AGREEMENT

Between

York County Commissioners

And

York County Detective Association

January 1, 2023 to December 31, 2026

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PREAMBLE

This agreement entered into by York County Commissioners, hereinafter referred to as the "Employer", and the York County Detective Association (YCDA), 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 I
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 regular full-time and regular part-time non-managerial detectives employed by the York County Office of the District Attorney. (Reference PLRB certification No. PF-R-01-172-E)

Section 2. The "Employer" for the purpose of collective bargaining is the York County Board of Commissioners. This Board's scope of authority in regards to collective bargaining, is limited to economic terms and conditions of employment. The District Attorney and his designees have retained all of the District Attorney's §1620 (County Code) rights in hiring, firing and supervising employees of the Office of the District Attorney.

ARTICLE II
UNION SECURITY

Section 1. Each employee, who on the effective date of this agreement, is a member of the Union and each employee who becomes a member after the date shall, as a condition of employment, maintain his/her membership in the Union. The Employer shall discharge employees who fail to comply with this requirement within thirty (30) days after receipt of written notice to the Employer by the Union. Employees may, however, upon written notification to the Employer and to the Union, withdraw from membership in the Union at any time during the fifteen (15) calendar days immediately prior to the expiration of this Agreement.

Section 2. The Employer shall provide to the Union semi-annually a list (with the name, address, starting wage and the position the employee holds) of all bargaining unit employees.

ARTICLE III
MANAGEMENT PREROGATIVES

York County elected and appointed management retain without exception or limitation all of the rights such management had relative to terms and conditions of employment, or matters which might implicate impact bargaining, prior to the advent of the duty to bargain with the Union except to the extent this contract explicitly modifies those rights. The District Attorney or his designee shall establish minimum hiring requirements for County Detective staff. Nothing in this Article is intended to violate or conflict with any parts of the Pennsylvania Third Class County Code.

ARTICLE IV
UNION DUES (CHECKOFF)

Section 1. The Employer agrees to deduct Union dues bi-weekly from those employees who authorize such deductions in writing. 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 the employee(s) pays the full pay period dues rate. Any notice of change for amount due must be made to the County thirty (30) days before the effective date of the change.

Section 2. Dues deduction will begin in the next pay period after the signing of this Agreement.

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.

ARTICLE V
HOURS OF WORK

The workweek shall consist of five (5) consecutive workdays in a pre-established work schedule for a total of forty hours (40) per week. The regular work day shall consist of 8 1/2 scheduled consecutive hours which shall include an unpaid one-half hour lunch period.

ARTICLE VI
MEAL PERIODS

All employees shall be granted, if possible, an uninterrupted meal period, which shall normally fall within the third (3rd) and fifth (5th) hours of work.

ARTICLE VII
HOLIDAYS

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

- New Years Day (Family Oriented)
- Dr. Martin Luther King, Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day (Family Oriented)
- The Day Following Thanksgiving
- Christmas Day (Family Oriented)

Section 2. Employees will become eligible for holiday pay as of the date of hire.

Section 3. If an employee is required to work 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 regular pay to be taken within ninety (90) calendar days.

An employee required to work the holidays listed above as "Family Oriented" in Section 1 of this Article shall receive double his regular hourly rate of pay for hours worked, or at the option of the employee, shall be allowed another day off with regular pay to be taken within ninety (90) calendar days.

An employee not required to work on a holiday shall receive eight (8) hours pay time at his/her regular hourly rate.

Section 4. When any of the above holidays are observed on Saturday or Sunday, another day shall be given in lieu thereof for employees not required to work on that holiday, Saturday or Sunday.

Section 5. If any of the legal holidays under this Article falls within a scheduled vacation period, an additional day of vacation shall be granted.

Section 6. To be eligible for holiday pay, an employee must be in compensable status the day preceding and the day following the holiday.

ARTICLE VIII
PAID TIME OFF (PTO)

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 introductory/trial period.

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 full-time 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.

2. Rate of Accumulation
   a. Employees become eligible for the new, higher accumulation rate the first of the month containing the employee's anniversary date.
   b. Accumulations are based upon paid hours up to 2,080 hours per year, excluding overtime.
   c. 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.
   d. PTO will not accumulate on unpaid leaves of absence.

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 and his/her supervisor to assure that PTO time is used so that accumulations remain at or below the maximum accumulation

rate. The Elected Official, Executive Director, Director or designee is responsible for monitoring accumulations of PTO.

