AGREEMENT

Between

YORK COUNTY COMMISSIONERS

and

PENNSYLVANIA SOCIAL SERVICES UNION, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 668

for

York County Area Agency on Aging
and
York County Office of Children, Youth, and Families

JANUARY 1, 2023 – DECEMBER 31, 2026

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PREAMBLE

This Agreement entered into by York County Commissioners, hereinafter referred to as the "Employer", and the Pennsylvania Social Services Union, Service Employees International Union, Local 668 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

Section 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 dated April 27, 1973, and described as follows: (PERA-R-92-193-E)(PERA-R-2852-C), as amended and for all full-time, part-time, regular permanent employees designated in the Pennsylvania Labor Relations Board's Nisi Order of Certification in Case No. PERA-R-03-277-E dated December 17, 2003.

Section 2. In a subdivision of the Employer unit comprised of Caseworker I/Care Manager I, Caseworker II/Care Manager II, Caseworker III/Care Manager III, , Clerk Typist I, II and III, Administrative Assistant I and II, Clerk I and II, Volunteer Resources Coordinator I, Case Aide I and II, Casework Trainee, Social Services Aide I, II and III, Fiscal Assistant, Fiscal Technician, Sr. Fiscal Technician and Info Specialist I; and excluding management level employees, supervisors, first-level supervisors, confidential employees, and guards, as defined in the Act.

ARTICLE 2
UNION SECURITY

Section 1. The Employer shall provide to the Union quarterly or upon request a list (with the name, address, employee number, current wage, hire date and the position the employee holds) of all bargaining unit employees.

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

Section 3. The Union shall certify to the Employer the rate at which Union dues are to be deducted, and dues at this rate shall be deducted from all compensation paid. The aggregate deductions together with an itemized statement shall be electronically transmitted to the Union on or before the end of the month for which such deduction is made. Information shall be transmitted as a CSV in Excel or flatfile.

The Employer shall submit, on a monthly basis or upon request, a complete list of Union members, non-union members, pay rate, department, indicate where appropriate those individuals on leave of absence including workers compensation leave.

Section 4. Requests to revoke Union membership shall be directed to the Union rather than the Employer. Any membership resignation requests received by the Employer should be redirected to the Union. The Union shall be solely responsible for processing member resignations.

Section 5. The Union shall be given access to newly hired employees during the orientation period.

ARTICLE 3
MANAGEMENT PREROGATIVES

Section 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 job assignments and job classification of personnel; establish functions, program budgets, organizational structure and standards of service and performance.

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

ARTICLE 4
UNION DUES (CHECK OFF)

Section 1. The Employer agrees to deduct Union dues bi-weekly from those employees who authorize such deductions in writing. The signature of the employee on a properly completed Union dues authorization card shall constitute the only necessary authorization to begin payroll deduction of said dues. The parties acknowledge and agree that the term "authorization" includes authorizations created and maintained through the use of electronic records and electronic signatures (consistent with state and federal law).

The amount to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Union by the tenth (10th) day of the succeeding month, after such deductions are made. The Employer will provide the Union with a list of all employees who were on dues the previous month, who are no longer on dues including the reason (resignation, retirement, medical leave, etc.). The Union may also establish a minimum pay period dues rate. If an employee(s) does not have dues deducted in a pay period equal to the minimum pay period rate, the Employer will withhold and remit to the Union additional dues to insure that each employee pays the full pay period dues rate. Any notice of change for amount due must be made to the County thirty-days (30) before the effective date of the change.

Section 2. The Employer hereby agrees to honor voluntary deduction authorizations from its employees involving the Committee on Political Education. A check which includes the aggregate deductions of all employees authorizing check off of political contributions shall be remitted to the Union, together with an itemized statement, by the tenth (10th) of the month following the month in which the deductions are made. The Union shall notify the Employer, in writing, of the name of the person (together with his/her title and address) to whom the check should be sent, and any changes concerning this information.

Section 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.

Section 4. At the request of the Union, the Employer will remit all dues information either electronically in addition to providing the Union with a hard copy of the information.

Section 5. The Employer agrees to process dues authorization cards in an expeditious manner upon receipt. Should it be determined by the Union that an employee's payroll dues deductions should cease, the Union shall be responsible for notifying the employer. Such notices shall be communicated in writing and shall include the effective date of the cessation of payroll dues deduction. The Employer shall rely on the information provided by the Union to cancel or otherwise change authorizations.

ARTICLE 5
HOURS OF WORK

Section 1. The regular workweek shall consist of five (5) consecutive workdays in a pre-established work schedule for a total of forty-hours (40) per week.

Section 2. For all regular, full-time employees, and part-time employees, who work more than four (4) hours in a shift, work schedules shall provide a fifteen (15) minute paid rest period during each one-half (1/2) shift.

