on the first working day of the current month will not be eligible for that month's PTO accrual.
3. Maximum Accumulation
   a. Employees may accumulate up to a maximum of forty-five (45) days of PTO benefit time.
   b. It is the responsibility of the employee to assure that PTO time is used so that accumulations remain at or below the maximum accumulation rate.

8.3 Accumulation Rates & Payment of PTO

1. For purposes of determining years of service and rate of PTO accumulation, the employee's dates of employment shall be used for full-time employees as defined in Section 1.2 above. After an employee completes his/her probationary period, they shall be entitled to PTO accumulated during the probationary period.
2. Accumulation Schedule

Employment Period	8 hour shifts	12 hour shifts
0-12 months (0-1 yrs)	80 hours/year	120 hours/year
13-48 months (1-4 yrs)	160 hours/year	240 hours/year
49-120 months (4-10 yrs)	200 hours/year	300 hours/year
121 months & up (10 years +)	240 hours/year	360 hours/year

Employees hired after January 1, 2022 will have the following Accumulation Rates:

Employment Period	8 hour shifts	12 hour shifts
0-48 months	120 hours/year	120 hours/year
49-120 months	160 hours/year	240 hours/year
121-180 months	200 hours/year	300 hours/year
181-240 months	224 hours/year	336 hours/year
Over 240 months	240 hours/year	360 hours/year

3. PTO Bonus Perfect Attendance
   a. Full time employees with one (1) calendar month of perfect attendance will have one half (1/2) of their regularly scheduled daily hours added to their PTO accrual, Employees who call off for any shift scheduled overtime will not be eligible for the PTO bonus.
   b. Accrual will be based on the employee's status as of the last day of the month of the one (1) month period. Absences due to Work Related Injury, Jury Duty, Military Leave, Death-in-Family, and County designated liberal leave OR Prescheduled PTO during each calendar month period of perfect attendance, WILL NOT affect eligibility. Employees designated as essential (911, Parks, Fleet Management and Facilities Maintenance and Custodial staff) are required to report to work on County designated liberal leave days. Failure to report may lead to disciplinary action and will result in the loss of that month's' perfect attendance bonus.
   c. Employees within their applicable probationary period, as outlined in this contract, shall not be eligible to earn the perfect attendance bonus.
4. Payment of PTO
   a. PTO pay shall be at the employee's regular rate of pay in effect for the employee's regular job on the payday immediately preceding the employees PTO period and is not included in the computation of any overtime calculation.
   b. When PTO is used, an employee is required to request payment of PTO hours according to his/her regularly scheduled workday. For example, if an employee works a seven (7) hour day, they would request seven (7) hours of PTO when taking that day off.

8.4 Scheduling of PTO

1. Scheduled Absences
   a. Scheduled PTO should be requested in writing no later than ½ hour after the start of the prior shift. One business day notice must be given for a day and a week for week in advance of PTO. If PTO is not requested no later than ½ hour after the start of the prior shift, the employee may still be eligible for PTO; however, the absence will be classified as unscheduled and the employee will not be eligible for that month's PTO bonus.
   b. PTO is subject to supervisory approval, department staffing needs, and established departmental procedures, including/during anticipated weather events.
2. Unscheduled Absences
   a. For 911 Communications Center Employees: Employees calling off of work (Unscheduled Absences) must call the Shift Supervisor no less than one hour prior to the start of their scheduled shift. All other Employees covered by this bargaining agreement are to follow the call off procedures outlined by their

Department Director. All employees failing to call off timely to report an unscheduled absence (as outlined above) may be subject to discipline.

b. Unscheduled absences will be monitored.

c. Unscheduled absences include, but are not limited to, lateness, late call off and leaving early. The supervisor may request documentation to verify the necessity of an unscheduled absence when they believe there is abuse.

d. A doctor's certificate shall be required for an absence from work due to sickness for more than three (3) consecutive days. For absences of less than three (3) days, a doctor's certificate maybe required where, in the opinion of the Employer, the employee has been abusing his/her PTO privileges.

8.5 Use of Accumulated PTO

a. The employee is responsible for monitoring their own accumulations of PTO.

b. When an employee elects to take time off from work employees must use available PTO. This includes when an employee elects to not report for an overtime shift. When a non-work related injury or illness lasts beyond seven (7) calendar days the employee has the option to select short-term disability.

c. Employees may not borrow against their PTO banks; therefore no anticipated leave will be granted.

d. An employee requesting PTO is responsible for assuring that they have accumulated PTO to cover the request. If it is found after the request was granted that the employee does not have the time to cover the request, the employee will be informed that their previously granted PTO is now denied.

e. An employee taking unscheduled PTO who does not have the accumulated time will be subject to discipline.

f. The County operates on a tenth calculation for hours worked. The minimum use of PTO will be in tenths of an hour (i.e., 6/12/18/24/30/etc. minutes).

g. The PTO period shall be January 1 to December 31.

h. Departments with the exception of the Communications Department shall submit paid time off (PTO) requests in writing, to the employee's immediate supervisor. Paid time off requests that are submitted in January, February, or March shall be approved on a seniority basis with final approval given in writing to the employee no later than April 3. All other PTO requests shall be submitted in writing to the employee's immediate supervisor as outlined above. Upon receipt of said request, the supervisor shall review and return said request to the employee in writing by the end of the work day following the day in which said request was received. In the event the supervisor fails to respond in the heretofore prescribed time limits, the employee shall then be entitled to take the requested PTO time.

For 911 Communication Center Employees:

1. PTO requests may be submitted based on the employees' current accrued PTO balance and/or the anticipated PTO balance earned within the bidding period.

2. All PTO requests must be submitted individually for each day

3. PTO requests (holidays, vacations, etc.) shall be submitted in quarterly bidding periods and compiled in seniority order, as follows:

a. PTO requests for January, February, and March shall be submitted between October 15 and October 30 of the prior year and shall be returned to employees as either approved or denied/pending no later than November 15.

b. PTO requests for April, May, and June shall be submitted between January 15 and January 30 of the same year and shall be returned to employees as either approved or denied/pending no later than February 15.

c. PTO requests for July, August, and September shall be submitted between April 15 and April 30 of the same year and shall be returned to employees as either approved or denied/pending no later than May 15.
d. PTO requests for October, November, and December shall be submitted between July 15 and July 30 of the same year and shall be returned to employees as either approved or denied/pending no later than August 15.

4. PTO requests submitted after the bidding periods that end on October 30th, January 30th, April 30th and July 30th, will be compiled in time-stamp order and placed behind the denied/pending requests. PTO requests for day(s) submitted after the close of the bidding period(s) shall then be returned to the employee no later than the fourth (4th) day after said request was time-stamped. Extensions to these timeframes may be granted if mutually agreed upon.
5. In the event the administrative person in charge of schedules fails to respond within the heretofore prescribed time limits, the employee shall then be entitled to take the requested PTO time. Should the administrative person in charge of schedules reject said request, the reason(s) for such rejection must be stated in writing and constitute sufficient cause (i.e. staffing shortage/priority project).
6. In cases involving emergency requests for PTO leave, the employee and supervisor may waive the above prescribed time limits for submitting such PTO requests and therefore the employee, in cases of an emergency, may request PTO the day prior and if authorized, receive verbal authorization on the same day such request is made.
7. PTO Requests will be handled as follows:
a. PTO will be granted to the two (2) most senior employees per day, per shift. A third PTO request for the same shift may be approved only if operational needs for the date requested have been fully met and sufficient staffing is available to maintain safe and effective service.

Generally, no more than three (3) employees shall be approved for PTO per shift; however, the Employer may approve additional PTO requests at its sole discretion when staffing levels exceed operational requirements.

Essential operational staffing levels refer to the number of on-duty personnel required to maintain safe and effective operations.

These figures represent current operational benchmarks and may be revised by the Employer based on staffing availability, workload, or service demands. Updates to staffing expectations will be communicated in writing and applied prospectively.

Operational needs shall be evaluated considering all relevant factors, including but not limited to baseline staffing levels, anticipated call volume, scheduled training, and unforeseen emergencies.
b. PTO requests submitted after the appropriate bidding periods described above, but within three (3) working days of the requested PTO day, shall be handled as follows:
All PTO requests for that shift will be initially denied and held in pending status.

If essential operational staffing levels are met for the requested date, PTO will be granted to the two (2) most senior employees who requested that day off.

If essential operational staffing levels are not met for the requested date, PTO will be granted to the two (2) most senior people, per day, per shift provided there is a volunteer willing to cover those hours

c. In the event the volunteer calls off for the hours they agreed to work, regardless of PTO, the volunteer may be subject to discipline based on the progressive disciplinary process

d. Should overall staffing levels improve, either party may request a meeting to review and discuss the number of employees permitted off per shift. However, the Employer retains discretion to determine and apply staffing levels needed to meet operational demands.

8.6 Payment of Accumulated PTO upon Separation from Employment

a. Following successful completion of the probationary period and upon resignation, separation, or retirement, an employee will be paid for all PTO hours accumulated but not used.
b. Accumulated PTO may not be used in lieu of proper notice of resignation. An employees last day with the County will be their physical last day worked.
c. Employees whose positions are eliminated through a reduction in the work force or reorganization, or whose regularly scheduled hours drop below thirty-two (32) hours per week are paid for accumulated PTO as of the effective date of termination/change.

8.7 PTO Carryover

Effective January 1, 2028, leave balances in excess of forty-five (45) days will be forfeited calendar year end.

ARTICLE 9
SHORT TERM DISABILITY (STD)

9.1 PURPOSE

The purpose of this policy is to provide a summary of the procedures and protocols for fulltime employees to receive the benefits of the Employer's short term disability income insurance (STD). A complete description of the program will be distributed to each eligible employee.

9.2 POLICY

It is the policy of the Employer to provide a short term disability income insurance plan, paid by the County at no expense to the employee, to ensure income to employees who have a non-work related accidental injury or illness that lasts beyond seven (7) calendar days, for the period of the short term disability not to exceed 26 weeks.

9.3 DEFINITIONS

Appropriate Care and Treatment - medical care and treatment that is given by a physician appropriate for treating the disability; consistent with both the physician's diagnosis of the

disability and with national guidelines; and intended to maximize the employee's medical and functional improvement.

Disabled or Disability - a non-work related sickness or injury that does not meet one of the criteria for exclusion, for which an employee is receiving appropriate care and treatment and complying with the requirements of such treatment, AND due to such the employee is unable to earn more than 80% of his/her pre-disability earnings at his/her own occupation.

Full-time employee - an employee who works a minimum of thirty-two (32) hours per week.

Sickness - illness, disease or pregnancy, including complications of pregnancy.

9.4 PROCEDURE

1. Eligibility

To be eligible for short term disability income, the employee must be a full-time employee who is eligible to receive County benefits, and Disabled, as defined in 3.2. Exclusions include but are not limited to:

Disabilities caused or contributed to by elective treatment or procedures such as cosmetic treatment or surgery primarily to change appearance, sex change surgery, reversal of sterilization, liposuction, etc. disabilities caused or contributed to by war or acts of war, rebellion or terrorism, disabilities caused by intentionally self-inflicted injury or attempted suicide, or disabilities caused by the commission of or attempt to commit a felony.

STD coverage begins on the first of the month following ninety (90) calendar days after hire date.

Employees must notify Human Resources and complete the required documentation for a short-term disability.