Accumulation Rates

1. Employment Period Days/year

0-12 months	10 working days/year
13-48 months	15 working days/year
49-120 months	20 working days/year
121-180 months	25 working days/year
Over 181 months	30 working days/year

2. Perfect Attendance Bonus

Full time employees with one (1) calendar month of perfect attendance will have four (4) hours added to their PTO accrual.

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 and death-in-family during each calendar month period of perfect attendance WILL NOT affect eligibility.

Any unscheduled absence, including call off, lateness or leaving early without notification at least one day prior to the call off, lateness or leaving early will disqualify an employee from receiving the bonus.

Perfect Attendance Bonus Clarification: "Any unscheduled absence, including call off, lateness or leaving early without notification at least **1 hour** prior to the call off, lateness or leaving early will disqualify an employee from receiving the bonus."

Clarification: The 1 hour will be taken to mean that the Chief County Detective (or his designee) needs to be notified at or before 7:00 am on the day off to be considered PLANNED PTO (scheduled absence). This time is applicable for all normally scheduled working days.

Any notifications to Chief County Detective (or his designee) made after 7:00 am would be considered UNPLANNED PTO (unscheduled absence) and fall under Article VIII section: Use, Scheduling and Payment of PTO. It is being made clear that the only difference between PLANNED PTO and UNPLANNED PTO is the Perfect Attendance Bonus.

Use, Scheduling and Payment of PTO

1. Scheduled Absences
   a. PTO should be requested in writing one (1) week in advance.
   b. PTO is subject to supervisory approval, department staffing needs, and established departmental procedures.
2. Unscheduled absences
   a. Unscheduled absences will be monitored.
   b. An employee may be subject to disciplinary action when the frequency of unscheduled absences adversely affects the operations of the department.
   c. The supervisor may request a statement from the employee's health care provider at any time concerning the justification for an unscheduled absence.
3. PTO is paid at the employee's straight time rate and is not included in the computation of any overtime calculation.

4. When an employee elects to take time off from work, employees must use available PTO.
5. Employees may not borrow against their PTO banks; therefore no anticipated leave will be granted.
6. 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-hour day, he/she would request seven hours of PTO when taking that day off.

Payment of Accumulated PTO upon Separation from Employment

1. Following successful completion of the introductory/trial period and upon resignation, separation, or retirement, an employee will be paid for all PTO hours accumulated but not used.
2. Accumulated PTO may not be used in lieu of proper notice of resignation.
3. 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 if the employee has completed the introductory/trial period.

Cash-Out/Carryover

1. To assure that employees experience the benefits of time away from work, the County of York encourages full-time employees to use a minimum of five (5) working days paid time off per calendar year.
2. Leave balances in excess of forty-five (45) days will be cashed out at calendar year end.

ARTICLE IX
SHORT TERM DISABILITY (STD)

Coverage will be effective January 1, 2009
Employees will be eligible for the short-term disability coverage carried by the County of York.

Eligibility

1. 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.
2. STD coverage begins on the first of the month following ninety (90) calendar days after hire date.
3. Employees must notify Human Resources and complete the required documentation for a short term disability.

Employee Responsibility - Application for Short Term Disability Income

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

2. 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.
3. An application for STD must be completed and returned to Human Resources.
4. With the application, the employee must provide medical certification of the disability that includes the starting and expected ending date of the disability.

Use of PTO and Frozen Sick Leave Banks

1. 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 12/31/2008 to receive compensation for time away from scheduled work for the waiting period up to a maximum of seven (7) days.
    - Any portion of the initial waiting period that is not covered by accumulated PTO or frozen sick leave will be unpaid.
2. 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 12/31/2008, 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 12/31/2008, 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.

    a. Employees electing to use frozen sick leave bank time must exhaust their bank prior to the application for short-term disability income.
    b. 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 he/she continues to meet the definition of disability under the short term disability plan.

3. 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 which is not covered by PTO will be unpaid.

Benefit Payment and Miscellaneous Information

1. Employees who are approved for STD will receive a weekly benefit check of 66 2/3% gross pre-disability regular earnings from the insurer.
2. STD income is subject to Federal Income and Social Security Taxes.
3. The maximum weekly benefit is $1,500.00.

4. 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.
5. Employees may be eligible for partial benefits if they cannot work sufficient time to earn 80% of pre-disability income.
6. The employee is responsible for medical, dental and other applicable co-payments during the period of disability.
7. While receiving STD income, accumulations of paid time off (PTO) will continue.
8. The appeal process of the insurer will be followed.
9. The two parties agree to meet and discuss any changes to the short-term disability program prior to changes being implemented.

ARTICLE X
MILITARY LEAVE

The parties agree to comply with applicable law governing military leave.