Section 3. Employees in the following job classifications, Care Manager I, Caseworker I, Fiscal Technician and Administrative Assistant I, Care Manager II, Caseworker II and Administrative Assistant II, Fiscal Officer I (Sr. Fiscal Technician) and Volunteer Resource Coordinator I, Information Specialist I, Care Manager III, and Caseworker III shall not be required to use a time clock for purposes of tracking the employee's hours of work, break and meal periods.

ARTICLE 6
MEAL PERIODS

Section 1. All employees shall be granted an uninterrupted meal period, which shall normally fall within the third (3rd) and fifth (5th) hours of work. Bargaining unit employees shall be entitled to receive a one-half (1/2) hour unpaid meal period.

Section 2. Official records of time will be kept through the time-keeping system.

Section 3. Expense reimbursement will be governed by the current County Policy MI. Any proposed revisions will be discussed with the Union prior to implementation. Upon demand, the County will bargain with the Union over any changes with respect to the County policy on expense reimbursement.

ARTICLE 7
HOLIDAYS

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

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

Section 2. Holidays shall be scheduled contingent upon the court calendar. However, it is understood that employees shall be entitled to thirteen (13) paid holidays.

Section 3. If an employee is scheduled to work any of the holidays listed in Section 1 of this Article, the employee shall receive time and one-half his/her regular hourly rate of pay for hours worked, or at the option of the employee, shall be allowed another day off with pay to be taken within thirty (30) days.

Section 4. When any of the above holidays fall on a Saturday or Sunday, another day shall be given in lieu thereof.

Section 5. To be eligible for holiday pay, an employee must be in compensable status the day preceding and the day following the holiday.

Section 6. Employees will be eligible for Holiday pay beginning the first day of employment.

ARTICLE 8
PAID TIME OFF

Section 1. Every employee shall be eligible for and receive paid time off according to current County Policy, with the exception of the accrual rates as listed below. Any proposed revisions will be discussed with the Union prior to implementation. Upon demand, the County will bargain with the Union over any changes with respect to the County policy paid time off.

Employees shall accumulate PTO at the following rates:
Employment Period

1 – 48 months	10 hours/month	15 days/year
49 – 120 months	13.33 hours/month	20 days/year
121 – 180 months	16.66 hours/month	25 days/year
181 – 240 months	18.66 hours/month	28 days/year
Over 240 months	20 hours/month	30 days/year

Scheduled time off shall be defined as pre-approved time, time off requested no later than the end of the shift immediately prior to the requested day(s) off. The employer shall approve PTO requests within a week of submission.

Section 2. After an employee has completed ninety-days (90) of his/her trial period, he/she shall be entitled to paid time off and compensatory time earned during the trial period.

Section 3. Paid time off rate of pay shall be the employee's regular rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's paid time off period.

Section 4. Paid time off shall be scheduled and granted for periods of time requested by employees. If it is necessary to limit the number of employees on paid time off in order to carry on the regular operations of the office, the employee who first requests a particular paid time off period shall be granted such a period. If more than one (1) employee requests paid time off on the same day during a period where the number of employees on paid time off must be limited, the employee(s) with the highest seniority shall be granted the paid time off.

Section 5. The paid time off policy will not replace holidays, bereavement leave, jury duty, or military leave.

ARTICLE 9
SHORT TERM DISABILITY

All eligible employees shall be eligible for short-term disability according to current County Policy. Any proposed revisions will be discussed with the Union prior to implementation. Upon demand, the County will bargain with the Union over any changes with respect to the County policy on Short Term Disability.

The short-term disability policy will not replace holidays, bereavement leave, jury duty or military leave.

ARTICLE 10
MILITARY LEAVE

Section 1. Bargaining Unit Members are entitled to Military Leave as required by applicable law and current County policy. Upon demand, the County will bargain with the Union over any changes with respect to the County policy on military leave.

ARTICLE 11
FAMILY MEDICAL LEAVE

Section 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 paid time off, however, the employees in this 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.

ARTICLE 12
LEAVES OF ABSENCE

Section 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 AW – 5.2 during the term of this agreement will be applicable to employees covered under this agreement.

ARTICLE 13
BEREAVEMENT

Section 1. Employees are subject to the County of York's current Bereavement Leave policy. Any changes to the York County Bereavement Leave policy AW – 1.1 during the term of this agreement will be applicable to employees covered under this agreement.

ARTICLE 14
WAGES

Section 1. Effective January 1, 2023, all employees hired before January 1, 2023 shall receive a $2.75 increase. Said increase will be based on the employee's hourly rate with certification and master's degree pay (where applicable) included.

Section 2. Effective January 1, 2024, all employees hired before January 1, 2024, shall receive a $0.25 per hour increase. After such increase has been calculated, an additional 4% increase shall be added. Said increase will be based on the employee's hourly rate with certification and master's degree pay (where applicable) included.

Section 3. Effective January 1, 2025, all employees hired before January 1, 2025, shall receive a $0.25 per hour increase. After such increase has been calculated, an additional 4% increase shall be added. Said increase will be based on the employee's hourly rate with certification and master's degree pay (where applicable) included.

