AGREEMENT

Between

York County Commissioners

On behalf of

The York County Prison

And

District 4 International Association of

Machinists and Aerospace Workers

January 1, 2021 to December 31, 2025

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MEMORANDUM OF UNDERSTANDING

YORK COUNTY PRISON
YORK, PA

AND

DISTRICT 4, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
HANOVER, MD

January 1, 2021-December 31, 2025

PREAMBLE

This Memorandum of Understanding entered into by the York County Prison, hereinafter referred to as the Employer, and Local Lodge No. I-460 of District 4 International Association of Machinists and Aerospace Workers, 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

The Employer recognizes the Union as the sole and exclusive representative for meet and discuss purposes for employees within the unit and classifications established by certification of the Pennsylvania Labor Relations Board, more specifically referred to as PERA-R-99-544-E dated March 30, 2000.

ARTICLE 2 – MANAGEMENT PREROGATIVES

The Management of the County operations and the direction of the working force is vested exclusively in the Employer and includes, but is not limited to the right to: hire, suspend, discipline or discharge for just cause, 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, staffing levels, hours of work required for a particular operation and job assignments and job classification of personnel; establish functions, programs, budgets, organizational structure and standards of service and performance.

ARTICLE 3 – HOURS OF WORK

Section 1 The workweek for full time employees shall normally consist of forty (40) hours for employees working in job classifications covered by this Memorandum of Understanding. The workweek for those employees shall be worked in five (5) consecutive eight-hour days or four (4) consecutive ten-hour days, or three (3) consecutive twelve-hour days that must be scheduled to include the weekend (in which case the normal workweek shall consist of 36 hours), subject to managerial discretion.

Section 2 The Warden shall have the ability to change the scheduled starting and ending times for each shift by up to thirty (30) minutes. Employees shall be notified in advance of changes in the hours of work by posting on departmental bulletin boards at least seven (7) days in advance. Changes in the scheduled hours of work shall be limited to two (2) per year, unless otherwise mutually agreed to by both the Union and Management.

Employees may, subject to the approval of the Employer, trade scheduled days off within the same workweek with other employees; provided, however, that additional hours worked by any employee as the result of a trade shall not be counted for overtime purposes.

Section 3 The regular hours of work for any shift shall be consecutive, except that they will have a meal period which

will not be part of the work shift unless it is with pay, as indicated in the "MEAL PERIODS" section below.

Section 4 There will be no docking of pay if an employee is less than six (6) minutes late. If any employee is late more than six (6) minutes, the pay will be docked to the nearest tenth of an hour.

Section 5 In addition to the employee's regular classification rate, those employees assigned or scheduled to work on the second shift (6:00 p.m. until 6:00 a.m.) shall be entitled to a shift differential of seventy (70) cents per hour for all such work performed on second shift.

Section 6 Employees required to report to the prison or who voluntarily respond to a work call, shall be guaranteed two (2) hours pay. Employees are entitled, on request, to a minimum of eight hours off between tours of duty, except in times of operational emergencies.

Section 7 Unit Managers are also considered essential employees and are required to report to work as scheduled (i.e. during periods of inclement weather or a state of emergency).

ARTICLE 4 – MEAL PERIODS

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

Section 2 If an employee works over four (4) hours (or in cases where the employee works four (4) hours and there is a regularly scheduled meal period), either in addition to the normal shift or as an overtime shift, the Employer shall furnish said employee a meal. The employee will not be entitled to an additional break.

Section 3 In the event an employee's meal period must be interrupted, the employee shall be given another meal period prior to the end of his/her normal work shift.

Section 4 When transporting or guarding inmates away from the prison, employees shall receive a meal allowance of up to $10 for breakfast, $15 for lunch and $25 for dinner. Expense reimbursement will be governed by current County Policy. It is understood the five (5) hours of travel referenced in this policy must be consecutive in order for employees to receive meal reimbursement under his section.

ARTICLE 5 – HOLIDAYS

Section 1 The following eleven (11) days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Presidents' Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas
Independence Day	

Employees who work on Easter Sunday shall be entitled to time and one-half (1½) their regular hourly rate of pay for all hours worked on said holiday. These hours will not be included as hours worked when computing overtime.