ARTICLE XI
FAMILY MEDICAL LEAVE

Employees shall be entitled to Family / Medical leave in accordance with the provisions of the current York County Policy manual. Any changes to the York County Family Medical Leave policy during the term of this agreement will be applicable to employees covered under this agreement.

ARTICLE XII
BEREAVEMENT LEAVE

Employees shall be entitled to Bereavement Leave in accordance with the provisions of the current York County Policy Manual. Any changes to the York County Bereavement Leave Policy during the term of this agreement will be applicable to the employees covered under this agreement.

ARTICLE XIII
LEAVE WITHOUT PAY

As authorized by County policy, the District Attorney or his designee may grant leave, without pay, beyond that required by applicable law. A bargaining unit member on such leave without pay (without pay means not receiving a County of York paycheck. Employees may be on leave without pay but receiving short-term disability income or other income such as workers compensation) is entitled to maintain health insurance benefits until the last day of the month during which the leave commences.

ARTICLE XIV
OVERTIME AND ON-CALL STATUS

Section 1. Hours (including holiday, bereavement, paid time off (PTO) and compensatory time) in excess of forty (40) hours per week shall be compensated at time-and-one-half times the working employee's base rate of compensation.

Section 2. Employees may be required to work overtime at the discretion of the District Attorney or the Chief County Detective.

Section 3. Employees who are called out to work at other than his/her regular scheduled working hours shall receive a minimum premium pay of four (4) hours. The premium shall be 1 ½ times normal base rate of compensation. Any employee called out on a holiday stated as "Family

Oriented" as listed in Article 7, Section 1, shall be paid a minimum premium pay of four (4) hours at double their normal base rate of compensation.

"Called out to work" means the employee is reasonably expected to leave their home to respond to a call.

Section 4. An Individual placed by the District Attorney or the Chief County Detective on on-call status shall receive $250.00 for each week in "On-Call" Status.

Individuals on-call during a holiday week (per holidays listed in Article 7, Section 1), will receive $300.00.

Section 5. Detectives may be required to engage in active duty during their unpaid meal periods. It is recognized that such activity may likely result in the officer becoming entitled to overtime.

Section 6. There shall be no duplicating or pyramiding of overtime or premium pay hours.

Section 7. Compensatory time – Nothing herein shall prevent a detective from electing to take overtime as compensatory time off from duty, except as limited by the terms of this section, calculated as the same rate of time and one-half for each one hour of overtime. The election of taking overtime as compensatory time and the use of compensatory time for time off shall be subject to prior approval of the Chief County Detective and consistent with the requirements and conditions of the Federal Fair Labor Standards Act. Compensatory time will be given at the rate of 1½ hours for each overtime hour worked.

Employees may not accrue more than 480 hours of compensatory time for hours worked. Employees will be compensated for any hours over 480 as of December 31 of each calendar year at their straight time pay rate as of December 31st of the applicable calendar year.

Payment for accrued compensatory time off upon separation from employment shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

ARTICLE XV
DISCIPLINE AND DISCHARGE

The District Attorney and not the Board of County Commissioners of York County has the right to hire, supervise and discharge employees. Action by the Board of County Commissioners of York County with regard to compensation policy applicable to bargaining unit employees shall not be construed to constitute interference with the right of the District Attorney to hire, supervise and discharge employees.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 1. Disputes between the parties relating to hiring, discipline, supervision or discharge of employees are not subject to the grievance procedure and remain solely within the discretion of the District Attorney. All other contractual disputes are subject to resolution through the grievance procedure.

Section 2. Grievances must be presented promptly with the time limitation. Time limits in the appeal stems may be extended by written, mutual consent of the parties. The Employer and the

Union will each bear their own costs in advancing a grievance and the Employer will bear the cost of any neutral arbitrator.

Section 3. Grievance Procedure

Step 1: The Union Steward, with or without the employee, shall take up the grievance or dispute with the Director of Human Resources within ten (10) working days of its occurrence or within ten (10) working days of the date the Steward knew or ought to have known of its occurrence. The Director of Human Resources shall than attempt to adjust the matter and shall respond to the Steward within ten (10) working days. If no response is received from the Director of Human Resources within ten (10) working days, the grievance shall be deemed denied.

Step 2: If the grievance is denied or remains unsettled, the Union may, upon fourteen (14) days' written notification to the Director of Human Resources, request arbitration.

Step 3: If the parties are unable to agree upon an arbitrator, either party may request a list of arbitrators, in the most economical way feasible, from the American Arbitration Association. The parties shall alternately strike names from the list with the Employer striking the first name, until one name remains. That individual shall serve as impartial arbitrator.

