AGREEMENT

BETWEEN

THE COUNTY OF YORK

AND

TEAMSTERS LOCAL 776
YORK, PA

FOR

ASSISTANT DISTRICT ATTORNEYS,
ASSISTANT PUBLIC DEFENDERS
AND
ASSISTANT CONFLICT COUNSEL

January 1, 2025 thru December 31, 2028



Preamble

This agreement is entered into by and between the County of York (Employer) and Teamsters Local 776 (Union).

Article 1 – Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, and other conditions of employment for the bargaining unit designated in the Pennsylvania Labor Relations Board Order of Certification, dated October 9, 2002 (PERA-R-02-242-E) and described as follows: in a subdivision of the Employer unit comprised of all full-time and regular part-time professional employees who are directly involved with and necessary to the functioning of the courts and who are not hired, fired, and directed by the courts including but not limited to Assistant District Attorneys, Assistant Conflict Counsel and Assistant Public Defenders; and excluding management level employees, supervisors, first level supervisors, confidential employees, and guards as defined in the Act.

Article 2 – Union Security

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

Article 3 – Union Dues/Check Off

Union Dues and Assessments: The County will timely deduct Union dues, fees and assessments from Bargaining Unit members in conformity with the periodic billing statements provided for this purpose to the County by the Union. The aggregate deductions of all employees shall be submitted together with an itemized statement to the Union by the last business day of the month in which deductions are made. Dues deductions shall only be made pursuant to a valid authorization signed by the employee._The authorization shall be irrevocable during the term of this agreement.

The Union will indemnify and hold harmless the Employer, it's elected or appointed officials, it's agents and its employees, against any and all claims, loses, costs, damages, orders, judgements or any other forms of liability whatsoever brought or issued against the Employer, including but not limited to attorney's fees and costs, arising out of, as a result of or related to the deduction and transmittal of Union dues, fees and/or assessments from the wages of any individual for whom the Union is the exclusive collective bargaining representative pursuant of ACT 195, when that deduction and/or transmission is performed in accordance with the above

referenced periodic billing statement provided to the Employer by the Union.

Article 4 – Management Prerogatives

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

Article 5 – Hours of Work, Part-Time Employees, and On Call

Section 1 The workweek for full-time employees shall normally consist of 40 hours for employees working in job classifications covered by this Agreement. The workweek shall consist of five (5) consecutive days, Monday through Friday.

Section 2 The workweek as defined in Section 1 shall not supersede any Attorney's ethical duties to the Rules of Professional Conduct as outlined in 204 Pa. Code §81.4 and 42 Pa. Stat. and Cons. Stat. Ann. §1722.

Section 3 Part-time employees working twenty-four (24) hours per week or more shall be paid a pro rated salary. Such employees shall receive holiday, sick, vacation, personal, and bereavement benefits on a pro rated basis and shall be entitled to health, dental and life insurance benefits as though they were full-time employees.

Section 4 An "on call" assistant district attorney is entitled to the privilege of reporting for work as many as three hours after his or her normal start time, without charge to his or her vacation, sick, or personal leave, if the assistant district attorney's response to the call, while in the role of "on call" assistant district attorney, caused him or her to return home later than 2 a.m., Monday through Friday.

Article 6 – Meal Allowance

Effective upon issuance of this contract, the County agrees to reimburse employees for substantiated travel on County business, as indicated in current County Policy entitled Travel, Staff Development and Meals.

Article 7 – Holidays

Section 1 Employees shall be entitled to the following paid holidays: New Year's Day; Martin Luther King, Jr. Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day (General), Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

Section 2 Any other day declared by the Board of County Commissioners of York County as holiday for the County of York shall be granted to the members of this bargaining unit.

Section 3 The day on which the holiday is observed shall be contingent upon the calendar of the York County Court of Common Pleas.

Section 4 If a holiday falls during an employee's vacation, the employee will receive an additional day's pay with no option to receive an additional day of vacation.

Section 5 If an employee is required to work any of the Holidays listed in Section 1 of this Article, the employee shall receive two (2) times his or her regular rate of pay for hours worked.

Article 8 – Vacations

Section 1 Bargaining unit members are eligible for vacation leave as specified below.