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

Section 3 If an employee is scheduled normally and works on any of the holidays listed in Section 1 of this Article, the employee shall receive time and one half his/her regular rate of pay for hours worked, in addition to the eight (8) hours holiday pay, proved the employee meets the criteria set forth in Section 6 of this

Memorandum of Understanding.

Volunteers working on a holiday cannot be forced to work more than the period of time they volunteered to cover, except in cases of operational emergency.

Holiday hours are not included as hours worked when computing overtime. Holiday hours worked will apply to the day the employee clocks in.

Section 4 The holidays listed above will begin at 11:00 P.M. the day before the actual holiday and cease at 11 P.M. on the holiday.

When any of the above listed holidays falls on an employee's regular day off, he/she shall be entitled to a day's pay.

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 Employees shall be eligible for holiday pay under the following circumstances:

The employee worked his last regularly scheduled workday prior to and immediately following such holiday or was on vacation, sick leave, or an absence excused by this Employer with pay. In the event an employee is scheduled to work on a listed holiday and calls off sick, said employee shall be subject to an occurrence as stipulated under Article 7, Section 9 (#2), regardless of compensable status.

Section 7 Unit Managers will work at least one (1) of the following major holidays every three years upon ratification (Thanksgiving, Christmas and New Year's Day)

Section 8 Floating Holidays: If a Unit Manager works on a holiday, they will be able to utilize a floating day either 7 days prior or 7 days after.

ARTICLE 6 – VACATIONS

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

Service	Vacation Period
0 – 48 months (4 yr.)	6.67 hours/completed month – 80 hours
49 – 120 months (10 yr.)	10 hours/completed month – 120 hours
121 – 180 months (15 yr.)	13.36 hours/completed month – 160 hours
181 – 240 months (20 yr.)	15.33 hours/completed month – 184 hours
over 240 months	16.72 hours/completed month – 200 hours

A vacation day may be taken without prior approval but with a twenty-four (24) hour notice provided it does not result in mandatory overtime. Vacation requests shall be submitted to the Warden, or, in cases where the Warden is unavailable, to the Warden's designee. If it is possible for the Employer to give vacation time upon receipt of a shorter notice, the Employer may grant time off.

Section 2 Employees may accumulate a maximum of 720 hours of vacation. Upon resignation, discharge, or retirement, employees shall be entitled to payment for all accumulated, unused vacation up to a maximum of 360 hours.

Section 3 Vacation pay shall be the employee's regular rate of pay, including any differential if applicable, in effect for the employee's regular job on the payday immediately proceeding the employee's vacation period.

Section 4 In scheduling vacations, the Employer shall have the right to limit the number of bargaining unit employees who are on vacation in any week based on prison conditions, including safety and effective operation of the facility.

Vacation shall be offered during the month of December for the following calendar year and awarded based on seniority. After January 1st, open slots shall be filled on a first-come, first-served basis.

Section 5 If the Employer in its discretion chooses to replace an employee who is on vacation, it shall first seek volunteers. The Employer shall have the right to require the least senior qualified employee not otherwise scheduled for vacation to report to work.

Section 6 With a minimum of 72 hours notice prior to the end of the pay period, employees may take full pay in lieu of time off for any accumulated vacation days. Payment for unused, accumulated vacation leave will not be included in calculation of earnings for retirement purposes.

Section 7 Employees shall be entitled to use vacation in two (2) hour increments subject to management approval and limitations provided in Section 4 of this Article. Requests for two (2) hour increments must be made during normal business hours of the business office.

ARTICLE 7 – SICK LEAVE

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

Service	Sick Leave
0 – 24 months	½ the number of hours of regular scheduled shift (4 or 6 hours) /completed month
Over 24 months	number of hours of regular scheduled shift (8 or 12 hours)/completed month

The maximum accumulation of sick leave shall be 120 days.

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

Section 3 Upon resignation or discharge, employees will not be paid for any accumulated, unused sick leave. Upon retirement, employees shall be entitled to payment for up to one-half (1/2) of accumulated, unused sick leave at the rate of fifty (50) percent of their current daily rate of pay. Payment shall be made with the employee's final paycheck.