2. Employee Responsibility - Application for Short Term Disability Income

When the disability is foreseeable, employees are required to provide a thirty (30) day advance notice.

When the disability is not foreseeable, the employee must provide such notice as soon as practical and within one (1) or two (2) days if at all possible. Failure to provide the notice and complete the application may result in delay of benefits.

An application for STD must be completed and returned to Human Resources.

With the application, the employee must provide medical certification of the disability that includes the starting and expected ending date of the disability.

3. Use of PTO and Frozen Sick Leave Banks

a. Waiting Period

Employees must satisfy the waiting period of seven (7) calendar days, prior to being eligible to receive short term disability income.

During the initial waiting period an employee must notify their supervisor whether they elect to utilize accumulated time from either their PTO leave bank or their frozen sick leave

bank that was frozen on 12/31/2007 to receive compensation for time away from scheduled work for the waiting period up to a maximum of seven (7) calendar days.

Any portion of the initial waiting period that is not covered by accumulated PTO or frozen sick leave will be unpaid.

b. During the Period of Disability
At the time of notification of disability, employees must elect one (1) of the following options to commence after the initial waiting period: to receive short term disability income, or to utilize time from their sick leave bank that was frozen on 12/31/2007, up to the maximum available, prior to the commencement of short term disability income, or to utilize time from their sick leave bank that was frozen on 12/31/2007, up to the maximum available, AND/OR to utilize accumulated PTO up to the maximum available prior to the commencement of short term disability income.

Employees electing to use frozen sick leave bank time after completing the 7 calendar day waiting period must exhaust their bank prior to the application for short-term disability income.

The determination of the period of disability will be from the date the disability commenced, and not the date that the employee began receiving STD income. Use of the frozen sick bank acts as an offset and will not add to the maximum 26 week duration of benefits. For example, an employee on a six (6) week disability who elects to use his/her frozen sick leave bank containing 160 hours (4 weeks) accumulated frozen sick leave, would receive STD income for the remaining two (2) weeks only, assuming that they continue to meet the definition of disability under the short term disability plan.

4. After the Period of Disability
   a. For employees on an approved Family Medical Leave, or other approved leave of absence, who are approved for additional time away from work following the period of disability, for example for bonding after the birth of a child, accumulated time from the employee's PTO leave bank only must be used.
   b. Approved time away from work after the period of disability that is not covered by PTO will be unpaid. 5. Benefit Payment and Miscellaneous Information a. Employees who are approved for STD will receive a weekly benefit check of 66 2/3% gross pre-disability regular earnings from the insurer. b. STD income is subject to Federal Income and Social Security Taxes.
   c. The maximum weekly benefit is $1,500.00.
   d. The maximum benefit duration for each disability, will be determined by the insurer, based on the particular disability, up to a maximum of 26 weeks.
   e. Employees may be eligible for partial benefits if they cannot work sufficient time to earn 80% of pre-disability income.
   f. The employee is responsible for medical, dental and other applicable co-payments during the period of disability.
   g. While receiving STD income, accumulations of paid time off (PTO) will continue.
   h. The appeal process of the insurer will be followed.

ARTICLE 10
BEREAVEMENT LEAVE

Employees shall be entitled to Bereavement Leave in accordance with the provisions of the current County Policy attached as Appendix A, and as amended during the term of this contract.

ARTICLE 11
COMMUNICATIONS CENTER SCHEDULE

11.1 The current schedule for Communication Center Employees, shall be posted at least 30 days in advance however, when unforeseen situation arise and require action to be taken in order to maintain functionality of operations, Management will notify the Union in advance of the change. Should Management determine that a significant change in the method of scheduling be necessary, it shall notify the Union and meet and discuss those changes and reasons therefor prior to making the changes.

a. It is understood probationary employees' schedules are subject to change due to operational need and/or CTO availability. Every effort will be made to provide schedules 30 days in advance as outlined above, when practical.

11.2 Part-time employees shall refer to the Communication Center Part Time policy. Any changes to this policy will be subject to a meet and discuss.

ARTICLE 12
MILITARY LEAVE

12.1 The employer shall comply with all provisions of Chapter 432 of Part III of Title 38, U.S. Code as they apply to reemployment of employees who leave their jobs to perform training or service in the Armed Forces of the United States.

ARTICLE 13
FAMILY MEDICAL LEAVE

13.1 Employees are subject to the County of York's current FMLA Policy, which shall run concurrently with any other available leave. The County FMLA policy requires the exhaustion of available and applicable time off; however, the employees in this bargaining unit shall have the option to retain up to a maximum of five (5) days paid time off which may be utilized upon return to work in accordance with and subject to the provisions of this agreement.

a. For Communication Center, employees shall have the option to retain up to a maximum of five (5) days (of their regular scheduled hours) of paid time off which may be utilized upon return to work in accordance with and subject to the provisions of this agreement. Any paid time off hours the employee wishes to save must be accrued and in their PTO bank at the time leave begins. PTO accrued while on leave may not be saved.

13.2 Service credit shall continue to accrue during paid leaves of absence provided by this Agreement, but shall not accrue during unpaid leaves of absence. However, the employee shall be entitled upon his return from leave of absence without pay to all service

credits earned up to the date his/her leave commenced. The amount of leave will be deducted from the employee's service credit.

13.3 Any changes to the York County Family Medical Leave policy, with the exception of the option to retain days as stated in 13.1 or 13.1 (a) above, during the term of this agreement will be applicable to employees covered under this agreement.

ARTICLE 14
LEAVES WITHOUT PAY

14.1 Employees are subject to the County of York's current Leave of Absence Policy. Any changes to the York County Leave of Absence policy during the term of this agreement will be applicable to employees covered under this agreement.

14.2 Service credit shall continue to accrue during paid leaves of absence provided by this Agreement, but shall not accrue during unpaid leaves of absence. However, the employee shall be entitled upon his return from leave of absence without pay to all service credits earned up to the date their leave commenced. The amount of leave will be deducted from the employee's service credit.

14.3 Leaves of absence without pay for medical reasons shall be granted under the provisions and requirements of the Federal Family Medical Leave Act (FMLA), which shall run concurrent with all paid leave entitlements such as available PTO and/or Short term disability. Leaves of Absence for a recreational or educational purpose, requires that all accumulated or available PTO must be exhausted prior to a status change to an unpaid Leave of Absence.

ARTICLE 15
OVERTIME

Sections 15.1 through 15.4 shall apply only to Communications Center Employees

15.1 No employee shall begin work prior to his/her regularly scheduled hours of work without supervisory approval.

15.2 All time worked in excess of eight (8) hours in any one (1) day or forty (40) straight time hours in any one (1) week shall be paid at the rate of time and one-half.

a. In addition to 15.2, any employee who works in excess of twelve (12) hours in (1) day will earn double time for hours worked in excess of twelve (12) hours consecutively in one (1) day. Applicable shift differential will also be paid at double time for these hours worked. Double time does not apply to pay received for non-worked time (PTO, Bereavement, holiday, etc.).

15.3 Overtime set forth in the CBA will be calculated in accordance with the manner calculated by the County's time entry system. Specifically, daily overtime shall be calculated as any hours worked in excess of eight (8), specifically examining hours worked.

a. When an employee works a shift in addition to the employee's pre-assigned shift, the first eight (8) hours worked shall be calculated as regular hours and the additional

hours of work in excess shall be calculated as overtime or double time in accordance with this Section.

15.4 When overtime is needed and/or required, the overtime work shall be filled by utilizing the procedure below:

First: Voluntary Overtime: Qualified within the bargaining unit, including part-time on the basis of seniority.

Second: Mandatory Overtime: Qualified within the bargaining unit, excluding part-time, with the least amount of seniority

Types of Overtime are defined as:

Scheduled Voluntary Overtime (VOT)-

A. That which an employee signs up for through the scheduling software. Voluntary overtime will be awarded first, by seniority, to those who sign up for a full-shift block, second, by seniority, to those who sign up for the largest block. A shift block is defined as the vacancy posted, within the standard scheduled shift.

B. As soon as overtime becomes available, it shall be posted and filled in accordance with Section 15.5 of this CBA.

C. Any employee may volunteer for all scheduled overtime and the overtime will be filled by the most senior volunteer within the subsets listed above.

Scheduled Mandatory Overtime

A. Any overtime that is assigned to an employee as part of the standard scheduled work week not to exceed 20 hours per week, and:

B. Includes overtime that is assigned to an employee after the Schedule and VOT has been posted but with advance notice (not day of), not to exceed 20 hours per week.

1. In the event that this type of overtime is assigned, the employer shall rotate the mandatory overtime to available employees on an equitable basis.
2. Every attempt shall be made to ensure a mandated employee is mandated into overtime that is attached to their regularly scheduled shift and to ensure employees are not mandated on their days off.

C. An employee with approved PTO can pick up any voluntary overtime on a day off to be exchanged for PTO hours. An unapproved PTO (late, call off, etc.) will void the ability to exchange the hours. The scheduler must be notified of the exchange request by 0800 on Monday of the following week.

D. Any Employee, who works twenty (20) hours of overtime in a week, will be exempt from any additional scheduled mandatory overtime within that same schedule week. These employees are subject to on the spot mandates.

On the Spot Mandatory Overtime

A. Any overtime that is assigned (day of) to an employee caused by an immediate need. This overtime will be assigned in four (4) hour blocks and assigned by shift by skill set, with 1st least hours worked per week, 2nd least hours worked per day, 3rd least seniority.

B. The exception to all of Article 15.5 will be in cases where any unscheduled mandatory overtime will be given to the employee due to situations that arise, (i.e. call offs, terminations, resignations, etc) or where the operations of the 911 center is compromised.

1. No employee shall be denied voluntary overtime in order to mandate that same employee to another block of time. Any employee who removes themselves from overtime in the scheduling software, before the overtime is awarded, will be subject to mandation.
2. Employees may give away "on the spot" or “scheduled” mandatory overtime to another employee, however subject to additional mandates, so long as they are signed off to perform the same duties and the overtime does not violate any overtime provisions or infringe on any other already approved/scheduled overtime.
   When giving away “on the spot” mandatory overtime, the employee who is giving away the overtime has the responsibility to notify a supervisor on duty, in writing and prior to the start of the mandated shift, of whom they have given the overtime to. When giving away “scheduled” mandatory overtime, the employee giving away the overtime has the responsibility to notify the Ops Manager and/or Shift Supervisor on Duty in writing one shift prior. For “on the spot” giveaways, must be approved by Ops Manager and/or Shift Supervisor on Duty.
3. Available hours for the current bid period will be posted for a minimum of 5 days. All hours posted as of 0800 Monday, with the exception of weeks where a holiday falls, will be awarded to any employee volunteering to cover those hours following the same overtime process detailed in 15.5. Available hours outside of the current bid period will be posted for a minimum of 24 to allow all shifts the opportunity to volunteer for these hours.