Employment Period	Accrual Rate
1 to 48 months	0.83 days per completed month, or 10 working days/year
49 to 120 months	1.25 days per completed month, or 15 working days/year
121 to 180 months	1.67 days per completed month, or 20 working days/year
181 to 240 months	1.92 days per completed month, or 23 working days/year
Over 240 months	2.08 days per completed month, or 25 working days/year

Section 2 After an employee completes his/her probationary period, he/she shall be entitled to vacation earned during the probationary period.

Section 3 Employees may accumulate a maximum of sixty (60) days of vacation. Upon resignation, discharge or retirement, employees shall be entitled to payment for all accumulated, unused vacation up to a maximum of sixty (60) days.

Section 4 Vacation pay shall be at the employee's rate of pay for his or her regular job.

Section 5 Vacation shall be scheduled as determined by the District Attorney, Chief Conflict Counsel and Chief Public Defender.

Article 9 – Sick Leave

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

0 to 24 months	l/2 day per completed month (6 days per year)
More than 24 months	l day per completed month (12 days per year)

Sick leave shall be calculated in hourly increments and may be taken in hourly increments, subject to the approval of the District Attorney, Chief Conflict Counsel or Chief Public Defender.

Section 2 After an employee completes his/her probationary period, he/she will receive the sick leave accrued during the probationary period.

Section 3 The maximum accumulation of sick leave shall be 120 days.

Section 4 Upon discharge, employees will not be paid for any accumulated, unused sick leave. Upon resignation with two week's notice, retirement or layoff, 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 rate of pay. Payment shall be made with the employee's final paycheck.

Section 5 Employees reporting off for sick leave shall notify the appropriate supervisor as soon as possible and, absent compelling circumstances, this notification must occur no later than two (2) hours prior to the commencement of the normal work day.

Section 6 Bargaining unit members shall be entitled to submit a request, once a year, to purchase accumulated, unused sick leave. Employees shall be entitled to purchase up to one-half (1/2) of their annual accrual. Sick leave buy-back shall only be available in full day increments of sick leave. Employees desiring to purchase accumulated sick leave under this provision shall notify the Human Resources Department, in writing, of such request by the first pay day in December. Payment shall be made in the first payroll check of the following January.

Section 7 Sick days will not be paid in lieu of Workers' Compensation. If sick days are paid and the employee qualifies for Workers' Compensation, a pay adjustment will be made and sick days will be credited to the employee.

Section 8 An employee may use their sick leave for an illness or an emergency involving a family member.

Section 9 Employees shall be entitled to use sick leave for themselves or a family member relating to medical, dental or eye appointments. A doctor's note shall be submitted on request of the employer.

Article 10 – Personal Leave

Employees are entitled to two (2) days of paid personal leave each year. In the absence of an emergency, employees must provide at least one (1) week's notice of the desire to take such a personal day. Personal leave does not accumulate.

Article 11 – Bereavement Leave

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

Article 12 – Military Leave

The Employer shall comply with applicable law governing military leave.

Article 13 – Family/Medical Leave

The parties agree that the FMLA/Medical Leave policies applicable to this bargaining unit will be compliant with local, state and federal laws.

1. Eligibility and Leave Requirements

The County of York is covered under the Family and Medical Leave Act of 1993 ("FMLA"). Any County employee with at least one (1) year of service and who has worked at least 1,250 hours in the last twelve (12) months will be eligible to take up to twelve (12) weeks of FMLA leave during a twelve (12) month period for any of the following reasons:

a. Bonding leave – to care for a child under one of the following conditions:

   The birth of a son or daughter and in order to care for such son or daughter (leave must be taken and completed within twelve (12) months after birth), or

   The placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter (leave must be taken and completed within twelve (12) months after placement), or

b. To care for a spouse, son, daughter, or parent with a serious health condition, or

c. An employee's own serious health condition that makes the employee unable to perform the functions of his/her job.

The twelve (12) month period is calculated on a rolling basis by counting forward from the date of a leave request and runs concurrent with other County leave or paid time off programs as noted. Once allowable paid time is exhausted, the remaining FMLA leave will be unpaid.

FMLA leave for birth or placement under (a) above must be taken at one time in consecutive days or weeks. Employees must use all accrued vacation time for this leave. Once accrued vacation time is exhausted, remaining leave will be unpaid.

Leaves of absence due to serious health conditions under (b) and (c) above may be taken intermittently or on a reduced schedule, when medically necessary, and provided the employee complies with the procedures as set forth in this policy. Employees must use all accrued vacation time for leaves under (b) above. Employees must use all sick time, followed by all accrued vacation time for leaves under (c) above.
If both spouses are employed by the County of York and are otherwise eligible for FMLA leave, they are permitted to take only a combined total of twelve (12) weeks leave during any twelve (12)

month period for bonding leave.