Section 4 Two (2) days per year of accumulated sick leave or vacation leave may be used for emergency purposes. In order to use an emergency day, an employee must have a minimum of eight (8) or twelve (12) hours accumulated sick leave or vacation leave depending on regular scheduled shift.

An employee shall not be permitted to use an emergency day, as described above in this Section, on New Year's Day, Thanksgiving Day, or Christmas Day. The only exception will be in the extraordinary situation where the employee experiences a legitimate medical emergency, or other similarly serious emergency, which is verified and documented to the Employer.

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

Section 5 Employees reporting off for sick leave shall call in and notify his/her immediate supervisor or the person otherwise designated by management of their intent to take sick leave no later than two (2) full hours prior to his/her work shift whenever possible. If less than two (2) hours notice is given, a verifiable emergency must be provided or disciplinary action may result.

Employees failing to report in for four (4) consecutive days, shall be deemed absent without authorization

and thereby subject to immediate dismissal, unless for a justifiable reason.

Section 6 Employees who do not use any accumulated sick leave during a six (6) month period shall be entitled to eight (8) bonus hours of vacation.

For purposes of the Section, a six (6) month period shall be calculated from the date of January 1 through and including midnight June 30 and July 1 through and including midnight December 31.

Section 7 Employees shall be entitled to payment for any unused sick leave they have earned during the calendar year at the rate at which such sick leave was earned. Sick leave accumulation shall be calculated as of December 31 of each year, and payment for accumulated sick leave shall be included in the first pay in January of the following year.

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

Sick leave buyout will not be paid out in less than one (1) full day increments. Payment for accumulated, unused sick leave will not be included in calculation of earnings for retirement purposes.

Section 8 Sick days will not be paid in lieu of Workers' Compensation. If sick days are paid and the employee then qualifies for Workers' Compensation, a pay adjustment will be made and sick days will be credited to the employee.

Section 9 It is recognized by the Employer and Union that sick leave was established to protect employees from loss of income during an illness and was never intended to be used as personal leave to be taken at an employee's convenience, that abuse of sick leave is unfair to employees who only use sick leave as it was intended, and that abuse creates additional cost to the County. Therefore, the following rules will govern the use of sick leave.

1. Employees with a documented life threatening illness will not be given an "occurrence" for non-paid days off, provided they have a doctor's excuse for the absence.

2. Any other non-compensatory time off as calculated by a rolling twelve (12) month period, other than a leave of absence as per Article 11 or approved time off under FMLA, will be counted as an occurrence according to the schedule set forth below. The twelve (12) month period is measured backward from the date an employee uses any FMLA leave.

Absences	**Occurrences**
One or more consecutive days	1
Absent, no call	1½
First Occurrence	Written warning
Second Occurrence	Two-day suspension
Third Occurrence	Subject to termination
Late/Leave Early	**Occurrences**
Arrive Late/No Call	1
Arrive Late/With Call	½
Leave Early*	½
Leave Early prior to four hours worked*	1
First Occurrence	Written warning
Second Occurrence	Two-day suspension
Third Occurrence	Subject to termination

*The employee must provide a doctor's note when leaving early and using sick time for their absence and therefore, will not be charged with an occurrence

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

The Employer may refuse to honor a claim for sick leave if it has reason to believe the absence in question was not the result of a legitimate illness. If the Employer refuses to honor a claim for sick leave, discipline, as listed above may be administered.

Section 10 Upon ratification, sick leave and vacation for a given month shall be accrued and awarded on the first day of said month and shall be pro-rated by any and all days the employee was in non-compensable status during the month prior. Thus, sick leave and vacation for April 2014 shall be accrued and awarded on April 1, 2014, and shall be pro-rated by any and all days the employee was in non-compensable status during the month of March 2014. Sick leave and vacation for May 2014 shall be accrued and awarded on May 1, 2014, and shall be pro-rated by any and all days the employee was in non-compensable status during the month of April 2014, and so forth.

Employees shall still accrue sick leave and vacation leave while on active military leave, both paid and unpaid.

ARTICLE 8 – BEREAVEMENT LEAVE

Bargaining unit members are entitled to Bereavement Leave according to County Policy. Any proposed revisions will be discussed with the Union prior to implementation.

The employee will be eligible to use any accrued vacation and/or personal leave in addition to the contractual number of bereavement days.