Section 4. Effective January 1, 2026, all employees hired before January 1, 2026, shall receive a $0.25 per hour increase. After such increase has been calculated, an additional 4% increase shall be added. Said increase will be based on the employee's hourly rate with certification and master's degree pay (where applicable) included.

Section 5. The start rates shall increase as follows: two (2%) percent over the 2022 rates effective January 1, 2023, two (2%) percent over the 2023 rates effective January 1, 2024, two (2%) over the 2024 rates effective January 1, 2025 and two (2%) percent over the 2025 rates effective January 1, 2026. **Section 6.** For the term of this Contract, employees who are appointed to emergency services in Children and Youth and who perform duties outside of regular office hours shall receive an additional one dollar ($1.00) per hour for all such hours worked. Regular office hours are considered 8:00am to 4:30pm, Monday through Friday. The additional one dollar per hour is to include all weekend hours worked, Friday 4:30pm through Monday 8:00am.

Section 7. For the term of this contract, employees who currently hold or acquire a Master's Degree in a field directly related to their duties shall receive a flat dollar increment to their annual salary. For two-year Master's Degrees (earned by completing the equivalent of sixty [60] credit hours), such as the Master of Social Work, an increment of $2,000 will be added to the annual salary. For one-year Master's Degrees (earned by completing the equivalent of thirty [30] credit hours), an increment of $1,000 will be added to the annual salary. Credit will be given for one (1) Master's Degree only. Increments to annual salary will be made January 1 for Master's Degree earned during the previous year. It is the responsibility of the employee to notify Human Resources directly of their achievement of a Master's Degree. Failure to do so prior to January 1 of the year following the achievement will result in the effective date of the increase to be the date of notification by the employee to Human Resources.

Section 8. Translator/Interpreter – Any bargaining unit member who is designated by the Employer to translate/interpret on behalf of the Employer shall receive a five-dollar ($5.00) differential for all hours or portions of hours rounded to the nearest 15-minute increment when designated to translate/interpret on behalf of the Employer and at the Employer's request.

Section 9. All Children and Youth Caseworkers who complete the 120 hours of required training will receive a $2,000, increase in pay effective the date of completion. Effective January 1, 2020, the stipend upon completion will be $2,500.

Employees in the Area Agency on Aging, who perform Protective Services work on an occasional basis, shall receive an additional one dollar ($1.00) per hour for each hour spent in the performance of Protective Service work. In order to be eligible for the additional compensation, an employee must actually be assigned to perform the work.

All Protective Service calls shall be eligible for one dollar ($1.00) per fully completed Report of Need. Every six months, the average Protective Service calls that do not require further investigation shall be evaluated. The Union agrees to meet with the employer should the number of calls go to twenty-five (25%) percent above the average of ten (10) calls per month.

The additional one dollar ($1.00) per hour or per fully completed Report of Need is exclusive of any other premium compensation (including but not limited to overtime, holiday pay) that the employee may be entitled to receive. It is understood that there is to be no pyramiding the Protective Service Work pay.

Section 10. Effective after ratification, any current employee promoted to the Aging Care Manager 3 or Caseworker 3 position shall receive a rate of pay equal to the start rate plus $1.00/hr. OR a 4% increase on their current rate of pay, whichever is greater. New employees hired into this classification shall receive the start rate.

Section 11. Employees promoted to work in a higher pay classification shall be compensated at the base rate for the higher pay classification or at a rate four (4%) percent greater than the employee's current hourly rate, whichever is higher, starting the first day of such promotion.

There shall be no reduction in compensation where an employee is involuntarily demoted or transferred to a position in a lower classification as a result of a reduction in force.

Section 12. Upon ratification and execution of this agreement, all employees employed at the time of ratification shall receive a one-time $1,000 ratification bonus. This bonus will not be retroactive for any employees who have resigned, retired, or otherwise had their employment terminated prior to the date of ratification.

Section 13. All employees employed in the bargaining unit at the time of ratification of the Agreement shall receive retroactive pay for all wages that would have been received had this Agreement been effective on January 1, 2023. All employees who were employed in the bargaining unit on January 1, 2023, but have subsequently transferred to a different position or bargaining unit with the County shall receive retroactive pay adjustments from January 1, 2023, through to the date on which the transfer out of the bargaining unit occurred. Any person who resigned, retired, or otherwise ceased employment with the County after January 1, 2023, shall not be eligible for retroactive pay. All retroactive wage payments will be made by the Employer within 60 days of the execution of the Agreement.

ARTICLE 15
OVERTIME

Section 1. No employee shall begin work prior to his/her regularly scheduled hours. Hours scheduled and worked will be regarded as hours worked for the purpose of computing overtime.

Section 2. All time worked in excess of forty (40) straight hours in any one (1) week shall be paid at the rate of time and one half (1 ½). Time and one half (1 ½) will be in the form of either wages or compensatory time with the employee having the option of requiring it first to be compensatory time.