Sections 15.5 through 15.10 shall apply to all other Departments covered by this Agreement:

15.5 No employee shall begin work prior to his/her regularly scheduled hours of work without supervisory approval.

15.6 All time worked in excess of eight (8) hours in any one (1) day or forty (40) straight time hours in any one (1) week shall be paid at the rate of time and one-half. 15.7 Overtime set forth in the CBA will be calculated in accordance with the manner calculated by the County's time entry system. Specifically, daily overtime shall be calculated as any hours worked in excess of eight (8), ten (10), or twelve (12) in any workday (depending on bid); specifically examining hours worked. a. When an employee works a shift in addition to the employee's pre-assigned shift, the first eight (8), ten (10), or twelve (12) hours shall be calculated as regular hours and the additional hours of work in excess shall be calculated as overtime. b. By way of specific example, an employee who is assigned to the 8:00am to 4:00pm shift and volunteers to work the midnight to 8:00am shift leading up to the preassigned shift, shall have the 12:00am to 8:00am shift calculated as regular straight time and the 8:00 am to 4:00 pm shift calculated as overtime hours. 15.8 No overtime shall be granted to any employee until and unless such an

employee has received permission to work in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week as approved by the Executive Director/Director/Supervisor and the County Commissioners or their designees.

15.9 When overtime is needed and/or required for Departments other than Communications, the overtime work shall be filled by utilizing the procedure detailed below:

A daily/weekly sign-up list for overtime will be posted at a place agreed upon by the employees and management. Anyone wishing to be considered for overtime for the day/week will need to sign the list prior to the start of their shift.

First: Voluntary: Qualified within the required classification on the basis of department seniority.

Second: Voluntary: Qualified within the department on the basis of department seniority.

Third: Qualified seasonal employees with hours worked for the week plus hours scheduled to work for the week equaling less than forty (40) hours.

Fourth: Mandatory: Qualified within the required classification on a rotating basis beginning with the employee with the least amount of department seniority.

Fifth: Mandatory: Qualified within the department on a rotating basis beginning with the employee with the least amount of department seniority.

An employee will not be required to work more than twelve (12) consecutive hours beginning with the time an employee first punches in.

An employee who works twelve (12) hours will be exempt from mandatory overtime work for a total of twenty-four (24) hours unless the overtime procedure listed above has been exhausted, there is no other employee in the department available to work the overtime, and the overtime is necessary for continued operations.

In the event of an immediate emergency, the County shall determine who will respond to the emergency.

During election periods or other extraordinary operational needs, the County may require employees to work in excess of the standard twelve (12) consecutive hours or beyond the normal biweekly limits. Employees working extended hours during these periods will continue to receive applicable overtime compensation.
To ensure operational coverage, management may temporarily assign or request assistance from non-union employees or volunteers. The County will make reasonable efforts to provide equitable scheduling while maintaining critical services.

15.10 There shall be no duplication (pyramiding) of any premium or benefit payments as defined in this or any other article of this agreement. Under any and all conditions only one premium shall apply and this shall be the highest of the alternative available. For the purposes of this Article, shift differential will be considered part of base pay. This shall apply to ALL members of this bargaining unit.

ARTICLE 16
WAGES

16.1 Employees hired will receive the following starting pay per hour:

	1/1/2026 Start Rate	1/1/2027 Start Rate	1/1/2028 Start Rate	1/1/2029 Start Rate
Class 1	$16.00	$16.16	$16.32	$16.48
Class 2	$16.55	$16.72	$16,88	$17.05
Class 3	$17.64	$17.82	$17.99	$18.17
Class 4	$19.07	$19.26	$19.45	$19.65
Class 5	$20.12	$20.32	$20.52	$20.73
Class 6	$21.51	$21.73	$21.94	$22.16
Class 7	$21.56	$21.78	$21.99	$22.21

* Start rates will increase from 2026-2029 at the rate of 1% less than the general pay increase.

Class 1	Custodial Worker - Maintenance Facilities Management Clerk I - Voter's, Assessment Bilingual Clerk - Voter's
Class 2	Administrative Assistant – Parks Clerk II – Voter's, Assessment
Class 3	Clerk III – Voter's, Assessment Maintenance Worker – Maintenance Facilities Management Material Handler - Maintenance Facilities Management
Class 4	Appraiser I – Assessment, Group Leader
Class 5	Appraiser II – Assessment
Class 6	Mechanic-Fleet
Class 7	911 Dispatch Trainee

A 911 Trainee obtaining one skill set, becoming a 911 Telecommunicator 1, will receive a $.50/hr. increase.

A 911 Telecommunicator 1 (with one skill set) progressing to 911 Telecommunicator 2 with two skill sets will receive an additional $1.00/hr. increase
A 911 Telecommunicator 2 (with two skill sets) progressing to a 911 Telecommunicator 3 with three skill sets will receive an additional $1.00/hr. increase.
A 911 Telecommunicator 3 (with three skill sets) progressing a 911 Telecommunicator 4 with four skill sets will receive an additional $1.00/hr. increase.
A 911 Telecommunicator 4 (with four skill sets) progressing to a 911 Telecommunicator 5 with five skill sets will receive an additional $1.00/hr. increase.

“Skill sets” are defined as the following, in no particular order: Call Taker, County Police, City Police, Fire/EMS, & Scope

16.2 Effective January 1, 2026, general pay increases shall be as follows:

Classifications 1, 2 and 3: $1.25/hour
Classifications 4 and 5 $1.00/hour
Classifications 6 and 7: $0.75/hour

16.3 Effective January 1, 2027, all employees shall receive 2.5% general pay increase.

16.4 Effective January 1, 2028, all employees shall receive a 2.5% general pay increase.

16.4 Effective January 1, 2029, all employees shall receive a 2.5% general pay increase.

16.5 Employees promoted to Appraiser 2 will receive $1.00 per hour over the rate the employee was receiving at the time of promotion.

It is agreed that a one-time only $3,000 increase will be given to the Appraiser 1's base rate when they pass the state exam. This increase will be equal to $1.44 per hour. The difference in the increase will also apply to current Appraisers who have passed the state exam previously.

Employees promoted to Crew Leader/ Team Leader will receive $1.00 per hour over the rate the employee was making at the time of promotion.

In the event that a fleet vehicle is not available, Appraisers shall receive mileage reimbursement in accordance with the Federal guidelines if required to utilize personal vehicle for work purposes, personal vehicle usage cannot be required to carpool Employees are required to carpool whenever possible.

Employees in regular full-time or part-time positions that are moving from one class to another (Material Handler – Maintenance Facilities Management, Appraiser I – Assessment and Appraiser II – Assessment) will receive $1.00 per hour increase.

Employees in the positions that are moving from one class to another (Material Handler - Maintenance Facilities Management, Clerk-Team Leader, Appraiser I – Assessment and Appraiser II – Assessment) will receive an adjustment equal to the difference between the new classification start rate and the old classification start rate plus the general pay increase.

16.6 One Spanish- speaking employee in the Voter/Elections office, and one Spanish-speaking employee in the Assessment Office will receive $0.50 per hour increase. Proficiency in the second language must be proven.

16.7 Employees who obtain their Commercial Driver’s License (CDL) – Class A will be considered Group Leader/Operator 1 and receive a $2.00 pay increase on their pay rate at the time of obtainment. Employees who are hired with the CDL-Class A license will be paid $2.00 more than that the start rate.

a. The County will pay for the first test only and ongoing physicals and license renewals.
b. Employees who have their tests paid for will be required to remain employed for a minimum of four (4) years after test date.
c. This does not apply to Communications Center Employees

16.8 Except otherwise provided in this section, bargaining unit members assigned to work second shift, whether a full or partial shift, shall receive $1.50 per hour for such shift differential.

For 911 Communication Center employees, shift differential will be paid as follows:

Any hours worked between 6:00pm and 6:00am will receive one ($1.00) dollar per hour when assigned to work either full or partial shifts.

Any hours worked between 6:00pm Friday to 6:00am Monday will receive two dollars ($2.00) per hour per shift for all departments and for all hours worked. Employees that receive weekend shift differential are not entitled to any other shift differential payment.

ARTICLE 17
WORK OUT OF CLASSIFICATION

17.1 Employees assigned to perform work of a higher classification shall receive the pay rate of the higher classification for all time worked in such higher classification.

17.2 If an employee feels that they are working out of classification, they shall be able to go through the grievance procedure up to and including arbitration. If the Employer and the Union agree the person is working out of classification, they shall be given the higher classification pay adjustment for the period stipulated in 17.1.

17.3 911 Communication Center employees will receive $2.50 per hour for each hour they are serving in the capacity as a Communications Training (CTO).

CTO’s will earn one-half (1/2) hour of "bonus" time for every four (4) hours of training they provide. This time may be used under the same guidelines as scheduled Paid Time Off (PTO) and must be pre-planned and pre-approved. A maximum of forty (40) hours in "bonus" may be accumulated by an employee. Upon separation of employment, any “bonus” time balance will be forfeited.

Decisions regarding training and CTO selection shall remain a managerial right.

ARTICLE 18
WORK RELATED INJURIES

18.1 An employee who sustains a work-related injury as a result of which they are hurt, if so determined by a decision issued under the operation of the Worker's Compensation Program, shall be paid the monies to which they may be entitled under Worker's Compensation.

18.2 Paid time off (PTO) shall not accrue during the period of disability.

18.3 Employees are encouraged to schedule appointments during non-working hours If an appointment must take place during scheduled work time, employees are expected to use available Paid Time Off (PTO)

ARTICLE 19
DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

19.1 The employer shall not demote, suspend, or discharge, or take any disciplinary action against an employee without just cause. Said action shall be taken by the employer within fifteen (15) calendar days of its occurrence or knowledge thereof, in accordance with the provisions of this section.

19.2 An employee may appeal a demotion, suspension, or discharge beginning at the third step of the grievance procedure. The Union shall be notified by the Employer in writing within four (4) calendar days of any demotion, suspension, discharge or of the Employer's need to request an extension in order to complete their investigation,

19.3 The employer will implement a demotion, suspension or discharge within fourteen (14) calendar days after the decision to demote, suspend, or discharge has been made.

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

19.5 Discipline that is a year old or older will not be used for progressive discipline. Such discipline may be kept in the employee's personnel file but will not be taken into consideration for further disciplinary action if it is a year or older and not relevant to the current situation. However, egregious behavioral offenses, including but not limited to insubordination, harassment, or violence are exceptions and will remain subject to consideration regardless of age.

19.6 COMMUNICATIONS CENTER:

Discipline may be issued in any of the (3) areas:

1.) Attendance Related,
2.) Performance Related, and
3.) Mandate Refusals.

When a violation occurs warranting discipline, a supervisor may begin disciplinary action in any of the steps outlined below depending on the seriousness of the offense:

Verbal Reprimand
Written Reprimand
1 Day Suspension
3 Day Suspension
5 Day Suspension
Termination

19.7 If an investigation is necessary to determine if or what action is required, the investigation will be completed within 30 calendar days. A Loudermill hearing will occur within fifteen (15) calendar days of the completed investigation. It is the employees'

responsibility to make arrangements with the Union Steward prior to the scheduled Loudermill. If the employee fails to make arrangements with a Steward and fails to provide notice to management of a request to reschedule, the Loudermill hearing will be held, as scheduled.

If found warranted, the discipline (E-CAR) will be issued within fifteen (15) calendar days of the date the hearing took place, unless additional information is received during the pre-disciplinary hearing that warrants further investigation.

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

ARTICLE 20
SENIORITY AND VACANCIES

20.1 Bargaining unit seniority, qualification, skill and ability shall be the determining factors in all cases of promotion, demotion, transfer, increase or decrease of working force, layoff or recall. When involved employees are of equal qualifications, seniority shall be the determining factor. A list of each employee's seniority shall be given to the President of the Local and Union Staff Representative quarterly. For employees with the same date of hire, seniority shall be determined by order of birthday month and day.