ARTICLE 9 – MILITARY LEAVE

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

ARTICLE 10 – FAMILY MEDICAL LEAVE

Bargaining unit members are entitled to Family/Medical Leave in accordance with County Policy.

ARTICLE 11 – LEAVE WITHOUT PAY

Bargaining unit members are entitled to Leave of Absence in accordance with County Policy.

ARTICLE 12 – OVERTIME

Section 1 No employee shall begin work prior to his/her scheduled hours of work unless authorized by the Employer. An employee may report to work prior to his/her starting time if requested to do so by the Employer. Hours scheduled and worked will be regarded as hours worked for the purpose of computing overtime. Hours utilized as vacation, sick, or personal leave shall not be included in computing the number of hours worked for purposes of overtime entitlement.

Section 2 Overtime as set forth in the CBA will be calculated in accordance with the manner calculated by the County's time entry system. Specifically, daily overtime shall be calculated as any hours worked in excess of eight (8), ten (10) or twelve (12) in any workday (depending on bid)—specifically, examining continuous hours worked.

a. When an employee works a shift in addition to the employee's pre-assigned shift, the first eight, ten or twelve hours of work (depending on bid) shall be calculated as regular hours and the additional hours of continuous work in excess of the first eight, ten or twelve worked shall be calculated as overtime.
b. By way of specific example, a Captain or Lieutenant who is assigned to the 8:00 a.m. to 4:00 p.m. shift and volunteers to work the midnight to 8:00 a.m. shift leading up to his pre-assigned shift shall have the midnight to 8:00 a.m. shift calculated as regular hours and the 8:00 a.m. to 4:00 p.m. shift calculated as

overtime hours.

Similarly, weekly overtime shall be calculated as any hours worked in excess of the first forty (40) hours in a given week. The first forty hours worked shall be calculated as straight time.

Overtime hours shall not be pyramided.

Section 3 Overtime work shall be assigned in accordance with past practice. The Employer shall not be responsible for departures from past practice.

Section 4 Employees who volunteer to work more than three hundred and twenty (320) hours (in excess of the shift briefing time of three (3) hours per pay or seventy eight (78) hours per year) in any calendar year, shall receive a bonus of five hundred dollars ($500) which sum shall be payable in the month of January following the year for which the employee is eligible to receive the bonus. For purposes of this section, the overtime bonus will be determined at the end of the year based upon overtime hours actually worked during said year. Hours paid as straight time and regularly scheduled hours shall not be counted.

ARTICLE 13 – EARNINGS

Effective and retroactive to January 1, 2021, all current employees hired before January 1, 2021, shall receive a 3% wage increase.

Effective and retroactive to January 1, 2022, all current employees hired before January 1, 2022, shall receive a 3% wage increase. After such increase has been calculated, an additional $2.00/hour wage increase shall be calculated.

Effective January 1, 2023, all current employees hired before January 1, 2023, shall receive a 3% wage increase.

Effective January 1, 2024, all current employees hired before January 1, 2024, shall receive a 3% wage increase.

Effective January 1, 2025, all current employees hired before January 1, 2025, shall receive a 3% wage increase.

Start Rates will be as follows:

	2021	2022	2023	2024	2025
Unit Managers (salaried)	$71,400.00/year	$76,988.00/year	$78,527.76/year	$80,098.32/year	$81,700.28/year
Captains	$32.64/hour	$35.79/hour	$36.00/hour	$36.72/hour	$37.45/hour
Lieutenants	$31.88/hour	$34.51/hour	$35.20/hour	$35.91/hour	$36.62/hour

Briefing pay will end for all Captains effective January 1, 2019. Briefing pay will continue for all Lieutenants with the exception of those assigned to Intelligence/Security, Admissions and Maintenance. If these Lieutenants work outside of their regularly assigned position for a shift, they will be provided the briefing pay.

The wages reflected in this article apply only to bargaining unit members employed either on the date the Agreement becomes effective or subsequent thereto.

ARTICLE 14 – WORK RELATED INJURIES

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

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

Section 3 In the event an employee is certified by his/her physician as being able to return to their normal job duties, they must do so immediately. In the event an employee is certified by his/her physician as being able to perform other duties than those in their normal classification, and provided the Employer has such duties available, the employee is required to return to work and work within those assigned duties, at their normal rate of pay.

