AGREEMENT

Between

YORK COUNTY COMMISSIONERS

And

PENNSYLVANIA SOCIAL SERVICES UNION,
SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU)
LOCAL 668, AFL-CIO

for

Mental Health/Intellectual and Developmental
Disabilities Program and Drug & Alcohol

JANUARY 1, 2024 – DECEMBER 31, 2026

ARTICLE	TABLE OF CONTENTS	PAGE
	Preamble	
1.	Recognition	3
2.	Union Security	3
3.	Management Prerogatives	3
4.	Union Dues (Check off)	4
5.	Hours of Work	5
6.	Meal Periods	5
7.	Holidays	5
8.	Paid Time Off	6
9.	Short Term Disability	6
10.	Military Leave	7
11.	Family Medical Leave	7
12.	Leaves of Absence	7
13.	Bereavement	8
14.	Wages	8
15.	Overtime	9
16.	Scheduling	9
17.	Work Out of Classification	10
18.	Discharge, Demotion and Suspension	11
19.	Seniority and Vacancies	11
20.	Grievance Procedure	13
21.	Probationary Period	14
22.	Civil Leave	14
23.	Hospitalization and Life Insurance	15
24.	Retirement	18
25.	General Provisions	18
26.	Successors	19
27.	Savings Clause	19
28.	Union Business	19
29.	Labor-Management Committee	20
30.	Health and Safety	20
31.	Printing of Contract	21
32.	Privatization-Subcontracting	21
33.	Productivity Standards and Performance Evaluations	21
34.	Term of Agreement	22

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, AFL-CIO, 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 Pennsylvania Labor Relations Board's Nisi Order of Certification in Case No. PERA-R-03-277-E dated December 17, 2003.

Section 2. The unit consists of employment categories of: MH/IDD Caseworker I, MH/IDD Caseworker II, MH/IDD Caseworker III, D&A Case Management Specialist Trainee and D&A Case Management Specialist, excluding non-professional employees, management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

ARTICLE 2
UNION SECURITY

Section 1. All bargaining unit employees covered by this Contract shall be free to become members of the Union. 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 2. The Employer shall provide to the Union quarterly a list (with the name, address, phone number, email address, current wage, hire date, union membership status and the position the employee holds) of all bargaining unit employees.

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. 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 quarterly basis, 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.

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 assignment 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.

Section 3. Nothing in this Agreement shall be construed as a guarantee of the continued existence of the jointure between Adams and York counties; it is understood that either County may exercise its right to discontinue participation in the jointure and to thereafter provide for the delivery of mental health/intellectual and development disabilities and drug and alcohol services through its own employees or by subcontracting.

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 authorization 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 (10^{th}) 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 ensure that each employee 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. 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 (10^{th}) 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 or on computer disk 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 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 a total of forty (40) hours per week outlined in a tentative schedule using Outlook calendar, every Friday for the upcoming 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 four (4) hour shift. At the discretion of the Department Administrator, the rest periods may be combined with the ½ hour meal period

Section 3. Employees shall not be required to use a timeclock for purposes of tracking the employee's hours of work, break and meal periods. Use of timeclocks may be required for staff on a performance improvement plan (PIP) related to time and attendance and/or productivity to verify hours of work and reliability.

ARTICLE 6
MEAL PERIODS

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

In the event that a case manager may encounter a situation whereby lunch time cannot occur within the third (3^{rd}) and fifth (5^{th}) hours of work, the supervisor is authorized to give them an exception.

Section 2. Expense reimbursement will be governed by current County Policy - Travel, Staff Development, and Meals. It is understood the five (5) hours of travel referenced in the policy must be consecutive in order for employees to receive meal reimbursement under this section.

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

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

Section 2. If an employee is scheduled to work any of the holidays listed in Section I of this Article, the employee shall receive time and one-half of 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 3. When any of the above holidays fall on a Saturday or Sunday, another day shall be given in lieu thereof.

Section 4. If the holiday occurs during the time that an employee is on paid leave, the day will be charged as

a holiday and not charged against the annual leave allowance of the employee.

Section 5. To be eligible for holiday pay, an employee must be in compensable status for all hours scheduled on their regularly scheduled work day immediately preceding and immediately following the holiday.