ARTICLE XVII
RETIREMENT

The Employer agrees to provide to the eligible employees of the bargaining unit the pension plan stipulated by County Code, unless improved by the Retirement Board. Employee participation shall be mandatory in accordance with the terms and provisions of the plan.

Effective January 1, 2019, the Employer agrees to provide all eligible new hires with the 1/80th class pension plan. Nothing in this provision is meant to alter the retirement benefits for existing employees or retirees.

ARTICLE XVIII
SALARIES

All employees employed on January 1, 2023 will receive a flat $2.00 per hour and 3.0% increase to their hourly wage.

All employees employed on January 1, 2024 will receive an across the board increase of 3.0%.

All employees employed on January 1, 2025 will receive an across the board increase of 3.0%.

All employees employed on January 1, 2026 will receive an across the board increase of 3.0%

All employees shall receive an additional $0.05 per hour for each year of law enforcement experience.

For the term of the contract, starting rates will be as follows:

	1/1/2023 – 12/31/2023	1/1/2024 – 12/31/2024	1/1/2025 – 12/31/2025	1/1/2026 – 12/31/2026
Detective	$ 28.00	$28.42	$28.85	$29.28
Sgt. Detective	$37.50	$38.06	$38.63	$39.21
Lt. Detective	$41.00	$41.62	$42.24	$42.87

Retired members of the bargaining unit whose testimony or other assistance is required for the trial of a case on which he or she worked shall be paid on an hourly basis for such testimony or other assistance at the hourly rate of pay in effect at the time of retirement.

ARTICLE XIX
HEALTH AND LIFE INSURANCE

Section 1. a. The Employer agrees to provide health insurance coverage for employees and dependants after the first day of the month following the sixtieth (60th) day of employment upon application by the employee. Such coverage shall be at the current health insurance program level in the following plans: 1) PPO Preferred Plan; or 2) A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA).

b. 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.

Section 2. The County shall provide family vision and prescription drug coverage through the PPO Preferred Plan and HDHP programs. HDHP participants must meet their deductible before there co-pays will be applicable. Coverage for vision and prescription drugs is directly related to the coverage selected under the healthcare plan, e.g., an employee cannot have family vision and prescription coverage without having family healthcare coverage.

Section 3. 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 4. Employees shall be responsible for the following healthcare premium contributions:

	Preferred	HDHP
2023	9%	5%
2024	9%	5%
2025	9%	5%
2026	9%	5%

For the HDHP plan through the duration of this contract, the County will fund a HSA with $800 for single coverage and $1,600 for coverage other than single coverage.

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%

Newly hired employees shall be eligible to enroll in the Preferred Plan and HDHP plan.

Section 5. If an employee experiences a "qualifying life event", as described by the health insurance plan documents and applicable law, 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. Failure to notify the benefits office within 31 days of a "qualifying life event" will result in any changes being delayed until the next Open Enrollment period**.** Employees are required to follow the instructions and comply with the requirements that are laid out on the online benefits systems.

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 Medical, Dental, Prescription and Vision Insurance. Employees who choose to "opt out" and provide proof of other coverage shall receive $1,200 annually to be paid the year after they "opt out". If an employee and his/her spouse are both employed by the County, the non-contributing spouse is not eligible for the "opt out" payment.

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

Section 7. There will be increases in certain co-payment amounts associated with the various healthcare plans. Employees are responsible for covering the costs of applicable co-payments:

General Physician Office Visit:

Preferred: $40 for the duration of this Contract.

Specialist Visit:

Preferred: $50 for the duration of this Contract.

Emergency Room Visit:

Remains at $150.00; if employee is admitted to the hospital there is no co-payment.

Urgent Care Visit:

Same as General Physician Office visits above.

Employees shall be responsible for covering the costs of their own applicable co-payments pursuant to their elected PPO program

Prescription Drug Coverage

All employees must use a generic drug if available. Pharmacies will substitute an equivalent generic drug for a brand name drug when available unless a doctor's note is provided in advance requiring the use of a non-generic. Employees who have no doctor's note and who fail to use generic drugs when available will be responsible for the non-formulary brand premium share rate for prescriptions.

Employees will also be required to fill maintenance medication drugs that are prescribed for more than three (3) months to control a long-term health condition, through the Mail Order program. Estimated delivery time for prescriptions ordered through the mail order service is approximately 10-14 days.