If not otherwise reimbursed, employees will be compensated for mileage, parking and meal expenses (not to exceed the amounts provided for under Article 4, Section 4 of this Agreement), which are incurred for given work assignments outside the institution.

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

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

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

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

An employee relieved of duty because of work related injury and/or illness shall suffer no wage loss for that shift or day and this time shall not be deducted from accumulated sick leave. For all subsequent days which the employee remains incapacitated from the work related injury, the employee shall be entitled to use accumulated sick, vacation or personal leave. If sick, vacation or personal leave is paid and the employee qualifies for Workers' Compensation, a pay adjustment will be made and sick, vacation and personal leave will be credited to the employee.

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

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

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

ARTICLE 15 – DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1 The Employer shall not demote, suspend, discharge, or take any disciplinary action against an employee without just cause.

Section 2 The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. Where insubordination or flouting of authority by an employee in public and in the presence of other employees takes place the Employer shall not be restricted by the operation of this section.

Warning letters, and/or minor infractions or violations shall not be considered or used by the Employer when issuing discipline, provided that such letters and/or warnings had been issued at least twelve (12) months prior.

However, incidents, and/or violations that have resulted in a suspension, may be considered by the Employer when assessing disciplinary action for eighteen (18) months.

Any bargaining unit member who is incarcerated for any offense is subject to suspension without pay, pending disposition of the charges, and dismissal if found guilty of the offense charged. However, if the employee is found innocent, he will be made whole.

Section 3 Discharge, demotion, suspension, and discipline will be governed by the current County Employee Discipline Policy EM – 8.1.

Section 4 A Union Steward may present any concern related to the Employer's implementation of disciplinary action pursuant to Section 1 above to a representative of the Employer designated by the Warden within ten (10) days of its occurrence. The representative shall attempt to adjust the matter and shall respond to the steward within ten (10) days.

Any dispute which remains unresolved may be submitted by the Union to an internal review panel within ten (10) days of the response by the Employer's representative. The internal review panel shall consist of three individuals, two of which shall be designated by the Employer and one of which shall be designated by the Union. The panel shall conduct any investigation which it deems appropriate and shall respond within twenty (20) days of the Union's submission of the dispute. The panel's determination with respect to the dispute shall be final and binding upon the parties.

ARTICLE 16 – SENIORITY AND VACANCIES

Employees who are laid off shall retain their seniority and recall rights for a period of three years. All recall notices shall be made by certified and regular mail to the employee's last known address on file at the prison. Bargaining unit seniority is maintained with any position within this unit.

ARTICLE 17 – HOSPITALIZATION AND LIFE INSURANCE

Section 1 The Employer shall provide health insurance coverage for employees 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 will become effective the first day of the month following the ninetieth (90^{th}) day of employment.

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

All participating active full-time employees shall contribute, on a pre-tax basis, a percentage of the York County's annual premium, based upon the percentages set forth below. Contribution rates and copays will change as of January 1, 2023 as indicated below:

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

	General Practitioner Office Visit			Specialist Office Visit		
		Preferred	HDHP		Preferred	HDHP
2023		$35.00	20% after deductible		$45.00	20% after deductible

2024		$35.00	20% after deductible		$45.00	20% after deductible
2025		$35.00	20% after deductible		$45.00	20% after deductible

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

	Emergency Room Visit			Urgent Care Visit		
		Preferred*	HDHP		Preferred	HDHP
2023		$150.00	20% after deductible		$35.00	20% after deductible
2024		$150.00	20% after deductible		$35.00	20% after deductible
2025		$150.00	20% after deductible		$35.00	20% after deductible

* Unless admitted.

The deductible, out-of-pocket maximums and co-insurances will be as outlined in Appendix "A".

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

Section 3 There shall be a spousal surcharge in the amount of $100.00 per month for any employee spouse covered by County healthcare and who has alternate insurance coverage available to him or her, i.e. through the spouse's employer.

Section 4 The County provides prescription drug coverage. The prescription co-pays for employees and dependents shall be as outlined below. Note: Employees enrolled in the HDHP plan, deductible amounts listed are after the deductible is reached.