ARTICLE 8
PAID TIME OFF

Section 1. Every employee shall be eligible for and receive paid time off according to current County Policy; however, Employees shall accumulate PTO at the following rates:

Employment Period	Accrual
1-48 months	15 working days/year
49-120 months	20 working days/year
121-180 months	25 working days/year
181-240 months	28 working days/year
Over 240 months	30 working days/year

Section 2. After an employee has completed ninety-days (90) of his/her trial period, he/she shall be entitled to paid time off 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. Planned PTO should be requested in writing to a supervisor or electronically on the County's Time & Attendance system at least one (1) week in advance.

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. Transition procedures will apply to those employees moving from a vacation and sick time accrual to a Paid Time Off system.

Section 5. Current leave accumulations will be handled in the same manner as they were handled for non-union employees who have transferred to the paid time off and short-term disability policies.

Section 6. The paid time off policy will not replace holidays, bereavement leave, jury duty or military leave.

ARTICLE 9
SHORT TERM DISABILITY

Section 1. Effective the first of the month following ratification of the contract by both parties, every employee shall be eligible for short-term disability according to current County Policy.

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 County policy. Upon demand, the County will bargain with the Union over any changes with respect to the current 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, 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. All leaves of absence, except maternity/disability and military, will be granted at the Employer's discretion. Employees are subject to the County of York's current Leave of Absence policy.

Section 2. Requests for leave must be submitted in writing to the employee's departmental head and shall be answered in writing. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made. Except for such emergency type leaves, the time when leave is taken is within the discretion of the Employer.

Section 3. The Employer shall answer requests for any type of leave to which an employee is entitled under this Agreement and which is not to exceed one (1) month within five (5) days. If the requested leave is in excess of one (1) month, the request shall be answered within ten (10) days.

Section 4. Service credit shall continue to accrue during paid leaves of absence provided by this Agreement, but shall not accrue during unpaid leaves of absence. However, the employee shall be entitled, upon his/her return from leave of absence without pay, to all service credits earned up to the date his/her leave commenced. The amount of unpaid leave will be deducted from the employee's service credit.

Section 5. It is understood and agreed for purposes of this Article as relating to medical leaves of absence without pay that prior to an employee receiving or taking a medical leave, the employee shall use all accumulated paid time off prior to taking such leave.

It is further understood that prior to the granting of an extension of medical leave or the return to employment from a medical leave, the employee shall provide the Employer with a physician's statement which shall contain a diagnosis of the patient's condition, the estimated time the employee may return to work, and in case where the employee is returning to work, a statement that the employee is able to perform his/her normal job function.

Section 6. The Employer agrees to reinstate the employee in a comparable position or classification to that last held by the employee immediately prior to the leave of absence, provided the employee possesses the necessary skill and ability.

For an employee requesting and approved for an extended leave of absence for medical reasons, as provided for in either Section 5, 6, or 7 above, the employee may return to his/her last held position or classification,

provided one is available. If one is not available, the employee shall return to the first available vacancy within his/her last held position or classification, as soon as one becomes available, with no loss of accrued seniority during the extended period of absence. Benefits shall not be paid or accumulated as provided in Section 5.

Section 7. It is understood that an employee who exceeds the time limits as described in this Article, shall lose all seniority.

ARTICLE 13
BEREAVEMENT

Section 1. Employees shall be entitled to Bereavement Leave in accordance with the provisions of the current County Policy.

ARTICLE 14
WAGES

Section 1. Effective January 1, 2024 (retroactively) all employees hired before January 1, 2024 shall receive a $1.00/hour wage 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, 2025, all employees hired before January 1, 2025 and still employed in the bargaining unit shall receive a 3% wage increase. 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, 2026, all employees hired before January 1, 2026 and still employed in the bargaining unit shall receive a 3.25% wage increase. Said increase will be based on the employee's hourly rate with certification and master's degree pay (where applicable) included.

Section 4. Start rates shall increase one and a half percent (1 ½%) each year of the contract.

	2024	2025	2026
Caseworker I / D&A Case Mgmt Specialist Trainee	$19.07	$19.36	$19.65
Caseworker II / D&A Case Mgmt Specialist	$20.75	$21.06	$21.37
Caseworker III	$21.58	$21.90	$22.23

Section 5. Upon ratification of this agreement, any employee who currently holds a master's degree in a field directly related to the employee's duties, is in a master's degree program, or has submitted a request to begin a master's degree program shall be grandfathered in to receive the flat dollar increment to his/her annual salary as outlined in the previous agreement. For master's degrees which require sixty (60) credits two (2) year full-time equivalent programs, such as the Master of Social Work an increment of $2,000 will be added to the annual salary. For the master's degree programs, which require thirty (30) credits (one (1) year full-time equivalent programs) an increment of $1,000 will be added to the annual salary. Credit will be given for one (1) master's degree only. Payment of increments to annual salary will be made upon receipt of final transcripts for master's degree earned.