Section 3. A maximum of 60 hours in compensable time may be accumulated per employee. After the employee obtains the maximum of sixty (60) hours accumulation, all overtime worked will be compensated at time and a half (1 ½). All compensable time off will be granted in accordance with Article 8, Section 4.

ARTICLE 16
STANDBY DUTY

Section 1. Employees who work standby duty shall receive compensation involving such duty as follows:

Area Agency on Aging: Fifty dollars ($50.00) per eight (8) hour shift.

CYS: Fifty dollars ($50.00) per eight (8) hour shift.

Section 2. It is understood and agreed that the provisions for standby duty represent full compensation for the time that an employee may be required to spend on the phone. However, an employee called to work and required to report to work while on standby shall be governed by the terms and provisions of Article XVII governing callout.

Section 3. The Employer and Union agree to form a subcommittee to meet and discuss issues related standby duty. The employer will schedule the first meeting within thirty (30) days following execution of this agreement, subject to the union's availability.

ARTICLE 17
CALL-OUT

Section 1. Any employee called to work outside of his/her regularly scheduled shift shall be guaranteed a minimum of four (4) hours pay.

Section 2. If any employee is called out on an observed holiday, he/she shall be entitled to a minimum of four (4) hours pay or time and one-half for actual hours worked, whichever is greater.

Section 3. The Employer and Union agree to form a subcommittee to meet and discuss issues related to call-outs. The employer will schedule the first meeting within thirty (30) days following execution of this agreement, subject to the union's availability.

ARTICLE 18
FLEX TIME

Section 1. Employees shall be permitted to adjust their work hours on a sporadic basis to accommodate personal needs of the employee or where an employee, due to the demands of the job, must work beyond their regular schedule and the employee does not wish to receive overtime for the time worked. Upon notification to the employee's supervisor and subject to management's responsibility to maintain efficient operations, an employee may flex their schedule at any time during the week (either before or after they have worked the additional hours). Employees who flex their schedule must work 40 hours in a week or submit a PTO request to make up for the difference between hours worked and 40 hours.

The Employer may not require any employee to flex his or her schedule to accommodate the demands of the work.

If the demands of the work necessitate an employee to work outside of his/her regular work schedule, the employee may flex his/her schedule to accommodate the work. However, if the employee does not wish to flex his/her schedule, the employee, upon submission of the appropriate documentation, will be paid at the rate of time and one half for all hours over 40 in a week in the form of either wages or compensatory time with the Agency Director having the option of requiring it to first be in compensatory time and in accordance with Article XV of the Agreement.

No employee may be mandated to flex his or her schedule for any reason.

Section 2. Employees may, at the employee's request, participate in an alternative work schedule (AWS). Employees participating in AWS will select a consecutive 8.5-

hour schedule (with a one half hour unpaid meal period) with the departure times within the 7:00 a.m. to 6:00 p.m. bandwidth. By mutual agreement, the Union and the Employer may provide for AWS schedules of a limited duration.

Section 3. At the employee's request, an employee may elect a Gliding Schedule. Under the Gliding Schedule, employees are permitted to vary his/her hours day to day, week to week as long as the employee varies the schedule within the approved bandwidth (7:30 a.m. – 5:00 p.m.). Approved overtime and compensatory time will be accrued after forty hours worked in a week. Time under forty hours worked in a week would be paid per hours worked unless made up with PTO or an adjusted schedule. It is understood that management has the right to establish proper coverage within a work unit. Individuals with intake and clerical duties are responsible for assuring coverage for their scheduled period.

ARTICLE 19
WORK OUT OF CLASSIFICATION

Section 1. Employees assigned at work in a higher pay classification shall be compensated at the base rate for the higher pay classification or at a rate four (4%) percent greater than the employee's current hourly rate, whichever is higher, starting the first day of such assignment. An employee or employees shall not be temporarily assigned to fill a position in a higher rated classification for more than nine (9) continuous months or the length of an approved leave of absence where the employee being replaced has a guaranteed right of return, whichever is greater.

Section 2. If an employee feels that he/she is working out of classification, he/she 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, he/she shall be given the higher classification pay adjustment for the period stipulated in Section 1.

Section 3. It is agreed that the intent of Section 2 is that work out of classification grievances may be appealed up to and including arbitration. Permanent reclassification grievances may be appealed up to and including the third step of the grievance procedure.

Section 4. The parties agree to the establishment of the classifications of Aging Care Manager III and Caseworker III.

ARTICLE 20
DISCHARGE, DEMOTION AND SUSPENSION

Section 1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a demotion at the second step of the grievance process. An employee may appeal a suspension or discharge at the third step of the grievance process. The Union shall be copied on all disciplinary actions simultaneously with the issuance of discipline.

Individuals who file an appeal with the County of York Merit Hire Program shall be deemed to have waived their right to an appeal under the grievance and arbitration provisions of this Agreement.