Retail Pharmacy Co-Pays (30 day supply)			
	Generic	Formulary	Non-Formulary
2023	$10.00	$40.00	$60.00
2024	$10.00	$40.00	$60.00
2025	$10.00	$40.00	$60.00

Mail-Order Pharmacy Co-Pays (90 day supply)			
	Generic	Formulary	Non-Formulary
2023	$25.00	$90.00	$130.00
2024	$25.00	$90.00	$130.00
2025	$25.00	$90.00	$130.00

Specialty Retail Pharmacy Co-Pays (30 day supply)			
	Generic	Formulary	Non-Formulary
2023	20% - $15 min/$65 max	30% - $40 min/$110 max	40% - $60 min/$225 max
2024	20% - $15 min/$65 max	30% - $40 min/$110 max	40% - $60 min/$225 max
2025	20% - $15 min/$65 max	30% - $40 min/$110 max	40% - $60 min/$225 max

Specialty Mail-Order Pharmacy Co-Pays (90 day supply)			
	Generic	Formulary	Non-Formulary
2023	20% - $30 min/$135 max	30% - $80 min/$260 max	40% - $110 min/$450 max
2024	20% - $30 min/$135 max	30% - $80 min/$260 max	40% - $110 min/$450 max
2025	20% - $30 min/$135 max	30% - $80 min/$260 max	40% - $110 min/$450 max

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

Section 5 For the High Deductible Health Plan (HDHP), the County of York will fund an HSA contribution in the amount of $800 for individual coverage and $1,600 for any other coverage level. Contribution will be made in January of each year.

Any employee moving from the Preferred Plus Plan to the HDHP plan effective January 1, 2023, will receive a one-time additional payment of $200 for individual coverage and $400 for any other coverage level. This additional payment will only be for 2023.

Section 6 The Employer will continue to provide dental and vision coverage. Eligibility rules and contributions shall be the same as non-affiliated.

Section 7 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 8 The Employer shall provide all bargaining unit members a term life insurance policy, equal to their salary, rounded off to the next highest thousand up to a maximum of $50,000, and paid for by the Employer.

Section 9 In order to reduce the cost to employees, employee contributions to the cost of health insurance will be handled by the Employer in a manner that is consistent with 26 United States Code Section 125.
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 under the terms of this Agreement. Pre-January 1, 1989, hires who retire after the effective date of this award and who are otherwise eligible for retirement healthcare benefits, shall be required to remain with the same health insurance coverage as the current members of the unit. Employees who retire after ratification date of this contract shall contribute premium share at the rate(s) in effect upon retirement.. If the health insurance coverage for current members of the unit changes in any other aspect, then the health insurance coverage for the retired employee shall also change automatically to match that of the active unit. Upon the retiree's eligibility for Medicare benefits, County-provided healthcare coverage shall become secondary.

Section 10 Employees, who can demonstrate coverage from another source, may "opt out" of all coverage for Hospital, Medical, Dental, Prescription and Vision Insurance and they shall receive $1,200

annually, the year after they "opt out". Employees shall not be entitled to be re-instated to the Employer's health insurance coverage unless they experience a qualified change of life status. If an employee and their spouse/child are both employed by the County, the non-contributing spouse/child is not eligible for the "opt out" payment. The employee must submit proof of alternative insurance each year prior to receiving payment.

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

ARTICLE 18 – RETIREMENT

Section 1 The Employer agrees to provide the participating pension plan stipulated by County Code and Act 96 as amended in 1971, unless improved by the Retirement Board. Employee participation shall be mandatory.

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

ARTICLE 19 – GENERAL PROVISIONS

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

Section 2 There shall be no prohibition against such employees holding other employment in their free time. Such employees shall not be permitted to use patches, insignia, badges or other items which tends to identify them with the County of York or indicates that they have any authority therefrom. Employees may hold outside employment as a private security guard and may detain persons if so required by the outside employer on said employer's behalf, but may not serve as a police officer or constable, unless elected to the latter position.

Section 3 The Employer agrees to reimburse employees, as indicated in County policy, for substantiated travel on County business, while required to use their personal vehicles, at the mileage reimbursement rate utilized by the Federal Internal Revenue Service at the time.