Any employee using unpaid FMLA leave shall not be entitled to holiday, bereavement, or jury duty pay while on such leave. Vacation/sick accrual and seniority are discontinued until the employee returns to full time employment.

During any period of FMLA leave, the County will continue to make premium payments to maintain an employee's health care coverage under the same terms and conditions as in existence on the date leave begins, or as changed during the period when the employee is on leave. However, this does not eliminate the requirement of employee co-payments for those employees who normally have co-payments towards their insurance coverage. Provisions for employee co-payments will be made at the time of leave request. If any co-payment is more than thirty (30) calendar days past due, the County of York will terminate health care coverage for the duration of the leave period. Coverage will be restored upon return to work. The County of York will notify the employee in writing at least fifteen (15) calendar days before the date that the health coverage will lapse. Coverage will be restored upon return to work.

The County will be entitled to recoup the costs of providing health care coverage for an employee during the leave period if the employee fails to return to work at the conclusion of his/her FMLA leave period. This obligation does not apply in a situation where the County of York grants an additional leave of absence and the employee subsequently returns to work or where the employee is unable to return to work for reasons beyond his/her control.

2. Employee Responsibility

When requesting FMLA leave, whether paid or unpaid, a thirty (30) calendar day advance notice is required where the necessity for leave is foreseeable. Where the need for leave is not foreseeable, the employee must provide such notice as soon as practical (within one or two days of discovering the need for leave). Failure to provide such notice may result in the employee's leave being delayed.

The notice referred to in this section shall include sufficient explanation of the reason for leave, the date on which leave is anticipated to begin, and the anticipated duration of the leave.

Employees requesting leave due to their own or a qualifying family member's serious health condition must, in conjunction with their relevant health care provider, submit medical certification of the need for leave and additional recertification of the need for leave every thirty (30) calendar days. Failure of the employee to provide the completed forms to the County within fifteen (15) calendar days of the County's request for such forms may result in denial of leave until certification is provided or revoking an employee's entitlement to continued leave.

Employees requesting an intermittent leave or leave on a reduced schedule due to a serious health condition must first make a reasonable effort to schedule any treatment so as to not unduly disrupt the operations of the County (if such need is reasonably foreseeable) and provide as part of the medical certification from the health care provider a statement as to why such leave is medically necessary.

Employees are required to notify the County of their intent to return to work every thirty (30) calendar days and, where applicable, are required to update their medical certification every thirty (30) calendar days. Employees returning from a leave due to their own serious illness or injury must provide a Return to Work Certificate from their health care provider prior to returning to work or reinstatement.

3. County of York Responsibility

On the fourth day of an employee's absence from work following three (3) consecutive days of absence, or upon request from an employee eligible for medical leave, the County of York will designate the leave as FMLA leave where circumstances indicate that the leave qualifies, and shall inform the employee of this fact and of any paid vacation or sick time that must be used as part of the twelve (12) week FMLA leave.

If the County has reason to doubt the validity of any medical certification provided, the County may, at its own expense, require a second opinion of a health care provider approved or designated by the County, so long as the provider is not employed on a regular basis by the County. If there are conflicting medical opinions, a third opinion, which will be final and binding on both the County and the employee, may be required by the County, at the County's expense, from a health care provider approved jointly by the County and the employee.

An employee who requests intermittent leave or a reduced leave schedule that is foreseeable based on planned medical treatment may be temporarily transferred, at the County's option, to an alternate position having equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

The County will be responsible for keeping records required under the FMLA and for ensuring that all medical information is kept in a separate file which will be kept confidential, except as required to coordinate the employee's leave.

4. Restoration of Employment

An employee returning from FMLA leave is generally entitled to be restored to his/her previous position or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. An employee will not be reinstated if he/she otherwise would not have been employed at the time reinstatement is requested. The County is not obligated to reinstate any employee whose job position is eliminated while on leave.

Employees designated by the County as "key" employees may be denied restoration if necessary to avoid substantial grievous economic injury to the County's operations, in accordance with the express provisions of the FMLA. These key employees are among the ten percent most highly compensated salaried employees and will be notified of their status as key employees at the time they make their leave request. If it is anticipated that it may be necessary to deny restoration to a key employee, the County will notify that employee and offer him or her an opportunity to return to work. If that employee elects not to return to work, the County will nevertheless reconsider at

the end of the leave whether or not it will be possible to reinstate that employee without suffering substantial and grievous economic injury.