Section 2. 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.

Section 3. The Employer will discipline employees in such a manner so as not to embarrass the employee before the public or other employees.

Section 4. Discipline over one year old will not be considered as the base of progressive discipline.

ARTICLE 21
SENIORITY AND VACANCIES

Section 1. Department seniority shall be the determining factor in all cases, with the exception of the Caseworker III and Case Manager III positions, of promotion, demotion, transfer, increase or decrease of working forces, layoff and recall, and as used herein shall mean length of continuous service within the respective department (CYS or AAA), plus ability to do the job (as defined in the job description and position of the specified minimum education, experience and training requirements). Demotions, layoffs, transfers and decreases in work force shall be in inverse order of department seniority. For the purpose of layoff, demotion, transfer, and decreases in the work force, shop stewards shall retain super-seniority. Bargaining unit seniority shall continue to be utilized for purposes of calculating entitlement to benefits dependent upon time of service.

Section 2. The Employer agrees to post vacancies for a period of six (6) working days. During this period, any bargaining unit employee may apply in writing for such job. In the event the Employer receives no bids, it may take such steps as is sees fit to fill the vacancy.

Section 3. A vacancy shall be any position which becomes 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:

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

1. Absence of an employee because of paid time off, injury, leave of absence, or other temporary reason.

2. An increase in working forces of ninety-days (90) or less duration.

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

c. No vacancies shall occur where the Employer determines that the position is eliminated because it is no longer needed.

Section 4. An employee must serve a minimum of 6 months in a position before bidding on a new position with the exception of moving from a Caseworker 1 to a Caseworker 2.

Section 5. Job duties will be assigned per the County of York Merit Hire Program specifications of the job classification.

Section 6. An employee subject to layoff who has performed another position within the same department and who, at the time of layoff, possesses the ability to do the job as defined above for that previously held position shall be permitted to bump the least senior person in that position subject to the trial period defined below.

Section 7. Bargaining unit members exercising their seniority right to promotion, demotion, transfer, increase or decrease of working forces, layoff, bump, and recall, shall serve a three (3) month trial period involving a change in their position regarding the above.

Such trial period shall not be subject to the grievance procedure of the contract Agreement, and in the event it is determined that the employee is unable to satisfactorily perform in the position he/she shall be reinstated to his/her previous position without loss of wages, benefits, and/or seniority. An employee who bumps but is unable to satisfactorily perform the job during the trial period shall be removed from the position and returned to layoff status.

Section 8. Bargaining unit employees returning after a break in service of one (1) year or less shall retain all bargaining unit seniority accrued prior to their separation from employment (excluding accrual rates for paid time off). In addition, employees who retain previously accrued bargaining unit seniority shall return at the same salary as when they left along with any across the board increments that may have been applied during their absence.

Bargaining unit employees who return after separation from employment greater than one year shall not retain previously accrued bargaining unit seniority. Employees who do not retain previously accrued bargaining unit seniority shall be brought back at the start rate.

ARTICLE 22
GRIEVANCE PROCEDURE

Section 1.

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

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

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

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

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

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

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

Section 2. 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 five (5) working days of its occurrence, or knowledge thereof. The supervisor shall then attempt to adjust the matter and shall respond to the steward within five (5) working days. Working days shall include Monday through Friday.

STEP 2. If unsettled, a grievance shall then be presented in writing by the Union steward to the Agency Director within five (5) working days after the supervisor's response is due. The Agency Director shall respond to the Union steward in writing within five (5) working days.

STEP 3. If the grievance is still unsettled, the grievance shall then be presented in writing by the Union steward to the Director of Human Resources, within five (5) working days after the Agency Director's response is due. The Director of Human Resources shall respond to the Union steward, in writing within five (5) working days.

STEP 4. If the grievance is still unsettled, or unresolved, either party shall, upon written notification to the other within fourteen (14) working days after the Director of Human Resource's response is due, request arbitration.

Section 3. Any question involving the interpretation of the instant Agreement as well as unresolved disputes after the Second Step of the grievance procedure, shall be submitted to the Bureau of Mediation.

Section 4. Either party may request a list of seven (7) arbitrators from the Pennsylvania Bureau of Mediation. The parties shall alternately strike names from the list, the Employer striking the first name, until one name remains. That individual shall be the impartial arbitrator.

Section 5. The decision of the arbitrator shall be final and binding on both parties.

Section 6. 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 23
TRIAL PERIOD

Section 1. Full, part-time, casual and temporary employees will serve a 180 day probationary period from the date of hire. Periods of approved leave of absence and/or leave without pay will not count towards the completion of the probationary period.

The Employer shall have the sole and exclusive right to discipline or terminate employees during their probationary period, without recourse to the grievance and arbitration procedure.

Section 2. Should the probationary period for an employee be extended, probationary status for the purpose(s) of this Agreement is also extended and the provisions of Article 20 shall not apply during the entire period of probation. Any employee whose probationary period is extended beyond 180 days will not have access to the grievance and arbitration procedure through the full term of the probationary period.