20.2 The employer agrees to post Bargaining Unit vacancies for a period of seven (7) calendar days. During this period, any Bargaining Unit employee may apply in writing for such job. If one (1) or more employees bid on the posted vacancy, it shall then be filled within fifteen (15) working days, provided the employee(s) bidding on such vacancy possess the necessary skill and ability to perform such job. For purposes of this Article, skill and ability being equal, the employer shall offer the vacancy to the employee with greater seniority.

20.3 A vacancy shall be any position which has become open by reason of termination of employment, promotion, transfer, or demotion of the previous employee and any position which becomes available by reason of an increase in working forces made by the employer, except as hereinafter provided;

1. Vacations, illness, injury and leaves of absence shall be considered temporary vacancies, therefore not subject to the job posting procedure.
2. Whenever the employer posts vacancies, any employee within the Bargaining Unit shall have the opportunity to apply for said position, providing they possesses the necessary skill and ability.
3. If more than one (1) employee applies, the employer shall offer the vacancy to the employee with the required skill and ability, and when the required skill and ability are equal among two (2) or more employees, seniority shall prevail. It is further understood and agreed that this Section shall not prevent the employer from hiring from outside of the Bargaining unit providing, however, that those persons bidding on said position(s) do not possess the required skill and ability and the new hire has the required skill and ability prior to employment.
4. For purposes of this Article, no employee shall voluntarily move from one (1) position to another more than one (1) time within a six (6) month period.

5. Bargaining Unit Members that transfer or bid into a vacancy shall serve a ninety (90) day probationary period. In the event that the employee is unable to satisfactorily perform the duties and/or responsibilities of the new position, they shall be entitled to be reinstated in their former position.
6. For 911 Communications Center: Shift vacancies that arise will be filled during a bi-annual posting and bidding period during which all bargaining members, except those with a call-taker only skillset, will have the opportunity to bid for said vacancy. Eligible bargaining members will submit a bid request in writing or via email to change shifts. Employees designated as a 911 Telecommunicator 1 (one skillset) will not be permitted to bid for a shift or relief group and can be re-assigned to any shift or relief group with as little as two (2) weeks' advance notice. The decision on the bid awards will be determined based on seniority as well as achieving an operational balance of needed skillsets across all of the shifts. At managements discretion, and based on an identified operational need, the posting and bidding period may occur on a quarterly basis. Additionally, management reserves the right during the interval between posting and bidding periods to make the necessary adjustments to an employee's shift schedule based on operational need.

20.4 Seniority shall be terminated for any of the following reasons:

If an employee resigns.

If an employee is discharged for just cause.

If an employee is absent from work for three (3) consecutive days without notifying the County.

If a laid-off employee fails to give notice of his/her intent to return within twenty-four (24) hours or fails to return within five (5) days of notice.

If an employee does not return to work on his/her first scheduled day of work following an approved leave of absence or a disciplinary layoff.

20.5 Bumping/layoff:

An employee shall be laid off in order of seniority within his/her job classification. Employees will be permitted to bump any employee lower in seniority provided that they are qualified to do the job. The employee laid off shall first bump the junior employee within his/her department. If not successful in bumping junior employee within their department the employee then shall bump junior employee outside of the department. The junior employee thus affected may in turn bump according to the above procedure. The bumped employee shall have the right to his/her former job when a vacancy occurs within one year from date of being laid off. An employee who refuses to go back to his/her former job when recalled shall forfeit his/her right to that job. Recall shall be based on seniority.

Such employees shall be placed on a preferential hiring list from which the Employer agrees to draw as vacancies occur.

Recall of such of affected employees shall be in the order of seniority.

If employee refuses recall offer, they will be removed from the recall list.

ARTICLE 21
GRIEVANCE PROCEDURE

21.1 Grievance Procedure Definitions;

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

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

21.2 Scope of Grievance Procedure:

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 constructed as a grievance.

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

21.3 Informal Settlement of Alleged Grievances:

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/her immediate supervisor.

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

21.4 Miscellaneous Provisions:

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 written mutual consent of the parties.

Grievances not responded to by the Union within the prescribed time limits shall be considered dropped and shall not be further appealed or filed as new grievances.

Grievances not responded to by the Employer within the prescribed time limits may be processed to the next step in the grievance procedure.

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

The Bargaining Representative shall inform the County in writing of all persons authorized to settle grievances on a 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 (1) and above shall be in writing with reasons.

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. 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.

Any grievance settled in Step 1 and 2 shall not be a precedent.

21.5 Procedural Steps for Grievance Processing:

Disputes or grievances between the parties shall be resolved in the following manner:

Step 1. The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within 15 working days of its occurrence, or knowledge thereof. The supervisor shall then attempt to adjust the matter and shall respond to the steward 15 working days. Working days shall include: Saturday, Sunday and Holidays for full week operations.

Step 2. And, if unsettled, a grievance shall be presented in writing by the Union Steward or the Union Staff Representative to the Department Director within 15 working days after the supervisor's response is due. The Department Director shall respond to the Union Steward or the Grievance Committee in writing within five (5) working days.

Step 3. If the grievance still remains unresolved, it shall then be presented by the Union's designee in writing within fifteen (15) calendar days after the response of the Department Director is due. The Director of Human Resources shall respond to the Union in writing within fifteen (15) calendar days.

Step 4.If the grievance is still unsettled, either party shall, upon written notification to the other within fifteen (15) calendar days after the Director of Human Resources response is due, request arbitration.

Employees within their 90 day probationary period shall not have recourse to the Grievance Procedure for just cause Grievances.

For 911 Communications Center:

Step 1. The Union Steward, with or without the employee, shall take up the grievance or dispute with the Deputy Director, Operations Managers or the Supervisor on Duty within fifteen (15) working days of its occurrence, or knowledge thereof. The Deputy Director of Operations or , Operations Managers or the Supervisor on Duty shall then attempt to adjust the matter and shall respond to the steward within fifteen (15) calendar days. Working days shall include: Saturday, Sunday and Holidays for full week operations.

Step 2. And, if unsettled, a grievance shall be presented in writing by the Union Steward or the Union Staff Representative to the Department Director within fifteen (15) working days after the supervisor's response is due. The Department Director shall respond to the Union Steward or the Grievance Committee in writing within fifteen (15) calendar days.

Any grievance settled in Step 1 and 2 shall not be a precedent.

Step 3. If the grievance still remains unresolved, it shall then be presented by the Union's designee in writing within fifteen (15) calendar days after the response of the Department Director is due. The Director of Human Resources shall respond to the Union in writing within fifteen (15) calendar days.

Step 4. If the grievance is still unsettled, either party shall, upon written notification to the other within fifteen (15) calendar days after the Director of Human Resources response is due, request arbitration.

Employees within their 180 day probationary period shall not have recourse to the Grievance Procedure for just cause Grievances.

21.6 Any question involving the application or interpretation of the Instant Agreement as well as unresolved disputes after the third step of the grievance procedure, shall be submitted to the American Arbitration Association (AAA) for an arbitration hearing or Pennsylvania Bureau of Mediation for a mediation hearing. The parties shall secure a list of seven (7) arbitrators, mutually agreed upon by both parties, either from the AAA or Bureau of Mediation. If the parties are unable to reach a mutually agreed upon arbitrator list, the American Arbitration Association shall prevail. After the list is selected, the parties will strike alternately beginning with the Employer striking first; the remaining name shall be the impartial arbitrator.

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

Payment of the impartial arbitrator shall be borne equally by the two (2) parties. Each party shall assume the responsibility for payment of its side.

ARTICLE 22
PROBATIONARY EMPLOYEES

22.1 For Departments other than the Communications Department there shall be a probationary period of ninety (90) calendar days during which the employee shall not have recourse to the grievance procedure for just cause grievances. After ninety (90) calendar days of employment, employees shall begin to accrue seniority pursuant to the terms of this Agreement, retroactive to date of employment.

The probationary period for the Communications Department employees shall be one hundred and eighty (180) calendar days during which the employee shall not have recourse to the grievance procedure for just cause grievances. After ninety (90) calendar days of employment, employees shall begin to accrue seniority pursuant to the terms of this Agreement, retroactive to date of employment.

ARTICLE 23
CIVIL LEAVE

23.1 Employees subpoenaed for Jury Duty shall be granted time off with pay while attending Court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable.

23.2 Effective upon the signing of this Agreement, employees subpoenaed for jury duty shall be granted time off while attending Court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable. Upon presentation to the Employer of evidence of pay for jury duty, the employee will be reimbursed in an amount equivalent to the difference between his/her straight time rate of pay and monies received in compensation for jury duty.

23.3 Employees who are summoned to testify in a court case, to which they are not an interested party, will be granted time off while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable.

ARTICLE 24
HOSPITALIZATION AND LIFE INSURANCE

24.1 The Employer shall provide Health Insurance Coverage for eligible employees and dependents after the first day of the month following the date of hire, upon application by the employee. Such coverage shall be at the current 35 Health Insurance program level in the following plans; 1.) A PPO Preferred Plan or 2.) A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA).

24.2 Other benefits such as life insurance and short-term disability coverage will become effective the first day of the month following the ninetieth (90th) day of employment.

24.3 Employees who choose health insurance coverage shall be required to contribute the following percentages of the annual "premium":

	Preferred	**HDHP**
1/1/2026	8%	5%
1/1/2027	8%	5%
1/1/2028	8%	5%
1/1/2029	8%	5%

Premium contribution increase shall not exceed $35.00 in bi-weekly payroll deduction from 2026-2029.

There shall be a spousal surcharge per month for any employee spouse covered by County healthcare and who has alternate insurance coverage available to him or her, i.e. through the spouse’s employer. The monthly spousal surcharge amount will be $100.00 for each month of the term of this contract.

24.4 For the HDHP, the County of York will fund a Health Savings Account (HSA) with $800 for single coverage and $1,600 for coverage other than single in each of 2026, 2027, 2028, and 2029.

New Hire employees who enroll in the HDHP will receive a pro-rated HSA contribution during their first year of eligibility based upon eligibility date of benefits as follows:

Eligibility for Benefits	HSA Amount
January 1st through March 31st	100%
April 1st through June 30th	75%
July 1st through December 31st	50%

24.5 Deductibles, Out-of-Pocket Limits, Co-Pays, and Co-Insurance
Effective January 1, 2026

A. Annual Deductible & Out-of-Pocket Maximums

Benefit	Preferred	HDHP
Annual Deductible	$250Individual/$500 Family	$2,000 Individual / $4,000 Family
Coinsurance (Employee Pays)	20% after deductible	20% after deductible
Out-of-Pocket Maximum	$2,000Individual/ $4,000 Family (except Rx)	$2,500 Individual / $5,000 Family (except Rx)
Preventive Care – Adult/Children Services	Covered in full	Covered in full

**Refer to plan documents for more detailed explanation on benefits.*

B. Office Visit Co-Pays (General Practitioner / Specialist)

Year	Preferred	HDHP
2026	$25.00 / $40.00	20% after deductible
2027	$25.00 / $40.00	20% after deductible
2028	$25.00 / $40.00	20% after deductible
2029	$25.00 / $40.00	20% after deductible

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

C. Emergency Room & Urgent Care Visits

Year	Emergency Room – Preferred*	Emergency Room – HDHP	Urgent Care – Preferred	Urgent Care – HDHP
2026	$150.00	20% after deductible	$50.00	20% after deductible
2027	$150.00	20% after deductible	$50.00	20% after deductible
2028	$150.00	20% after deductible	$50.00	20% after deductible
2029	$150.00	20% after deductible	$50.00	20% after deductible

**Emergency Room co-pay waived if admitted.*

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

24.8 Prescription Drug Copays
Effective January 1, 2026
HDHP participants must meet their deductible before these copays are applicable.