Section 4 There shall be no solicitation of or distribution to employees for any purpose other than charitable contributions jointly agreed upon the Employer and Union Employees.

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

Understanding Section 6 There shall be a probationary period of 180 days during which the Employer

shall be vested with unequivocal control over new employees. After ninety (90) days of employment, employee shall begin to accrue seniority retroactive to date of employment. Employees' eligibility for various benefits will be in accordance with the terms of this agreement. The probationary period may only be extended by mutual consent of the County, the Union, and the employee.

Section 7 The employer will provide, on request, PPD tests for TB, Hepatitis B inoculations, and annual flu shots.

Such inoculation shall be scheduled by the Employer, at the Employer's designated position or medical facility, and shall be done within the required time limits prescribed and recommended

by the medical profession.

New employees will be required to take a pre-employment PPD test and all employees will undergo mandatory PPD testing annually.

Section 8 Personal Leave Days: Bargaining unit members earn two (2) personal days each contract year. Bargaining unit members are entitled to utilize both of those personal leave days effective January 1 of each contract year.

Any personal leave days carried in excess of two (2) shall be paid to the employee on the first pay period after January 1.

For scheduling purposes, personal leave days shall be considered as vacation days.

Section 9 All officers shall receive the required training necessary for successfully performing their jobs as outlined in the YCP operations manual. All training sessions shall be documented in writing, with copies to the individual's personnel file.

Section 10 The Employer agrees to provide one Union bulletin board for the posting of notices, elections and other pertinent Union formation. The Union shall designate a reasonable location for the bulletin board.

Section 11 The Employer and the Union agree to meet quarterly, if necessary, to discuss concerns of either party.

ARTICLE 20 – UNIFORMS

Section 1 All Captains and Lieutenants will be required to wear a specific uniform while pursuing their duties.

Section 2 *New Hires/Promotions.* New hires or promoted employees will receive $1,000 uniform allowance in the form of two semi-annual payments of $500 payable on the first pay date after hire/promotion and the first pay day following January 2 or July 1, whichever comes first. Thereafter, the new hire/newly promoted employee will be subject to the uniform allowance set forth below.

Section 3 Bargaining unit employees, except those receiving payments as New Hires/newly promoted under Section 2 above, will receive $650 per calendar year as a uniform allowance. The yearly uniform allowance shall be paid in two equal payments of $325, payable on the first pay date following January 2 or July 1 of the year.

Section 4 Because receipts are no long required effective January 1, 2015, the uniform allowance shall be payable by separate check, subject to withholding tax by the Employer, on the dates specified. Depending upon items purchased with this allowance, the allowance, or portions thereof, may or may not be tax exempt.

Section 5 Employees are held responsible to clean and maintain their uniforms. Failure to do so will result in disciplinary action.

Section 6 Uniforms will not include

undergarments. Section 7 Unit Managers are

not eligible for uniform pay.

ARTICLE 21 – SUCCESSORS

The Memorandum of Understanding shall be binding upon the parties hereto, and the heirs, executors, administrators, successors, and assignees of each.

ARTICLE 22 – SAVINGS CLAUSE

Should any Article, Section, or Portion thereof, of this Memorandum of Understanding 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 discuss a substitute for the invalidated Article, Section, or Portion thereof.

ARTICLE 23 – PAYROLL DEDUCTIONS

Section 1 The Employer will deduct Union dues from the regular paycheck of those employees who have authorized the Employer in writing to do so. The amounts to be deducted shall be certified in writing to the Employer by the Union.

Section 2 The Employer agrees to deduct from each pay for any employees who qualify and who authorize such deduction in writing. The amount to be deducted shall be certified to the Employer by the employee. The Employer agrees to forward said deductions to the involved Credit Union on later than the tenth (10^{th}) day of the succeeding month, after such deductions were made.

Section 3 All employees shall be subject to mandatory direct deposit of their paychecks through a banking institution of their choice.

ARTICLE 24 – TERM

The Memorandum of Understanding shall be effective from January 1, 2021 through December 31, 2025.

County of York County

Julie Wheeler
President Commissioner

Tiwaan Bradley
IAMAW Business Representative

P. Douglas Hoke
Vice President Commissioner

Ronald Smith
Commissioner

Gregory Monskie
Chief Clerk/Chief Operating Officer