5. Notification of Rights

The County will not interfere with, restrain or deny the exercise of any right provided under the FMLA. The County will not discharge or discriminate against any person for opposing any practice made unlawful by the FMLA nor will it discriminate against or discharge any person because of involvement in any proceeding under or related to the FMLA. The Secretary of Labor is authorized to investigate and attempt to resolve complaints and violations and may bring an action in any federal or state court against an employer for violating the FMLA. The FMLA will be enforced by the Department of Labor's Wage and Hour Division. An eligible employee may also bring a civil suit for violation of the FMLA. It should be noted that the FMLA does not affect any federal or state law prohibiting discrimination, nor does it supersede any state or local law which provides for greater family or medical leave benefits. The FMLA does not affect an employer's obligation to provide greater leave benefits than is required under a collective bargaining agreement or employee benefit plan or contract. No rights provided for under the FMLA may be diminished or waived by agreement, plan or contract. A copy of your rights under the FMLA is posted within the County offices. Questions concerning the FMLA or your leave benefits should be directed to Human Resources.

Article 14 – Leave without Pay

As authorized by current County policy, the District Attorney, Chief Conflict Counsel or the Chief Public Defender may grant leave, without pay, beyond that required by applicable law. A bargaining unit member on such leave without pay is entitled to maintain health insurance benefits for as many as thirty (30) calendar days after the leave commences.

Article 15 – Discipline and Discharge

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

Article 16 – Grievance Procedure

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

Section 2 Grievances must be presented promptly and within the time limitation. Time limits in the appeal steps may be extended by written, mutual consent of the parties. The Employer and the Union will each bear their own costs in advancing a grievance and shall share equally in the cost of any neutral arbitrator.

Section 3 Grievance Procedure:

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

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

Step 3*:* If the parties are unable to agree upon an arbitrator, either party may request a list of arbitrators, in the most economical way feasible, from the American Arbitration Association. The parties shall alternately strike names from the list with the Employer striking the first name, until one (1) name remains. That individual shall serve as impartial arbitrator.

Article 17 – Tuition Reimbursement

The Employer shall continue to pay all tuition costs of continuing legal education courses required for bargaining unit members to retain their professional licenses. In addition, each bargaining unit member is entitled to up to $500 per calendar year to defray the cost of membership in the York County Bar Association, the Pennsylvania Bar Association, the Pennsylvania District Attorneys Association, or tuition in a course of the employee's choice.

Article 18 – Retirement

Retirement benefit for any employee hired before January 1, 2023 shall continue to be calculated at the 1/50 ratio. 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 to their 457B plan, up to a maximum match of $2,500 made to a 401A retirement plan.

Article 19 – Salaries

Section 1 The starting salary for all employees shall be as follows for the term of the contract:

2025: $75,000.00
2026: $76,125.00
2027: $77,266.88
2028: $78,425.88

Section 2 Employees advance the steps on the Salary Scale on January 1 of the calendar year in which they will reach the anniversaries associated with each step. Therefore, no matter when in the calendar year that an employee has been hired, he/she shall advance to Step 1 of the Salary Scale on the January 1st following his/her date of hire. On the January 1st which falls two years after the Step 1 increase, the employee will advance to Step 3 of the Salary Scale; on the January 1st which falls three years after the Step 1 increase, the employee will advance to Step 4 of the Salary Scale; on January 1st which falls 6 years after the Step 1 increase, the employee will advance to Step 7 of the Salary Scale, and on the January 1st which falls 9 years after the Step 1 increase, the employee will advance to the final step of the Salary Scale; i.e., Step 10.

For illustrative purposes:
If an employee is hired on July 1, 2025, that employee will begin at the starting salary of $75,000.00.

On January 1, 2026, the employee will advance to Step 1 on the new Salary Scale, set forth below, at $82,212.75.

On January 1, 2027, the employee will remain on Step 2 on the new Salary Scale set forth below at $84,679.13.

On January 1, 2028, the employee will advance to Step 3, $89,298.86, and so on, according to the steps set forth in the Salary Scale.