Section 6. Employees who are requested to interpret/translate on a regular basis may be eligible for consideration for a reclassification. Any bargaining unit member who is designated by the Employer to serve as a certified translator/interpreter 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. This payment does not apply during the normal, everyday course of business activities with a client.

ARTICLE 15
OVERTIME

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

Section 2. Employees are required to obtain prior supervisory approval before performing overtime work.

Section 3. All time worked in excess of forty (40) straight time hours in any one (1) week shall be paid at the rate of time and one-half. Time and one-half will be in the form of either wages or compensatory time with the Employer having the option of requiring it first to be compensatory time.

Section 4. A maximum of sixty (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 one- half (1 ½).

Section 5. Employees are expected to work a forty (40) hour week and may adjust their schedules in accordance with Article 17. Overtime worked without authorization could result in disciplinary action.

ARTICLE 16
SCHEDULING

Section 1. Employees shall be permitted to adjust their work hours to accommodate personal needs of the employee and work operations. Employees who flex their schedule must work forty (40) hours in a week or submit a PTO request to make up for the difference between hours worked and forty (40) hours. Flex hours may consist of a compressed work week (four 10- hour days) or flexible working hours (employees vary arrival and departure times to meet business needs), but will not exceed forty (40) hours in a week.

Section 2. The implementation, continuance, discontinuance, or modification of flex hours is at the discretion of the Executive Director or the Administrator. Flex hours is not a right conferred upon an employee with the understanding that all departments must be staffed during established hours of operation.

Section 3. Flex hours are subject to the following conditions:

a. Flex hours must include an unpaid daily meal period of at least thirty (30) minutes. Meal periods cannot be taken at the beginning or end of the workday in order to further change an employee's start or ending time.

b. Paid Time Off (PTO) will accrue at the same rate as for an employee working a regular work schedule. PTO shall be expended on an hour-for-hour basis equal to the number of hours absent from a scheduled work period.

c. Policies and procedures as outlined in this agreement regarding Hours of Work and use of Paid Time Off outlined in Articles 5 and 8 remain unchanged. Flex hours is not a substitute for adherence to time and attendance policies.

d. All MHIDD and Drug & Alcohol employees must schedule at least one day per week in the office from 8:00 am until 4:30 pm. Employees will be required to notify the employer in advance of their scheduled day and management has the discretion to require staff to change the day based on

operations.

If the employee is unable to report to the office on their scheduled "office" day due to weather or illness, they will be required to use Paid Time Off (PTO). If Scheduling difficulties arise, the office time may be split or adjusted by prior arrangement with approval of the Administrator, Deputy Administrator or designee.

All employees who are scheduled for an office shift on a Friday must make every attempt to flex their schedule throughout the week to ensure coverage in the office until 4:30 p.m. If work requirements cause the employee to accumulate 40 hours for the week before their Friday shift ends, the employee will coordinate with the Administrator, Deputy Administrator or designee to ensure office coverage is in place on that Friday until 4:30 p.m. If no other coverage is available, overtime may be applied on a sporadic/extraordinary basis.

Employees will have no right to a specific workspace within the office.

e. Bereavement and other leave will be provided for the equivalent number of hours as provided for those employees on a regular work schedule (i.e., three days of bereavement leave would be the equivalent of 24 hours for a 40 hour/week employee, no matter their work schedule).

f. Employees are not entitled to overtime payment at the rate of time and one-half (1 ½) for all "hours worked" in excess of eight (8) hours in any one day.

g. No additional benefits will accrue to employees as a result of flex hours.

Section 4. Flex hours will not be unreasonably denied. Employees may be denied participation due to operational need or performance concerns. Adequate staff coverage, sufficient to meet the operating requirements of the department, is required at all times.

Section 5. Employees are required to use their Outlook calendar as their tentative work schedule. Employees must update their Outlook calendar as their work schedule changes. Failure to maintain an updated calendar could result in disciplinary action.

Section 6. Employees must submit a final timesheet to their direct supervisor every Monday at 9:00 a.m. for the preceding week. If an employee cannot report to work on Monday, the employee must call, text, or email their final timesheet to their supervisor before the deadline. Failure to submit a final timesheet by Monday at 9:00 a.m. may delay payment for hours worked.