Section 3. After the successful completion of the trial period, employees shall be credited with seniority dating back to and including their first day of employment.

ARTICLE 24
CIVIL LEAVE

Section 1. Employees subpoenaed for jury duty shall be granted time off with pay, not charged to paid 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. Any compensation received, as a juror must be turned over to the County upon receipt.

ARTICLE 25
HOSPITALIZATION AND LIFE INSURANCE

Section 1. The employer agrees to provide health insurance coverage for employee(s) and dependents after the first day of the month following the sixtieth (60^{th}) day of employment upon application by the employee. Other benefits such as life insurance and short-term disability coverage will become effective the first day of the month following the ninetieth (90^{th}) day of employment.

The deductibles, out of pocket limits, co-pays and co-insurance costs applicable to the below plans shall be set forth in Appendix A.

Section 2. All bargaining unit members shall be provided a term life insurance policy, equal to their salary, rounded off to the next highest thousand up to a maximum of $50,000.00, and paid for by the employer.

Section 3. In 2023, the County will offer employees three choices of healthcare plans: 1. Preferred Plus Plan, 2. Preferred Plan, 3. High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). Effective January 1, 2024, the County will offer employees two choices of healthcare plans: 1. Preferred Plan 2. High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). Employees who choose health insurance coverage shall be required to contribute to the cost of the premium as described hereinafter.

Employees shall contribute, on a pre-tax basis, a percentage of York County's annual premium for health insurance. The percentages for the term of the contract are as set forth below per two-week pay period:

Plan	2023	2024	2025	2026
Preferred Plus	21%	N/A	N/A	N/A
Preferred	10%	10%	10%	10%
HDHP	5%	5%	5%	5%

A spousal surcharge per month will be charged when any employee enrolls their spouse when that spouse has other coverage available to them through their own employer. Monthly spousal surcharge amounts will be as follows:

2023	$50.00
2024	$100.00
2025	$100.00
2026	$100.00

For the HDHP plan, the County of York will fund a Health Savings Account (HSA) with $800 for single coverage and $1,600 for coverage other than single coverage for each year from 2023 through 2026.

New hire employees who enroll in the HDHP Plan will receive a prorated HSA contribution during their first year of eligibility based upon eligibility date of benefits as follows:

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

Any employee enrolled in the Preferred Plus Plan at the time of ratification who leaves the plan at any point throughout the term of this contract will not be eligible to return to the Preferred Plus Plan. Any employee not enrolled in the Preferred Plus plan at the time of ratification of this contract will not be eligible for the Preferred Plus Plan. Employees hired after ratification of this agreement are not eligible for the Preferred Plus Plan.

Section 4. The retail prescription and mail order prescription co-pays for employees and covered dependents for non-specialty drugs and specialty drugs are outlined in Appendix A and changes will take effect January 1, 2024.

All employees must use generic drugs if a generic drug is available. Only through medical necessity should a member be able to get the brand if the generic is available. Employees shall be required to use mail order for all prescriptions of three (3) months or more. Employees may purchase a three (3) month supply at any participating pharmacy. If the County changes prescription providers during the duration of this contract, every effort will be made to continue to provide employees with an option for a ninety (90) day supply at a retail location, provided it is available through a new prescription provider.

Section 5. 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.

Section 6. An employee may elect to withdraw from coverage by the employer. Said employee shall be entitled to reinstatement of coverage pursuant to the terms and provisions imposed by the health care provider. Employees, who can demonstrate coverage from another source, may "opt out" of coverage for all 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 are both employed by the County, only one can enroll in medical insurance. The non-contributing spouse is not eligible for the opt out payment. Only active employees are eligible for the opt out payment at the time of payout.

Section 7. 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. Upon the retiree's eligibility for Medicare Benefits, County provided health care coverage shall become secondary.

Section 8. Basic Dental coverage will be paid in full by the County for the employee. Employees are responsible for the full cost of Basic Dental coverage for Dependents or High Option Dental coverage for Employee or Dependents.

Section 9. In the event that, during the term of this agreement, the County Commissioners re-implement employer-paid health insurance for retirees, said health insurance benefit shall be re-implemented in accordance with the guidelines set forth, at that time, for all employees covered by this agreement.

ARTICLE 26
RETIREMENT

Section 1. The Employer agrees to provide a pension plan as outlined in the York County Employees' Retirement System Summary Plan Description. The class basis shall be no less than the 1/80th plan for those hired after ratification of this agreement, unless improved by the Retirement Board. Employee participation shall be mandatory. Nothing in this provision is meant to alter the retirement benefits for existing employees or retirees as of the date of this agreement.

ARTICLE 27
GENERAL PROVISIONS

Section 1. There shall be no discrimination against any employee because of race, color, creed, religion, national origin, age, sex, gender expression or identity, marital status, sexual orientation, union affiliation, political affiliation or disability.