A. Retail Pharmacy (30-Day Supply)

Year	Generic	Formulary	Non-Formulary
2026	$10.00	$30.00	$50.00
2027	$10.00	$30.00	$50.00
2028	$10.00	$30.00	$60.00
2029	$10.00	$30.00	$60.00

B. Mail-Order Pharmacy (90-Day Supply)

Year	Generic	Formulary	Non-Formulary
2026	$25.00	$70.00	$110.00
2027	$25.00	$70.00	$110.00
2028	$25.00	$80.00	$120.00
2029	$25.00	$80.00	$120.00

C. Specialty Retail Pharmacy (30-Day Supply)

Year	Generic	Formulary	Non-Formulary
2026	20% – $10 min / $60 max	30% – $0 min / $110 max	40% – $60 min / $225 max
2027	20% – $10 min / $60 max	30% – $0 min / $110 max	40% – $60 min / $225 max
2028	20% – $10 min / $60 max	30% – $40 min / $110 max	40% – $60 min / $225 max
2029	20% – $10 min / $60 max	30% – $40 min / $110 max	40% – $60 min / $225 max

D. Specialty Mail-Order Pharmacy (90-Day Supply)

Year	Generic	Formulary	Non-Formulary
2026	20% – $30 min / $135 max	30% – $80 min / $260 max	40% – $110 min / $470 max
2027	20% – $30 min / $135 max	30% – $80 min / $260 max	40% – $110 min / $470 max
2028	20% – $30 min / $135 max	30% – $80 min / $260 max	40% – $110 min / $470 max
2029	20% – $30 min / $135 max	30% – $80 min / $260 max	40% – $110 min / $470 max

E. Additional Provisions

- Employees must use generic drugs if available unless a doctor’s note requires a non-generic.

- Employees without a doctor's note who fail to use generic drugs will be responsible for the non-formulary brand premium share rate.
- Employees are required to use mail order for all prescriptions of three (3) months or more.
- Employees are responsible for covering the costs of all applicable co-payments.

24.9 If an employee experiences a "qualifying event", which affects their eligibility or that of a dependent during the year, they have 31 days to notify the Benefits Office of the event and request a change to their benefit(s) elections. Examples of a qualifying event would be:
- Marriage
- Divorce
- Birth/Adoption
- Death
- Loss of Insurance/Gain New Insurance
- Dependent reaches age limit (26)

Failure to notify the benefits office within 31 days of a "qualifying event" will result in any changes being delayed until the next Open Enrollment period.

24.10 The employer will continue to provide dental and vision coverage. Eligibility rules and contributions shall be the same as non-affiliated employees.

24.11 Employees hired on or after January 1, 1989, shall not be entitled to paid health and/or life insurance benefits at 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 prior to retirement. Employees hired before January 1, 1989, shall be required to remain with the same health insurance coverage as the current members of the Bargaining Unit. Employees who retire after the effective date of this award shall contribute premium share at the level in effect upon retirement. If the health insurance coverage of current members of the unit changes in any other aspect, then the health insurance coverage for the retired employee shall also change to match that of the active Bargaining Unit. Upon the retiree's eligibility for Medicare Benefits, County provided health care coverage shall become secondary.

24.12 All members of the bargaining unit shall be entitled to term life insurance in the amount of $35,000 with accidental death and dismemberment rider, effective the first day of the month following the 90th day of employment.

24.13 Employees, who can demonstrate coverage from another source, may "opt out" of all coverage for Hospital, Medical, Dental, Prescription and Vision Insurance and they shall receive $1,200 annually, the year after they "opt out". If an employee and their spouse/child are both employed by the County, the non-contributing spouse/child is not eligible for the "opt out" payment.

Those employees who retire during the year would be eligible for a prorated "opt out" payment in the year following retirement with proof of other insurance coverage during employment. Employees who resign or are involuntarily terminated are not eligible for any "opt out" payment.

24.14 The County is currently reviewing different options for future health insurance plans. In the event that the County establishes a new plan during the term of this agreement, it reserves the right to implement such plan, without any impact or change to existing plans, after meeting/reviewing it with the Union.

ARTICLE 25
RETIREMENT

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

25.2 Changes in Employee contributions to the pension plan such as moving from one (1) percent payment contribution to a higher one shall be optional. Employees shall maintain the percent payment required by law.

25.3 Present Bargaining Unit Members, or those Bargaining Unit Members hired prior to January 1, 1989, shall continue to qualify for the County paid health and life insurance program under the criteria established by the York County Retirement Board.

Employees hired on or after January 1, 1989, shall not be entitled to County paid life and/or health insurance benefits at the time of retirement as stipulated under the County Retirement Board Policy.

25.4 The County reserves the right to change the retirement benefit for eligible new hires upon written notification to the Union. Nothing in this provision is meant to alter the retirement benefits for existing employees or retirees.

ARTICLE 26
GENERAL PROVISIONS

26.1 There shall be no discrimination against an employee because of race, color, creed, national origin, age, sex, marital status, sexual orientation, union affiliation or political affiliation.

26.2 There shall be no prohibition against 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 there from. Employees shall not hold two (2) County jobs.

26.3 The County agrees to reimburse employee for substantiated travel on County business, while required to use their personal vehicles, at the rate commensurate with the Internal Revenue Service scale, in effect at the time the mileage occurred. Approved reimbursements will be paid by the pay period following the pay period in which it was earned. All bargaining unit members within the York County Assessment Office must adhere to the York County Assessment Office's Fleet Vehicle policy attached as Appendix B.

26.4 There shall be no solicitation or distribution to employees for any purpose other than charitable contributions jointly agreed upon by Employer and Union employees.

26.5 There shall be no lockout or strike during the term of this Agreement.

26.6 This Agreement shall apply to regular, thirty-two (32) hour per week, part-time employees who have completed their probationary period. Unless otherwise provided for in this Agreement, employees who work less than thirty-two (32) hours per week shall not receive health care benefits or paid time off.

26.7 Employees may review their personnel file. The review will take place within a reasonable period of time after the employee's request. Material shall not be removed from or added to the file nor shall its contents be altered in any way. Employees are entitled to have a union representative with them when reviewing their file. if there is any disagreement as to the contents of the personnel file, an employee shall have the right to submit a statement and such statement shall then become part of the personnel file.

26.8 All employees shall be subject to mandatory direct deposit of their paychecks through a banking institution of their choice.

ARTICLE 27
UNIFORMS

27.1 Certain employees, as identified in Sections 27.6-27.9 of this Article, are required to wear a specific uniform while pursuing their duties. The County retains the right to determine which employees will wear uniforms and to designate the uniform to be worn. When uniform changes are to be made (with the exception of the elimination of uniforms), the County agrees to meet and discuss the uniform changes with the Union.

27.2 Employees required to wear uniforms must clean and maintain their uniforms, except Facilities Management employees as noted in Section 27.7 it is agreed that time spent donning uniforms shall not be considered work time or compensable.

27.3 Failure to dress in the required uniform will result in docked pay for lost time incurred for returning home and redressing.

27.4 County issued uniforms that are abused, misused or lost are subject to replacement cost at the employee's expense.

27.5 There will be no alteration to any County provided uniform, except normal repair.

27.6 Employees of the Parks and Recreation Department are required to wear the following as a uniform:

- Tee Shirt bearing the Department logo
- Green Full Length Pants or shorts (consistent with current protocol)
- Safety Shoes (ANSI rated tipped shoes)
- Gloves and Safety Glasses (consistent with current protocol)
- County Photo Identification

In order to comply with this requirement, the County will provide Parks employees with the following:

- 5 Tee Shirts bearing the Department logo
- Long sleeved T-Shirts
- 5 Green Full Length Work Pants or shorts
- 1 Thermal zip front hooded sweatshirt
- 1 County provided Ball Cap
- Gloves
- Safety Glasses
- County Photo Identification

For the term of the agreement, the County shall provide payment of two hundred and twenty five dollars ($225.00) per year towards the purchase of work appropriate shoes for the Parks and Recreation Department, Fleet Management and facilities maintenance and one hundred and twenty five dollars ($125.00) for Appraiser I and Appraiser II in the Assessment Office. Reimbursement to employees shall be made within a reasonable time frame after a sales receipt for the purchase of ANSI rated tipped safety shoes is provided, if required.

27.7 Employees of the Facilities Management Department are required to wear the following as a uniform:

- County provided Trousers
- County provided Shirt
- County provided jacket
- Belt
- Appropriate Footwear

In order to comply with this requirement, the County will provide Facilities Management Department employees with the following;

- 11 Trousers
- 11 Shirts
- 2 Jackets
- County ball cap

Employees of the Facilities Management Department are required to place soiled uniforms in the appropriate storage bin for laundering in accordance with the current Department procedure. Employees of the Facilities Management Department are required to notify their Supervisor if their uniforms are in need of repair.

27.8 911 Communications Center employees refer to the Communications Center Dress Code Policy. Employees will be subject to any changes to this policy during the term of the agreement.

27.9 Appraisers are required to wear the following uniform:

- County provided shirt
- County provided jacket

In order to comply with this requirement, the County will provide the Appraisers with the following that the county shall replace yearly:

- 5 Long sleeve winter weight shirts with collars

- 5 Short sleeve summer shirts with collars
- 1 winter jacket, as needed

27.10 County provided uniforms must be surrendered when an employee separates employment with the County.

ARTICLE 28
SAFETY COMMITTEE

28.1 It is agreed that a Safety Committee shall be formed which shall be comprised of equal representation of Union and management members, for the purpose of meeting and discussing safety problems. Said committee shall meet upon one (1) party notifying the other in writing and submitting the intended issue(s) to be discussed at the meeting.

ARTICLE 29
CALL TIME/STANDBY TIME

29.1 Any Bargaining Unit members required to report to work from home to work outside of his/her regularly scheduled shift, shall be guaranteed a minimum of four (4) hours pay.

29.2 Employees required by the County to stay in a hotel or other appointed place in cases of emergency will be considered to be on standby during the period that the employee is required to be available for emergencies. Only employees who are required to be on standby are entitled to compensation. Employees will be compensated at their regular base pay for standby time or at the overtime rate, if applicable. Employees will be considered to be on standby time until officially released.

29.3 Any Facilities Management, Fleet Management and Parks employees required to work when non-essential County operations are closed for business due to a weather incident will receive time and one half (1 ½) for each hour worked on said day. This provision does not apply to 911 Communications Center employees.

ARTICLE 30
SUCCESSORS

30.1 This Agreement shall be binding upon the parties hereto, and the heirs, executors, administrators, successors, and assigns of each.

ARTICLE 31
SAVINGS CLAUSE

31.1 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 32
UNION BUSINESS

32.1 The Employer agrees to provide a union bulletin board at each work site for the posting of notices, election and other pertinent union information. a. Union Officers shall have the ability to utilize County inter-office mail to distribute notices to bargaining unit employees.