ARTICLE 17
WORK OUT OF CLASSIFICATION

Section 1. Employees assigned to work in a higher pay classification shall be compensated at the base rate for the higher pay classification or at a rate four percent (4%) greater than the employee's current hourly rate, whichever is higher, starting the first day of such assignment. An employee(s) 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. 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 percent (4%) greater than the employee's current hourly rate, whichever is higher, starting the first day of such promotion.

Section 5. 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.

ARTICLE 18
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 notified and copied on all disciplinary actions simultaneously with the issuance of discipline.

Section 2. 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 3. The employer will implement a demotion, suspension or discharge within fourteen (14) calendar days after the decision to demote, suspend, or discharge has been made.

Section 4. The Employer will discipline employees in such a manner so as not to embarrass the employee before the public or other employees.

Section 5. Discipline over one year old will not be considered as the base of progressive discipline.

ARTICLE 19
SENIORITY AND VACANCIES

Section 1. Department seniority shall be the determining factor in all cases of transfer, increase or decrease of working forces, layoff and recall, and as used herein shall mean length of continuous service within the respective department, 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 (90) days 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 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.

In the event of the consolidation or elimination of jobs, displaced employee(s) shall be entitled to reassignment to any vacant positions within the department from which said displacement occurred in order of seniority and based on the employee's ability to do the job as described in Section 1. This shall include a). job titles that the employee(s) previously held
and b). job titles at the same or lower pay grade as her/her current job title so long as the employee possesses the ability to do the job,

If no vacancies exist within the classification, 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 position subject to the trial period outlined in Section 5 of this Article.

If they do not meet the requirements for a bump, or they choose not to bump outside of their classification, they shall be furloughed.

Section 5. Bargaining unit members exercising their seniority right to 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 6. a. Recall rights shall be made to the first available vacancy for which an employee is eligible in the classification from which the affected employee was displaced. Employees being recalled are not entitled to the exact position within the classification they vacated at the time of their displacement.

Should employees be recalled, the most senior furloughed employee possessing the ability to do the job available shall be recalled first, and unless the vacancy is reserved for an employee on an approved leave of absence, the employee will retain reemployment rights solely to the location from which he/she was furloughed. If they do not possess the ability to do the job, the employee shall remain on the list.

Acceptance and refusal of recall: If the displaced employee refuses recall, all recall rights cease.

Recall rights in the cases of furlough shall cease after a period of one (1) year, commencing on the date the

furlough became effective. While on the recall list, employees should notify the Human Resources Department if they become unavailable for recall. Employees who do not keep a current home address and valid telephone number on record with the Human Resources Department will lose their recall rights.

b. 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 20
GRIEVANCE PROCEDURE

Section 1. 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.

(a) 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.

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

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

(d) 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. 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.

(e) 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 Administrator within five (5) working days after the supervisor's response is due. The Agency Administrator 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 (1) 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 to the impartial arbitrator shall be borne equally by the two (2) parties. Each party shall assume the responsibility for payment of its side.

ARTICLE 21
PROBATIONARY PERIOD

Section 1. Full-time, 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.

At the Administrator's discretion, employees within their probationary period may be allowed to transfer to another position within the department.

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 19 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 probationary period, employees shall be credited with seniority dating back to and including their first day of employment.

ARTICLE 22
CIVIL LEAVE

Section 1. Employees subpoenaed for jury duty or as witnesses in a civil, criminal or administrative proceeding shall be granted time off with pay and 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 23
HOSPITALIZATION AND LIFE INSURANCE

Section 1. The Employer shall provide Health Insurance Coverage for eligible employees and dependents after the first day of the month following the sixtieth (60^{th}) day of employment, upon application by the employee. Such coverage shall be at the current Health Insurance program level in the following plans; 1.) A PPO Preferred Plan or 2.) A PPO Preferred Plus Plan or 3.) A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA).

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}) calendar day of employment

Section 2. Effective January 1, 2024, and each subsequent year, employees who choose health insurance coverage shall be required to contribute the following percentages of the annual "premium":

		Preferred	HDHP
2024	22%	8%	4%
2025	N/A	8%	4%
2026	N/A	8%	4%

For 2024, a spousal surcharge of $23.08 per pay will be charged when any employee enrolls their spouse when that spouse has other coverage available to them through their own employer. Effective January 1, 2025, a spousal surcharge of $100 per month will be charged when any employee enrolls their spouse when that spouse has other coverage available to them through their own employer.

For the HDHP, the County of York will fund a Health Savings Account (HSA) with $800 for single coverage and $1,600 for coverage other than single in each of 2024, 2025 and 2026.