Section 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.

Section 3. The Employer agrees to reimburse employees for substantial travel on County business, while required to use their personal vehicle, at the current IRS rate, upon receipt of notification by the Union Steward of the official IRS rate change to become effective upon date of notification.

Section 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.

Section 5. There shall be no lockout or strike during the term of this Agreement.

Section 6. This agreement shall apply to regular, thirty-two (32) hours per week, part-time employees who have completed their trial period. Employees who work less than thirty-two (32) hours per week shall receive no benefits.

Section 7. Those employees who utilize their personal vehicles in the conduct of County business shall receive reimbursement for the insurance cost of such business usage in the amount not to exceed eighty dollars ($80.00) per employee must have been in the employment of the County, since January 1st of that year, and the employee must submit documentation of business usage insurance and the cost thereof payment of the reimbursement shall be made on or about December 15th of each year.

Section 8. Employees shall be eligible for tuition reimbursement in accordance with current County policy. Any proposed revisions will be discussed with the Union prior to implementation. Upon demand, the County will bargain with the Union over any changes with respect to the County policy on tuition reimbursement.

Section 9. The official personnel file for each employee will be kept at the office of the County Department of Human Resources. Upon request and in accordance with Human Resources policy, an employee may review their personnel file, either by themselves or accompanied by a shop steward.

Section 10. All employees shall be subject to mandatory direct deposit of their paychecks through a banking institution of their choice.

ARTICLE 28
SUCCESSORS

Section 1. In the event the Employer sells, leases, transfers or assigns any of its facilities to other political subdivision corporations, or personal and such sale, lease, transfer or assignment would result in the layoff, furlough, or termination of employees covered by this bargaining agreement, the Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer. The Employer shall notify the Union in writing at least thirty (30) days in advance of any such sale, lease, transfer or assignment.

ARTICLE 29
SAVINGS CLAUSE

Section 1. Should any Article, Section or option 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 30
UNION BUSINESS

Section 1. The Employer agrees to provide a Union bulletin board at each work site for the posting of pertinent Union information.

Notices posted by the Union on the bulletin boards designated for such purposes shall remain posted, unless an objection to the posting is raised by the Executive Director of Human Resources or his/her Designee. In such event, the posting shall be removed and the parties shall meet to attempt to resolve the issue. If the issue cannot be resolved, the matter may be moved to arbitration.

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

Section 3. The Employer agrees to pay a reasonable number of bargaining unit members for reasonable work time spent during contract negotiations, and the processing of grievances during their normal working hours, subject to prior notification to their immediate supervisor.

Section 4. The County agrees that two (2) members of the Union be permitted a maximum for five (5) days per person, for attendance at Union Leadership Training meetings and conventions.

Those persons attending shall be entitled to use paid time off, **or** they shall be granted said leave without pay.

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 advance of the convention.

ARTICLE 31
LABOR-MANAGEMENT COMMITTEE

Section 1. A committee composed of representatives of the Union and the Employer is to be established to resolve problems dealing with the implementation of this Agreement and to discuss other labor-management problems that may rise in accordance with the meet and discuss provisions of Act 195.

ARTICLE 32
HEALTH AND SAFETY

Section 1. The parties agree to establish a committee to meet and discuss issues relating to the safety and health of employees. The Committee shall be comprised of two members of Management, two members of the Union, the Director of Human Resources, the Executive Director of Human Services, and a Union Business Agent. The recommendations of the Committee shall not become effective unless the County Board of Commissioners, in its sole discretion, adopts/approves the recommendations.

Section 2. The Employer shall ensure that all employees required to transport or otherwise spend an extended period of time within a confined space with a client who is known to have a serious airborne-transmissible illness have available for use appropriate personal protective equipment to minimize the risk of transmission. Nothing in this contract shall be interpreted to allow an employee to refuse to transport or otherwise care for a client or individual where such transport or care is required by law, regulation, or otherwise.

Section 3. During the term of this Agreement, Employees who experience an infestation of bed bugs, fleas, or other commonly transmissible insect infestations in their

home or vehicle shall be entitled to be reimbursed by the County for reasonable infestation mitigation services if:

1. The Employee has properly documented the existence of such an infestation at the home of a client at the time of the visit in the ordinary course of their job responsibilities;
2. Within five days of the visit described in Paragraph 1, the Employee notifies the Employer of the existence of such infestation in their home or vehicle; and
3. The Employee provides to the Employer a receipt detailing the costs associated with infestation mitigation services from a third-party entity in the business of providing such services.

Any Employee satisfying the conditions set forth in this Section shall be entitled to a reasonable amount of paid administrative leave to address such infestation. The Employer shall not reimburse an Employee for any costs except those expressly set forth in this section.

Section 4. The Employer and Union agree to form a subcommittee to meet and discuss issues related to work expectations, wages, and other matters relevant to when the County experiences inclement weather and/or emergency closures. The employer will schedule the first meeting within thirty (30) days following execution of this agreement, subject to the union's availability.