32.2 Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises, but not in work areas, except with special permission, and only after obtaining permission from the Employer or Employer's designee.
For the 911 Communications Center, the designee shall be the Deputy Director of Operations, Operations Manager or Supervisor on Duty. Additionally, time off the floor shall only be granted when it does not harm negatively impact operations. 32.3 The Employer agrees to pay four (4) union employees for reasonable work time spent during contract negotiations and the processing of grievances during their normal working hours.

32.4 The County agrees that a total of two (2) members of the Union who shall be from different departments, be permitted a maximum of five (5) days per person, per year, for attendance at the following meetings: 1) International American Federation of State, County and Municipal Employees Convention; 2) State AFL-CIO Convention; 3) American Federation of State, County and Municipal Employees State Convention 4) Eastern Educational Conference and 5) Women's Conference. Those elected people shall be entitled to use paid time off (PTO), if they have any accrued, if not, they shall be granted said leave without pay, without loss of seniority. It is agreed and understood that these delegates shall notify the Employer as to the date or dates they shall be attending as soon as possible, but in no event any later than thirty (30) days in advance of the convention.

32.5 The union shall be given 15 minutes of orientation time with all new employees, to be conducted by the official union representative. If the official representative is unavailable, the union must designate an alternate representative to ensure the orientation takes place; the orientation cannot be skipped or deferred due to the absence of the regular representative.

32.6 On a quarterly basis, the union shall provide management a list of current stewards.

ARTICLE 33
PRINTING OF CONTRACT

The Employer agrees to have one hundred (100) copies of the Contract produced by the printer of their choice; the Contract shall be printed in the smallest form possible by the Employer's printer. It is further agreed that the Employer shall make known the cost of said printing to the Union, and if the Union is able to have the contract printed at a reduced rate, the Employer agrees to reimburse the Union for half the cost of the printing of the contracts at the reduced rate. The contract shall be printed and distributed within sixty (60) days of ratification.

ARTICLE 34
SUBCONTRACTING

34.1 The County maintains the managerial right to review departmental functions, programs, standards of services, overall budget, utilization of technology, organizational structure, as indicated in Section 702 of Article VII, of (Act 195). In the event the Employer 45 in its discretion determines that a specific department, or portion thereof, may operate more efficiently, and cost effectively through sub-contracting, or the utilization of volunteers, the Employer reserves the right to subcontract such positions.

34.2 Prior to the Employer subcontracting a department or portion thereof, the Employer shall first meet and discuss with the Union regarding its intent, and provide the Union with documentation regarding the costs, and or saving of the change. The Employer shall give the Union the opportunity to respond in a timely fashion prior to the subcontracting. In the event a department or portion thereof is eliminated, through privatization or subcontracting, the Employer may attempt to offer other available County positions to those bargaining unit members, if available, based upon the Employee's qualification, skill and ability.

34.3 Disputes related to this Article shall be subject to the Grievance procedure.

ARTICLE 35
LENGTH OF AGREEMENT

35.1 All items of the Instant Agreement, unless otherwise noted, shall become effective January 1, 2026, This Agreement shall remain in full force in effect until midnight December 31, 2029.

35.2 It is understood that during collective bargaining negotiations for this agreement, both parties had the opportunity to raise and address all issues of concern, This agreement therefore supersedes all prior agreements and extinguishes all past practices, whether written or oral, existing or alleged to have existed prior to the execution of this contract, Moreover, it is understood that the parties are not required to collectively bargain or reach agreements regarding issues which are, or could have been, addressed in this collective bargaining agreement during the term of this agreement. Should a successor collective bargaining agreement not be in place upon the expiration of this agreement, the terms of this existing agreement shall remain in full force and effect until a new agreement is executed.

The parties thereto, through their duly authorized representatives or agents and intending to be legally bound have set their hands and seals this 18th day of March, 2026.

COUNTY OF YORK

Julie Wheeler
President Commissioner

Scott Burford
Vice President Commissioner

P. Douglas Hoke
Commissioner

Clair Doll
Chief Clerk

Tyler Chronister
Chief Financial Officer

AFSCME COUNCIL 13

Nickole L. Baker
Staff Representative

Joyce Vandersloot
Local 1485 President

Barb Bowles
Local 1485 Chief Steward

Richard Beaverson
Local 1485 Steward

KNOW YOUR RIGHTS AND USE THEM

Under your AFSCME contract and federal law, you are guaranteed certain rights to union representation. Know them. Use them.

1. You have a right to union representation, not a specific union representative, at any meeting with management which could possibly result in disciplinary action against you.

2. Whenever you are called to a meeting with management, explicitly ask about the specific nature of the meeting.

3. Before beginning the meeting, or at any time you believe the meeting is covering areas that might result in discipline, you must explicitly ask for union representation.

4. Prior to proceeding with the meeting, confer with your union representative and discuss the matters at issue in the meeting.

5. If you have any questions, ask your union representative.

AFSCME MEMBER RESOURCE CENTER
1-800-523-7263

YORK COUNTY, PA. **POLICY MANUAL**

POLICY NUMBER: AW - 1.2 **EFFECTIVE DATE: January 15, 2025**

SUBJECT: Bereavement Leave **PREPARED BY: Policy Committee**

APPROVED BY COMMISSIONERS: January 15, 2025

This policy applies to all departments and employees except if superseded by a bargaining unit agreement, a term or condition of employment subject to the negotiation process, or court-appointed policy.

I. PURPOSE

The County of York recognizes the need for time away from work in instances of personal loss. The purpose of this policy is to establish the protocol for leave of absence with pay for a death in the immediate family.

II. POLICY

It is the policy of the County of York to provide a leave of absence with pay to full-time employees who have a death in the immediate family. This leave of absence is granted in recognition of the need to attend the funeral and to make other arrangements associated with the death.

III. DEFINITIONS

A. ***Domestic Partner***- an opposite or same-sex partner who is at least 18 years of age and resides with the employee for at least one (1) consecutive year.

B. ***Funeral/Memorial Service*** - the service or ceremony held in conjunction with a burial or cremation of a deceased individual.

C. ***Immediate Family*** - immediate family includes parent, stepparent, spouse, child, stepchild, sibling, stepsibling, grandparent, grandchild, great-grandparent, parent-in-law, son or daughter-in-law, grandparent-in-law, aunt, uncle, niece, nephew, and brother or sister-in-law.

D. ***Parent-in-law, brother-in-law, sister-in-law, and grandparent-in-law*** - the father, mother, brother, sister, or grandparent of the employee's current spouse or domestic partner.

IV. PROCEDURE

A. Request for Bereavement Leave

1. Employees shall request bereavement leave through their department Director no later than the first scheduled workday following the death of an immediate family member.
2. The County of York reserves the right to request all pertinent information including the deceased relative's name, the name and address of the funeral home, the date of the funeral, copy of the obituary, fetal death certificate, or other death notice.

Policy Number: AW - 1.2

B. Granting of Paid Bereavement Leave

1. Death of a parent, parent-in law, step-parent, spouse, domestic partner, child, step-child, sibling or step-sibling
   a. Full-time employees may be granted up to five (5) workdays of leave with pay for each occurrence.
   b. The five (5) workdays shall include the day of the funeral or memorial service.
   c. The five (5) workdays do not need to be consecutive.

2. Death of a grandparent, grandchild, in-law (son, daughter, brother, sister or grandparent), aunt, uncle, niece, nephew or great-grandparent
   a. Full-time employees may be granted up to three (3) workdays of leave with pay for each occurrence.
   b. The three (3) workdays shall include the day of the funeral or memorial service.
   c. The three (3) workdays do not need to be consecutive.

4. Death of any relative residing in the employee's immediate household
   a. Consideration for leave and the number of workdays of leave with pay will be determined on a case-by-case basis upon the death of a relative residing for an extended period of time in the employee's immediate household.

5. Death of an unborn child, provided that the Pennsylvania Department of Health issues a fetal death certificate, provided that a copy of such certificate is provided as soon as practicable.

   a. Full-time employees may be granted up to five (5) workdays of leave with pay for each occurrence.

C. Need for Additional Leave

If employees need additional time away from work in excess of the paid bereavement leave, they may use accrued vacation time or paid time off with approval of their Department Director and Elected Official or the Executive Director of Human Resources or their designee. Employees may request a leave of absence per the Leave of Absence Policy.

D. Part-time Employees

Part-time employees may request a leave of absence with the approval of their supervisor and Elected Official or the Executive Director - Human Resources or designee for time needed away from work.

E. Grief Assistance

The County is concerned for the well being of employees. The County EAP Program provides assistance and counseling for employees to deal with grief and other issues associated with death in the family.

F. Use of Bereavement Leave

Employees entitled to bereavement leave need not use each day consecutively. However, the use of bereavement leave must be reasonably related to the death of the applicable relative and all associated activities, such as funerals, funeral arrangements, memorial services, and other pertinent matters related to the affairs of the decedent. Bereavement days may not be used on a County holiday unless such holiday occurs within 30 days of the death of the relative.

Policy Number: AW - 1.2

RELATED COUNTY POLICIES:	Vacation Benefits
	Leave of Absence Without Pay
	Paid Time Off Benefit
RELATED FORMS:	None
ORIGINAL DATE ESTABLISHED:	December 2004
REVISION DATES:	December 2010, June 2019, August 2024

YORK COUNTY, PA	POLICY MANUAL
POLICY NUMBER: MI – 12.2	EFFECTIVE DATE: January 1, 2014
SUBJECT: County Fleet Management	PREPARED BY: Policy Committee and
APPROVED BY COMMISSIONERS:	Fleet Management Advisory Committee

This policy applies to all departments and employees except if superseded by a bargaining unit agreement, a term or condition of employment subject to the negotiation process or court-appointed policy.

I. PURPOSE

The County of York owns, leases and/or rents licensed motor vehicles and equipment to be used to perform work-related duties. The County recognizes that the use of motor vehicles and equipment is both necessary to perform many business functions and that operating a motor vehicle or equipment represents a potentially hazardous activity.

The purpose of this policy is to document and implement formal guidelines regarding all aspects of management of the County's fleet and equipment to assure the safety of employees and the public; to maximize utilization of the motorized fleet and equipment; to minimize damage to County property, and; to minimize the loss to our clients of public services.

II. POLICY

It is the policy of the County of York that acquisition, replacement, operation, maintenance, and disposal of all County vehicles and equipment are centralized through the County Fleet Management Program under the auspices of the Director – Parks and Natural Resources Division. The County Fleet Management Program is designed to conform to the best practices for public entities. The Program includes, but is not limited to, qualifications for drivers, establishment of safe driving practices and rules, planned inspection and maintenance of vehicles, and the reporting, investigation, and review of accidents.

It is further the policy of the County of York that all County vehicles and equipment will be maintained and operated in a manner to assure safe, efficient, and effective operations to accomplish the business objectives of the County. All individuals authorized to operate a County vehicle will do so in a safe and courteous fashion following all applicable federal, state, and local operator vehicle laws and regulations, as well as all County policies.

This policy also applies to approved County-affiliated agencies participating in the Fleet Management Program including, but not limited to, the York County Planning Commission, the York County Conservation District, and the York County Penn State Cooperative Extension. County-affiliated agencies participating in the Fleet Management Program are not eligible to participate in the acquisition process as delineated in Section IV. Q – Acquisition.