For the term of the contract, the retail and mail order prescription co-pays for employees and covered dependents for non-specialty and specialty drugs shall be as follows:

Retail Pharmacy Co-Pays (30 days or less supply):

Generic Drugs	Formulary Brand Drugs	Non – Formulary Brand Drugs
$8.00	$25.00	$45.00

Mail-Order Pharmacy Co-Pays (90 day supply):

Generic Drugs	Formulary Brand Drugs	Non – Formulary Brand Drugs
$20.00	$60.00	$100.00

Specialty Retail Pharmacy Co-Pays (30 day or less supply):

Generic Drugs	Formulary Brand Drugs	Non-Formulary Brand Drugs
20% - $10 min/$50 max	30% - $30 min/$100 max	40% - $50 min/$200 max

Specialty Mail-Order Pharmacy Co-Pays (90 day supply):

Generic Drugs	Formulary Brand Drugs	Non-Formulary Brand Drugs
20% - $25 min/$125 max	30% - $70 min/$250 max	40% - $110 min/$450 max

Section 8. 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.

Section 9. The County shall handle employee contributions to the cost of health insurance in a manner consistent with 26 U.S.C. § 125 which thereby minimizes employee's federal income tax liability.

Section 10. In the event that the Employer is notified during the term of this Agreement that a federal excise tax liability under the Patient Protection and Affordable Care Act will be imposed, the Employer shall notify the Association with supporting documentation. The parties shall bargain over changes in the health care plans provided in the collective bargaining agreement in order to

lessen or eliminate any such liability. Should these negotiations not result in an agreement within twenty (20) days of such notification, the Employer or Association shall have the ability to initiate interest arbitration on this issue alone. The Arbitrator's jurisdiction shall be limited to developing an award containing a healthcare plan or plans whereby the Employer lessens or avoids the imposition and payment of any such excise tax.

ARTICLE XX
GENERAL PROVISIONS

Section 1. There shall be no discrimination against employees because of race, color, creed, national origin, age, gender, sexual orientation,[1] marital status, Union affiliation, or political affiliation.

Section 2. There is no prohibition against employees holding other employment in their free time subject to the prior approval of the District Attorney or Chief County Detective which approval shall not be unreasonably withheld.

Section 3.

1. The Employer agrees to reimburse employees for substantial travel on County business (including attendance at continual legal education courses) while required to use their own personal vehicles, at the mileage reimbursement rate utilized by the Federal Internal Revenue Service at the time. Employees shall be compensated for all necessary and proper expenses incurred in the performance of one's assigned duties, including, but not limited to, authorized lodging expenses, meals, fuel and tolls, while on business for the Employer.

2. The County shall pay the full cost of tuition of any job related course upon satisfactory completion of the course and upon the recommendation and prior approval of the Chief County Detective. This section is not intended to pay for general college courses for detectives working on degrees, but is intended for use for courses directly related to improving the detective's skills related to the position of detective.

3. The County agrees to reimburse employees on County business, as indicated in County Policy Number MI – 1.6a, Travel, Staff Development and Meals.

Section 4. There shall be no lockout or strike during the term of this agreement.

Section 5. There shall be a probationary period of one hundred eighty (180) calendar days during which the Employer shall be vested with unequivocal authority to discipline or discharge the employee. Management reserves the right to extend the probationary period of any employee with notification to the Union.

Section 6. Employees shall have the right, upon written request, to examine any and all materials contained in their personnel record, including any and all evaluations, in accordance with Pennsylvania law. Such access shall be provided within two (2) work days following submission of the written request. The right to inspect the personnel file shall not include the right to photocopy the file.

Section 7. The Employer agrees to continue all current credit union practices in effect as of the signing of this Agreement. In addition, the Employer agrees to deduct from each pay for deposit

[1] The prohibition of discrimination on the basis of sexual orientation must not be construed to suggest that a same-sex partner is a "husband", "wife" or "dependant" for purposes of participation in Employer-provided health insurance.

into a credit union of choice the amounts designated by all employees who qualify and who authorize such deduction in writing. The amount to be deducted shall be certified to the Employer by the employee. The Employer agrees to forward said deductions to the credit union no later than the tenth (10th) day of the succeeding month, after such deductions are made.

Section 8. All employees are required to have their paychecks direct deposited into an account.

Section 9. Any terms or conditions of employment enjoyed by bargaining unit members prior to the effective date of this Agreement, and not specifically referenced in this Agreement, shall be maintained throughout the term of the Agreement.

Section 10. The term of this Agreement is January 1, 2023 through December 31, 2026. The terms of this Agreement are effective the date the Agreement is executed except where a different date is specified.

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 January, 2023.

County of York

Julie Wheeler
President Commissioner

P. Douglas Hoke
Vice President Commissioner

Ron Smith
Commissioner

Gregory Monskie
Chief Operations Officer/Chief Clerk

York County Detectives Association

President

Vice President