Section 3. Any current employee who elects to remove themselves from the Preferred Plus Plan will not be eligible to move back into that 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. Effective January 1, 2025, the Preferred Plus Plan will not be available for any member of this bargaining unit.

Section 4.

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

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

Section 5. The deductibles, out-of-pocket limits, co-pays and co-insurance costs applicable to the above plans shall be as indicated below.

	Preferred Plus	Preferred	HDHP
Annual Deductible	None	$250 Individual/ $500 Family	$2,000 Individual/ $4,000 Family
Coinsurance (EE Pays)	0%	20% after Deductible	20% after Deductible
Out-of-Pocket Maximum (excluding Rx)	None	$2,000 Individual/ $4,000 Family	$2,500 Individual/ $5,000 Family
County Health Savings Contribution (prorated as outlined in Section 4 for newly enrolled individuals in the HDHP)	Not Applicable	Not Applicable	$800 Individual/ $1,600 Family
Preventative Care	Covered in Full	Covered in Full	Covered in Full

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

	General Practitioner Office Visit			Specialist Office Visit		
	Preferred Plus	Preferred	HDHP	Preferred Plus	Preferred	HDHP
2024	$25.00	$30.00	20% after deductible	$35.00	$40.00	20% after deductible
2025	N/A	$30.00	20% after deductible	N/A	$40.00	20% after deductible
2026	N/A	$30.00	20% after deductible	N/A	$40.00	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 Plus*	Preferred*	HDHP	Preferred Plus	Preferred	HDHP
2024	$150.00	$150.00	20% after deductible	$35.00	$40.00	20% after deductible
2025	N/A	$150.00	20% after deductible	N/A	$40.00	20% after deductible
2026	N/A	$150.00	20% after deductible	N/A	$40.00	20% after deductible

* Unless admitted.

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

Section 6. Prescription Drug copays shall be as follows for all three (3) plans. HDHP participants must meet their deductible before these copays will be applicable.

Retail Pharmacy Co-Pays (30-day supply)			
	Generic	Formulary	Non-Formulary
2024	$10.00	$40.00	$60.00
2025	$10.00	$40.00	$60.00
2026	$10.00	$40.00	$60.00

Mail-Order Pharmacy Co-Pays (90-day supply)			
	Generic	Formulary	Non-Formulary
2024	$30.00	$80.00	$120.00
2025	$30.00	$80.00	$120.00
2026	$30.00	$80.00	$120.00

Specialty Retail Pharmacy Co-Pays (30-day supply)			
	Generic	Formulary	Non-Formulary
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
2026	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
2024	20% - $30 min/$135 max	30% - $80 min/$260 max	40% - $110 min/$470 max
2025	20% - $30 min/$135 max	30% - $80 min/$260 max	40% - $110 min/$470 max
2026	20% - $30 min/$135 max	30% - $80 min/$260 max	40% - $110 min/$470 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 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 will continue to provide dental and vision coverage. Eligibility rules and contributions shall be the same as non-affiliated employees.

Section 9. Employees hired on or after January 1, 1989, shall not be entitled to paid health and/or life insurance benefits at time of retirement. Those employees entitled to such retirement benefits prior to January 1, 1989, shall continue to be entitled to such coverage unless they are dismissed for cause prior to retirement. Employees hired before January 1, 1989, shall be required to remain with the same health insurance coverage as the current members of the Bargaining Unit. Employees who retire after the effective date of this award shall contribute premium share at the level in effect upon retirement. If the health insurance coverage of current members of the unit changes in any other aspect, then the health insurance coverage for the retired employee shall also change to match that of the active Bargaining Unit. Upon the retiree's eligibility for Medicare Benefits, County provided health care coverage shall become secondary.

Section 10. All members of the bargaining unit shall be entitled to term life insurance in the amount of one times basic annual earnings with a minimum of $25,000 and maximum of $50,000 with accidental death and dismemberment rider, effective the first day of the month following ninety (90) days of employment.

Section 11. Employees, who can demonstrate coverage from another source, may "opt out" of **all** coverage for Hospital, Medical, Dental, Prescription and Vision Insurance and they shall receive $1,200 annually, the year after they "opt out". If an employee and their spouse/child are both employed by the County, the non-contributing spouse/child is not eligible for the "opt out" payment.

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

ARTICLE 24
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, unless improved by the Retirement Board. Employee participation shall be mandatory.