In using County vehicles, it should always be remembered that the County vehicle represents the County to the public.

III. DEFINITIONS

A. ***Client*** – clients/customers of County agencies and departments, prisoners, visitors to County agencies and departments, and others with a business relationship or need who are not employees of the County.

B. ***County Vehicle*** – any vehicle owned, leased and/or rented by, or on behalf of, the County of York.

C. ***Departmental Fleet Administrator*** – an individual in each department with a County vehicle, who has been assigned by the Elected Official, Executive Director, or Director to oversee departmental fleet activities in accordance with the Fleet Management Program duties and responsibilities, as outlined. In departments without a designated Departmental Fleet Administrator, the Elected Official, Executive Director, or Director will function as the Departmental Fleet Administrator.

D. ***Employee*** – an individual who works and/or performs services for the County of York and receives compensation for the work.

E. ***Equipment*** – all non-specialized, motorized equipment to include, but not limited to, mowers, snow blowers, weed-wackers, leaf blowers, and chain saws.

F. ***Fleet*** – all County vehicles.

G. ***Fleet Management Directives*** – written standard operating procedures and instructions for County vehicles and equipment. The Fleet Management Directives are issued by the County Fleet Manager. The Directives are maintained centrally by the County Fleet Manager, and are available, communicated, and administered within each department by the Departmental Fleet Administrator.

H. ***Fleet Management Program*** – a centralized program, under the auspices of the Director – Parks and Natural Resources Division and/or the Fleet Manager, directing all activities necessary to maintain the County fleet and equipment.

I. ***Fleet Manager*** – the individual designated by the County as having overall responsibility for the Fleet Management Program under the auspices of the Director – Parks and Natural Resources Division.

J. ***Leased Vehicle*** – any vehicle under short or long-term contract between the County and an approved vehicle dealership or company.

K. ***Licensed Motor Vehicle*** – any motor vehicle that requires and possesses a current registration, appropriate inspection/emission testing, and valid insurance that can be used on public and non-public roads.

L. ***Personal Vehicle*** – any vehicle that is not owned, leased, or rented by or on behalf of the County of York operated by an employee for County business. Personal vehicles are not addressed in this policy.

M. ***Pool Vehicle*** – an unassigned and/or otherwise undesignated vehicle under the direction of the Fleet Manager that may be used by departments upon written request and availability.

N. ***Rented Vehicle*** – any vehicle rented either locally or during times that employees are traveling on County business, for example, while attending conferences.

O. ***Reportable Accident*** – any accident where there are injuries, property damage, or one of the vehicles must be towed from the scene.

P. ***Student Intern/Extern*** – an individual who is either still in school in advanced studies or a recent graduate, working for the County in a supervised practical training capacity on a paid or unpaid basis, to gain experience.

Q. ***24 x 7 Vehicle*** – any County vehicle assigned by the Board of Commissioners to designated management staff who, due to position, responsibilities, and/or on-call duties 24 hours a day, need to have a vehicle continuously.

R. ***Volunteer/Non-County Employee*** – a person who either performs work for the County on a non-compensated basis or receives compensation from another employer or organization.

S. ***Interactive Wireless Communication Device (IWCD)***- a wireless phone, personal digital assistant, Smartphone, portable or mobile computer or similar devices that can be used for texting, instant messaging, emailing or browsing the Internet, unless excluded by the Pennsylvania Anti-Texting Law, Act #98 of 2011, or as it may be amended.

T. ***Motor Vehicle Record*** - a written record of a particular driver's accidents and traffic violations.

IV. PROCEDURE

A. General

1. County vehicles are to be driven for business purposes only except when expressly authorized as designated in Section IV. H - Personal Use of a County Vehicle.
2. In using County vehicles, it should always be remembered that the County vehicle represents the County to the public.
3. The acquisition, replacement, operation, maintenance, and disposal of all County vehicles and equipment will be centralized through the County Fleet Management Program.
4. All County vehicles will be operated in a safe and courteous fashion. Above all else, do not take chances; safety is a paramount requirement.
5. Drivers will practice defensive driving at all times. A good defensive driver should never have a preventable accident.
   a. Employees will attend a Defensive Driving Class or take an on-line class, scheduled by the County, when an employee has an accident while on County business to ensure good driving behavior.
6. Individuals who are under the influence of alcohol, illegal drugs or prescription drugs that may impair judgment or the ability to operate a motor vehicle safely may not operate a County vehicle.
7. All local, state, and federal laws, ordinances, and regulations of the area being driven through will be followed at all times.
   a. Employees who speed or otherwise violate motor vehicle laws are responsible to pay any and all fines personally.
   b. Parking tickets and other parking violations are also the employee's responsibility.
   c. ALL citations for moving violations which occur while operating a vehicle on County business must be reported to the employee's direct supervisor within one (1) business day. Failure to report a citation could result in discipline up to and including termination.
8. All occupants of the vehicle must wear seat belts at all times when the vehicle is in motion. Child safety seats must be used when required by law.
9. Smoking is prohibited at all times in County vehicles.

10. Employees may not eat in any County vehicle while driving. Employees are discouraged from consuming beverages in any County vehicle.
11. Employees shall not use any Interactive Wireless Communication Device (IWCD) while operating a motor vehicle on County business. If a call, email, or text message needs to be initiated or responded to, the driver must move to a safe location and park the vehicle.
12. All County policies and Fleet Management Directives will be adhered to while operating the vehicle.
13. Job descriptions will include driving responsibilities and the need for a valid and current driver's license as applicable.
    a. All employees driving a vehicle on County business **must** have a valid and current driver's license. Employees required to drive in order to perform their job duties must provide a copy of their driver's license to their immediate Supervisor upon hire and subsequently at the beginning of each calendar year. The Supervisor will then forward information to Human Resources. Should an employee have their license revoked for any reason, they must notify their immediate supervisor within two (2) business days of revocation. Failure to do so could result in discipline, up to and including termination.
    b. All employees driving their personal vehicle on County business must observe the same polices governing the use of County owned vehicles. In addition, upon hire and subsequently at the beginning of every calendar year, the driver must provide a certificate of insurance to Human Resources that shows the minimum state limits of liability. Failure to provide this information could result in discipline, up to and including termination. Individuals driving on County business must be eighteen (18) years of age or older.
    c. During the pre-employment Criminal Background check process, the individual may be subject to a review of his/her Department of Motor Vehicles Record.
14. For those employees who are required to drive as part of their job, the lack of a valid driver's license and/or the inability to make driving accommodations may subject the employee to disciplinary action up to and including termination.
15. For the purpose of this policy, affiliated agencies must adhere to all parts of this policy except for the acquisition process, and provide requested documentation to participate in this program.
16. An employee who drives a County vehicle or their own vehicle on County business is required to report any DUI citations or any citations involving the suspension or revocation of their license, regardless of whether it occurred on duty or off duty, to their immediate supervisor within two (2) business days of the citation. Failure to do so could result in discipline, up to and including termination.

B. Operation of the Vehicle – Need and Prioritization of Departmental Vehicles

1. The Departmental Fleet Administrator will assist in determining the operating needs and prioritization of vehicles for the department.
2. The Departmental Fleet Administrator oversees all aspects of departmental vehicle management.
3. Determining need and prioritization for the use of a County vehicle.
    a. Each department that is responsible for a County vehicle must have departmental procedures for determining need and prioritization.
    b. Refer to the individual departmental procedures for specific guidance and instructions.
    c. Employees should consult with their Elected Official, Executive Director, Director, or designee for the departmental standards and procedures.
4. Employees are encouraged to use a County vehicle when one is available and practical in consideration of other departmental needs.
5. If a County vehicle is not available or practical, the employee's personal vehicle may be used.
6. The County encourages the inter-departmental sharing of vehicles beyond the pool vehicles maintained through the County Garage.

C. Operation of the Vehicle – Need and Prioritization of Pool Vehicles

1. Use of pool vehicles is on a first come, first served basis by contacting the Fleet Manager or his/her designee.
   a. Requests should be made by phone and/or email.
   b. Requests made without advance notice and/or requests for emergency situations may be accommodated depending on availability.
   c. If the request can be accommodated, the Fleet Manager will confirm the reservation.
   d. The cost of fuel will be charged to the user's department budget.
   e. Repairs and maintenance of pool vehicles will be charged to the Fleet Management budget.

D. Operation of the Vehicle – Authorization of Individuals

1. Authorization for an individual to operate a County vehicle:
   a. All authorized individuals operating a County vehicle must be eighteen (18) years of age or older and possess a valid and current driver's license with the appropriate endorsements for the type of vehicle being driven. An employee who drives a County vehicle or their own vehicle on County business is responsible to immediately notify, in a signed statement, the Elected Official, Executive Director, Director, or designee of the revocation or suspension of his/her driver's license or vehicle insurance as applicable. Failure to provide notice may result in disciplinary action up to and including termination of employment.
   b. To operate a County vehicle, the individual must be:
      i. An employee of the County of York who has been authorized and assigned to operate the vehicle.
      ii. A non-County employee of an affiliated agency, including but not limited to, the York County Planning Commission, the York County Conservation District, and/or the York County Penn State Cooperative Extension, who is pre-authorized to operate a County vehicle through the Fleet Manager.
      iii. A student intern/extern who has been authorized and assigned to operate a County vehicle.
      iv. In very rare instances, a volunteer/non-County employee acting on behalf of the County with prior approval. The volunteer must possess a valid and current driver's license with appropriate endorsements for the type of vehicle being driven, proof of insurance, and authorization by the Elected Official, Executive Director, Director or designee. Copies of valid and current driver's license and proof of insurance must be provided to the Director and then forwarded to Human Resources for recordkeeping.
2. Passengers
   a. Authorized passengers in County vehicles are:
      i. Clients, as defined in this policy, who have a business reason or need to be transported.
      ii. County employees with a business reason or need to accompany the driver.
      iii. Passengers in 24 x 7 vehicles. See Section IV.I – 24 x 7 Vehicles.

E. Operation of the Vehicle - Prior to Operating the Vehicle

1. Except in emergency circumstances, a visual inspection will be performed by walking around the entire vehicle prior to <u>each</u> operation of the vehicle by the individual who has been authorized to operate the vehicle.
   a. Any noticeable minor physical damage will be logged on the departmental vehicle log and reported to the Departmental Fleet Administrator in writing at the end of the shift.
   b. Any major physical damage and/or damage which renders the vehicle incapable of being driven, including but not limited to, flat tires or broken tail lights must be logged and <u>immediately</u> reported to the Departmental Fleet Administrator or designee. The authorized individual will follow all instructions provided by the Departmental Fleet Administrator or designee.

2. Complete the departmental vehicle log that is maintained in the vehicle.

F. Operation of the Vehicle – Safety and Other Issues

1. The vehicle must be locked at all times when the vehicle is unoccupied to protect County and personal property.
2. Be aware of your surroundings when parking the vehicle; safe judgment and common sense should be used at all times.
3. Practice fuel conservation when operating County vehicles.
4. Employees shall not use any Interactive Wireless Communication Device (IWCD) while operating a motor vehicle on County business. If a call, email, or text message needs to be initiated or responded to, the driver must move to a safe location and park the vehicle.