ARTICLE 33
PRINTING OF CONTRACT

Section 1. The Union will be responsible for the printing of the finished contract for distribution to bargaining unit members and to the Union. The Union will bill the Employer for one-half (1/2) the cost of printing and the cost of shipping the Employer's copies of the contract to the Employer.

ARTICLE 34
PRIVATIZATION-SUBCONTRACTING

Section 1. In order to comply with the finding and recommendations of a recent York County Government review private industry task force, the Employer shall be entitled during the term of this Agreement to review and implement options involving subcontracting and/or privatization of any/or all of the programs, or operations involving Children and Youth and/or Area Agency on Aging.

Section 2. In the event it is determined through competitive bidding process that all and/or part of bargaining unit work currently performed by bargaining unit members may be subcontracted and/or privatized the County agrees to allow the Union to submit a bid for consideration prior to privatization and/or subcontracting.

Section 3. The County agrees to meet and discuss with the Union prior to implementation of subcontracting and/or privatization regarding the impact upon

bargaining unit members, with the express understanding that the final determination of any issue or issues raised therein shall rest solely with the Employer.

ARTICLE 35
TERM OF AGREEMENT

Section 1. The term of this Agreement shall be from January 1, 2023, through December 31, 2026.

The parties thereto, through their duly authorized office or representatives, and intending to be legally bound hereby, have hereunto set their hands and seals this day of, 2022.

SIGNATURE BLOCK TO BE INSERTED . . .

APPENDIX "A"
(effective January 1, 2023)

	HDHP w/ HSA	Preferred PPO	Preferred Plus PPO
Plan Provision	In-Network	In-Network	In-Network

County of York Contribution to HRA/HSA (Individual/Family) – Must enroll in HSA	$800/$1,600	N/A	N/A
Annual Deductible (Individual/Family)	$2,000/$4,000	$500/$1,000	N/A
Coinsurance Out-of-Pocket Maximum*	$2,500/$5,000 (applies to medical coinsurance only)	$2,000 / $4,000 (medical only)	N/A
Total Out-of-Pocket Maximum (Includes Deductible, Coinsurance and Copays)	$6,550/$13,100 (medical and Rx combined)	$4,400/$8,800 (medical only)	$4,400/$8,800 (medical only)
Preventative Care (No deductible)	Covered in Full	Covered in Full	Covered in Full
Primary Physician Office Visit – EE pays	20% after deductible	$30 copay	$25 copay
Specialist Office Visit – EE pays	20% after deductible	$45 copay	$40 copay
X-Ray and Lab – EE pays	20% after deductible	20% after deductible	Covered in Full
Inpatient Hospital Services – EE pays	20% after deductible	20% after deductible	Covered in Full
Outpatient Hospital Services – EE pays	20% after deductible	20% after deductible	Covered in Full
Emergency Room Care – EE pays	20% after deductible	$150 copay	$150 copay
Retail Prescription Drugs - EE pays (30-day supply) • Generic • Brand Preferred • Brand Non-preferred	*After Deductible:* $10 copay $30 copay $50 copay	 $10 copay $30 copay $50 copay	 $10 copay $30 copay $50 copay
Mail Order Prescription Drugs - EE pays (90-day supply) • Generic • Brand Preferred • Brand Non-preferred	*After Deductible:* $25 copay $70 copay $110 copay	 $25 copay $70 copay $110 copay	 $25 copay $70 copay $110 copay
Specialty (Biotech Category) - EE pays (30-day supply) • Generic • Brand Preferred • Brand Non-preferred	*After Deductible:* 20% ($10 min / $50 max) 30% ($30 min / $100 max) 40% ($50 min / $200 max)	 20% ($10 min / $50 max) 30% ($30 min / $100 max) 40% ($50 min / $200 max)	 20% ($10 min / $50 max) 30% ($30 min / $100 max) 40% ($50 min / $200 max)
Specialty (Biotech Category) - EE pays (90 day supply) • Generic • Brand Preferred • Brand Non-preferred	*After Deductible:* 20% ($25 min / $125 max) 30% ($70 min / $250 max) 40% ($110 min / $450 max)	 20% ($25 min / $125 max) 30% ($70 min / $250 max) 40% ($110 min / $450 max)	 20% ($25 min / $125 max) 30% ($70 min / $250 max) 40% ($110 min / $450 max)

*Once the Medical Coinsurance Out-of-Pocket Maximum is satisfied, the plan pays the covered expenses at 100% for the remainder of the plan year.

County of York

Julie Wheeler
President Commissioner

P. Douglas Hoke
Vice President Commissioner

Ron Smith
Commissioner

Gregory E. Monskie, Esq.
Chief Operations Officer

Pennsylvania Social Services Union
SEIU Local 668

Karmella Sams
Business Agent

Destiney Michael
Chief Steward - Children and Youth

Erin Stevens
Chief Steward - Area Agency on Aging