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

Section 2. 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 25
GENERAL PROVISIONS

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

Section 2. Employees are prohibited from holding two (2) County jobs at the same time.
The County does not prohibit employees from holding other outside employment in their off- duty hours; however, employees doing so shall not be permitted to display/use badges or any other items such as uniforms which would identify them with the County of York employment/authority. Such outside employment may not interfere with the employee's regular job requirements and obligations or present an actual or perceived conflict of interest. Work with contracted providers is explicitly prohibited. Employees may consult with Human Resources if they have any questions concerning outside employment activities.

The Employer and Union agree to form a subcommittee to meet and discuss issues related to bargaining unit members holding secondary employment with contracted providers or other private human services agencies for the purpose of expanding the opportunities available to bargaining unit members. The Employer will schedule the first meeting within (30) days following execution of this agreement, subject to the Union's availability.

Section 3. The Employer agrees to reimburse employees for travel on business, while required to use their personal vehicle at the rate authorized pursuant to 55 Pa. Code 4300.51. Expense reimbursement shall be received by the employee no later than one (1) full pay period following submission.

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 annual reimbursement for the insurance cost of such business usage in the amount not to exceed one hundred and twenty dollars ($120.00) per employee. The 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 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.

Disciplinary action shall be removed from an employee's official personnel file after a period of one (1) year if no intervening incidents of the same or similar nature have occurred.

ARTICLE 26
SUCCESSORS

Section 1. This Agreement shall be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns of each; however, this Agreement shall not be binding upon either Adams County or York County separately, in the event of any subsequent decision to discontinue or split the joinder between the Counties for the purpose of providing mental health/mental retardation and/or drug and alcohol services.

ARTICLE 27
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 28
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, per year, 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.

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

ARTICLE 29
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 30
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 members of management selected by management and members of the Union selected by the Union. Upon ratification of this agreement, the Employer and the Union shall agree to each pick three representatives and agree to meet within forty-five (45) days and begin regular quarterly meetings.

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 County for reasonable infestation mitigation services if:

1. The Employee has properly documented the existence of such 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.

ARTICLE 31
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 County. Contracts will be printed and distributed by the Union within sixty (60) days of ratification. 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 32
PRIVATIZATION-SUBCONTRACTING

Section 1. The Employer shall be entitled during the term of this Agreement to review and implement provisions involving subcontracting and/or privatization of any/all of the programs or operations involving the agency or agencies whose employees are subject to this Agreement.

Section 2. In the event the Employer solicits proposals from private vendors for the provision of services currently performed by bargaining unit members, the Employer agrees to allow the Union to likewise submit a proposal. It is acknowledged that there are factors in addition to direct labor costs which could reasonably influence the Employer's decision in that regard.

Section 3. The Employer agrees to meet and discuss with the Union prior to the 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 33
PRODUCTIVITY STANDARDS AND PERFORMANCE EVALUATIONS

Section 1. The Employer will determine clearly established productivity standards and will track employee productivity on a monthly basis. It is understood and agreed employees will only be evaluated on productivity in relation to the amount of time worked each month.

Vacations, sick leave and the like will not be counted against an employee with respect to his or her productivity. In addition, assignments involving non-billable time will be taken into account and will not negatively affect an employee's productivity rating.

Section 2. In the event an employee disagrees with his or her productivity standard or rating, said employee may submit a rebuttal in writing which shall be attached to the employee's productivity rating and included in the employee's personnel file.

Section 3. Only in those instances where an employee's productivity and/or performance evaluation would result in the lay-off, demotion or discipline of an employee, will the employee have the right to challenge the productivity rating and/or standard through the grievance procedures.

Section 4. The Union and the Employer agree to form a subcommittee for the purpose of identifying productivity tracking standards/measurements. The Committee shall be comprised of an equal number of Union and Employer representatives. Upon ratification of this agreement, the Employer will schedule the first meeting within forty-five (45) days following execution of this agreement, subject to the Union and Management's availability.

ARTICLE 34
TERM OF AGREEMENT

Section 1. The term of this Agreement shall be from January 1, 2024 through December 31, 2026.

The parties thereto, through their duly authorized representatives or agents and intending to be legally bound have set their hands and seals this 27th day of Feb, 2024.

County of York County

Julie Wheeler
President Commissioner

J. Scott Burford
Vice President Commissioner

P. Douglas Hoke
Commissioner

Gregory E. Monskie, Esq.
Chief Operations Officer

Pennsylvania Social Services Union
Service Employees International Union
Loval 668, AFL-CIO

Chris Ellis
Business Agent