G. Operation of the Vehicle - Post-trip Procedures

1. Except in emergency circumstances, the individual who has been authorized to operate the vehicle will perform a visual inspection after each operation of the vehicle.
   a. Any noticeable minor physical damage will be logged on the departmental vehicle log and reported to the Departmental Fleet Administrator in writing no later than the beginning of the employee's next scheduled shift.
   b. Any damage which renders the vehicle incapable of being driven, including but not limited to, flat tires or broken tail lights and any major physical damage must be logged and immediately reported to the Departmental Fleet Administrator. The authorized individual will follow the instructions provided by the Departmental Fleet Administrator.
2. Complete the departmental vehicle log that is maintained in the vehicle.

H. Personal Use of a County Vehicle

1. Personal use of a County vehicle is prohibited with the following exceptions:
   a. Employees who have 24 x 7 vehicles.
   b. Employees who have received prior departmental approval to take a County vehicle home due to position responsibilities and/or for scheduled activities. Only employees and/or approved volunteers should be passengers in these vehicles during times of personal use.

I. 24 x 7 Vehicles

1. The Board of Commissioners has assigned County vehicles to designated employees who, due to position responsibilities and/or on-call duties 24 hours a day, need to have a vehicle continuously. These vehicles are defined as 24 x 7 vehicles in this policy.
2. Employees who have been assigned 24 x 7 vehicles may use the County vehicle for personal use, including transporting passengers.
3. Employees who have a 24 x 7 vehicle must log personal mileage as required by the Internal Revenue Service.
   a. These personal mileage logs will be submitted to the Controller's Office as specified. Refer to Policy MI – 1.4 Travel, Staff Development and Meals.
   b. No departmental vehicle log is required for 24 x 7 vehicles.

J. Rented Vehicles

1. Employees who will be renting a vehicle for County business should contact the Human Resource Department to obtain a copy of the County's insurance card prior to the rental and/or prior to traveling.
2. The County All Line Aggregate Insurance Policy covers all liability and automobile insurance issues when employees are traveling on County business.
3. Employees are requested to decline additional collision coverage offered by the rental company.

K. Accidents on County Business

1. Follow the procedures in the Accident Information Form for all accidents, regardless of severity.
   a. Each driver is required to fill out the Accident Information Form on all accidents in which the vehicle they are driving is involved.
   b. Drivers must report all accidents immediately to their Supervisor and turn in accident reports to Human Resources not later than 24 hours after the accident.
   c. Drivers must report all arrest and traffic convictions to their supervisor. Repeated traffic convictions or failure to report traffic accidents or convictions may result in disciplinary action.
   d. If employees are at fault, the department will be responsible for a set amount of the expense determined by the Chief Clerk each year.
2. For all accidents, refer to the Employee Work-Related Accidents, Illnesses or Injuries and Worker's Compensation Policy and/or the Visitor Injuries Policy, as applicable.
3. Accidents which meet the following criteria will be reviewed and evaluated by the Motor Vehicle Subcommittee:
   a. Accidents involving injury.
   b. Accidents where physical damage exceeds $500, and/or
   c. Accidents in which at least one of the vehicles is towed, and/or
   d. Accidents where an employee driving a County vehicle is cited as causing the accident.
4. Accident evaluation will include, but not be limited to:
   a. Cause of the accident,
   b. Whether the accident was preventable,
   c. Road conditions and other extenuating circumstances,
   d. Actions that can be taken to prevent like accidents in the future,
   e. Employee follow-up and/or disciplinary action as deemed appropriate.

L. Theft and/or Loss of Personal or County Property

1. County and personal property should be locked in the trunk when the vehicle is not occupied.
2. Any loss of personal property left in the vehicle is the responsibility of the individual, not the County.
3. County Property
   a. Any loss of County property from the County vehicle must be reported verbally and in writing by means of the departmental vehicle log to the Elected Official, Executive Director, Director or designee no later than the time the employee returns the vehicle.
   b. It is the responsibility of the Elected Official, Executive Director, Director or designee to notify the Human Resource Department and the Departmental Fleet Administrator of the loss.
   c. The circumstances surrounding the loss of County property will be evaluated individually.
   d. Individuals who are found to have been careless and/or did not follow County policy and procedures, and therefore were at fault for the loss of the property, will be held accountable and may be subject to disciplinary action as appropriate.

M. Care and Maintenance of County Vehicles

1. Roughness and/or carelessness will not be tolerated, and those guilty of damage caused by these actions may be subject to disciplinary action up to and including termination of employment, and may be held responsible for repair costs.
2. Inspections and Routine/Preventive Maintenance
   a. Vehicles under warranty, recall notice, lease agreement, and/or other specialized agreement will follow the manufacturer, lease, or other requirements for maintenance as specified.
   b. Inspections and routine/preventive maintenance, except as designated in Section IV. M. 2.a., will be performed at the County Garage located off Mundis Race Road and Dellinger Road.
   c. Contact the garage directly at 717/840-7231 (24/7 voice mail) for all service appointments.

d. The County garage will confirm all service appointments.
e. After-hours drop-off, a waiting area for those awaiting completion of the vehicle, and/or arrangements for a pool vehicle are available upon request.
f. Every 3,000 – 5,000 miles, each vehicle will be serviced to include a 25-point safety check and oil and filter change.
g. State inspections and emission testing will be performed as mandated annually by the Commonwealth of Pennsylvania.
h. Parts and labor are charged to each department.

3. Major Repairs and Maintenance
   a. The Departmental Fleet Administrator will contact the Fleet Manager directly to schedule major repairs and maintenance for departmental County vehicles.
   b. Employees who are assigned a 24 x 7 vehicle will contact the Fleet Manager directly to schedule major repairs and maintenance.
   c. Prior to major repairs and/or maintenance over $500.00, the Fleet Manager will provide an estimate of costs to the Departmental Fleet Administrator.
4. Fuel
   a. Vehicles are to be refueled as directed by the Departmental Fleet Administrator at a minimum accepted fuel tank level, so that the vehicle is ready for use in any situation.
   b. Fuel will be acquired at designated, contracted locations at the octane level specified in the appropriate Fleet Management Directive.
   c. Fuel is charged monthly to each department.
5. Interior and Exterior Cleaning
   a. Vehicles are to be kept clean at all times.
   b. Frequency of cleanings will be determined by the Elected Official, Executive Director, Director or designee and/or as individual circumstances dictate.
   c. Vehicle cleanings are to be performed at County-approved locations.
   d. Interior cleaning will be evaluated based on individual conditions. Special circumstances, such as the presence of blood and/or bodily fluids, will dictate interior cleaning needs.

N. Operation of the Vehicle - Mechanical Breakdowns

1. Vehicle Emergency Breakdown Procedure - Individuals authorized to operate County vehicles should follow the following breakdown procedures whenever a vehicle becomes disabled in a public roadway:
   a. Remove the vehicle completely from the traveled roadway. Avoid curves, hills or where the view may be obstructed.
   b. Shut down the vehicle.
   c. Set the parking brake to prevent movement.
   d. Turn on the 4-way flashers. If reflective triangles are available, set them near the vehicle and at approximately 100 feet to warn approaching traffic.
   e. Do not exit the vehicle on the traffic side. It is safer for the driver and passengers to exit via the passenger side.
   f. Call for assistance (911, Departmental Fleet Administrator or designee).
   e. Driver and passengers should keep well clear of the vehicle and wait for help to arrive.
2. Emergency Equipment and Supplies - Supervisors and employees are required to maintain and ensure that all commercial vehicles are carrying the following emergency equipment:
   a. Reflective triangles
   b. Basic first-aid kit
   c. Small multi-purpose dry fire extinguisher
   d. Proof of Insurance, vehicle and trailer registration cards.

O. Commercial Vehicles

1. To operate a commercial vehicle, the employee must have a valid driver's license with the appropriate endorsement for the type of vehicle being driven.
2. The employee must follow all federal, state, and local regulations regarding the use and operation of a commercial vehicle.

P. Insurance

1. Pennsylvania law mandates that insurance follow the vehicle.
2. County vehicles are covered by the County's insurance policy. Personal vehicles, even when driven on County business, are covered by the owner's personal insurance.

Q. Acquisition

1. Annually during the budget process, the Elected Official, Executive Director, Director or designee will submit vehicle and equipment needs, with specifications, for the upcoming year along with other budgetary information.
2. The Chief Clerk/Administrator and the Fleet Manager, and/or their designees:
   a. Will prioritize the vehicle and equipment needs as submitted.
   b. Will select the needs to be filled the upcoming year.
   c. Will notify all departments of the status of their budgeted vehicle and equipment requests.
3. The Chief Clerk/Administrator or designee annually will arrange a line of financing through an approved vendor.
4. With the exception of the Sheriff's department, the Fleet Manager will process and purchase approved vehicles and equipment throughout the year..
5. The Fleet Manager will accept delivery at the County Garage and prepare the vehicle/equipment for placement and operation at the end-user location.
6. In cases of emergency and/or extended breakdown of a vehicle/equipment, the Fleet Manager will take appropriate action such as allocation of a pool vehicle or use of contingency funds to facilitate continued service of the end-user.

R. Disposal, Reuse or Reallocation

1. Upon completion of its intended use as determined by the Elected Official, Executive Director, Director or designee, the vehicle/equipment will be delivered to the Fleet Manager at the County Garage.
2. The Fleet Manager will determine the future use for disposal, reuse, or reallocation based upon condition of the vehicle/equipment, need of other departments, or potential use as a pool vehicle.
3. The Fleet Manager maintains awareness of departmental current and future needs through regular communication with the Departmental Fleet Administrators.
4. When a vehicle/equipment is no longer needed for use by the County, the Fleet Manager coordinates disposal through a public auction or other process as required by County policy and County Code.

S. Replacement

1. The Elected Official, Executive Director, Director or designee will maximize the service life of the vehicle/equipment unless applicable State and/or Federal policies state otherwise. The Fleet Manager must be made aware of all State and/or Federal policies that would affect vehicle/equipment usage by a department or agency.
2. Departments with special use vehicles, such as the Sheriff's Department, will follow departmental policies based upon special use and needs. The Fleet Manager will be made aware of all such policies and/or recommendations.

3. General fleet replacement is under the direction of the Chief Clerk/Administrator and the Fleet Manager dependent upon factors, including but not limited to, the model year, current mileage, State and/or Federal policies, and need for reallocation to another department.

T. Drug/Alcohol Testing

1. When a reportable accident occurs involving a County vehicle, the driver of the vehicle may be subject to drug/alcohol testing.
2. Drug/alcohol testing will be performed as required for CDL and/or other specialized licenses as required by the Commonwealth of Pennsylvania, Department of Transportation.
3. Refer to the Drug/Alcohol-Free Workplace Policy for additional information.

U. Departmental Fleet Administrator Meetings

1. Semi-annual meetings will be held with all Departmental Fleet Administrators.
2. An opportunity for a safety or other fleet-related training program will be part of each quarterly meeting.

RELATED COUNTY POLICIES:
Employee Work-Related Accidents, Illnesses or Injuries and Worker's Compensation
Visitor Injuries
Communications
Travel, Staff Development and Meals
Smoke-Free and Tobacco-Free Workplace
Drug/Alcohol-Free Workplace

RELATED FORMS: None
ORIGINAL DATE ESTABLISHED: June 2005
REVISION DATES: June 2013, December 2013