Section 3 The new Salary Scale shall be as follows:

Step	2025	2026	2027	2028
1	$79,050.72	$82,212.75	$84,679.13	$87,219.51
2	$79,050.72	$82,212.75	$84,679.13	$87,219.51
3	$80,935.33	$84,172.74	$86,697.93	$89,298.86
4	$84,224.86	$87,593.85	$90,221.67	$92,928.32
5	$84,224.86	$87,593.85	$90,221.67	$92,928.32
6	$84,224.86	$87,593.85	$90,221.67	$92,928.32
7	$89,364.71	$92,939.30	$95,727.48	$98,599.30
8	$89,364.71	$92,939.30	$95,727.48	$98,599.30
9	$89,364.71	$92,939.30	$95,727.48	$98,599.30
10+	$94,436.08	$98,213.52	$101,159.93	$104,194.73
Total Increase:	$2,300	4%	3%	3%

Section 4 Wage increases will be retro-active to January 1, 2025 for current bargaining unit employees at the time of ratification. Retro-active wage increases will not be paid to individuals no longer employed at the time of ratification.

Article 20 – Health 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 ninetieth (90^{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 Health Savings Account.

Summary plan descriptions for the two (2) health care plans are attached to this contract. ("Appendix A")

Employees will contribute the following percentage premiums for the various health plans:

Employees will contribute the following percentage premiums for the various health plans for the term of the contract:

Year	Preferred	HDHP
2025	10%	5%
2026	10%	5%
2027	10%	5%
2028	10%	5%

All participating eligible employees shall contribute, on a pre-tax basis, a percentage of the County's annual premium, based upon the percentages set forth above. There will be a spousal surcharge in the amount of $50.00 per month for any employee spouse covered by County healthcare and who has alternate insurance coverage available to him/her through the spouse's employer. Employees will be required to provide written certification of his/her spouse's status in this regard. The County will notify employees of the specific information needed for the certification.

For the Health Savings Account, the County of York will fund $1,000.00 for single coverage and $2,000.00 for any other tier of coverage for the term of this contract. These funds will be distributed in one payment in January of each year the employee is enrolled in the HDHP. The deductibles and benefit details for the HDHP are set forth in the "Summary of Benefits," attached to this contract as "Appendix A."

There will be increases in certain co-payment amounts associated with the various healthcare plans.

Employees are responsible for covering the costs of applicable co-payments:

	General Practitioner Office Visit		Specialist Office Visit	
	Preferred	HDHP	Preferred	HDHP
2025	$30.00	20% after deductible	$40.00	20% after deductible
2026	$30.00	20% after deductible	$40.00	20% after deductible
2027	$30.00	20% after deductible	$40.00	20% after deductible
2028	$30.00	20% after deductible	$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*	HDHP	Preferred	HDHP
2025	$150.00	20% after deductible	$30.00	20% after deductible
2026	$150.00	20% after deductible	$30.00	20% after deductible
2027	$150.00	20% after deductible	$30.00	20% after deductible
2028	$150.00	20% after deductible	$30.00	20% after deductible

*If the employee is admitted to the hospital, there is no co-payment.

The summary plan descriptions attached to this contract as "Appendix A" show the updated co-pay amounts for the various health plans.

Section 2 The County shall provide prescription drug coverage through the PPO Preferred Plan and the Health Savings Account.

The co-payments for employees and dependents shall be as outlined below:

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

Generic Drugs	Formulary Brand Drugs	Non-Formulary Brand Drugs
$10.00	$30.00	$45.00

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

Generic Drugs	Formulary Brand Drugs	Non-Formulary Brand Drugs
$30.00	$75.00	$110.00

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

Generic Drugs	Formulary Brand Drugs	Non-Formulary Brand Drugs
20% - $15 min/$65 max	30% - $40 min/$110 max	40% - $60 min/$200 max

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

Generic Drugs	Formulary Brand Drugs	Non-Formulary Brand Drugs
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. Only through medical necessity should a member be able to get the brand if the generic is available. Employees shall be required to use mail order for all prescriptions of three (3) months or more. If a three (3) month supply is available through the County selected prescription provider, employees may purchase the 90 day supply at a local retail store of the provider.

Section 3 The employer will continue to provide dental coverage. Eligibility rules and contributions shall be the same as non-affiliated employees.

Section 4 The employer will continue to provide vision coverage. Eligibility rules and contributions shall be the same as non-affiliated employees.

Section 5 Employees hired on or after January 1, 1989, shall not be entitled to paid health and/or life insurance benefits at the 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 contract 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. For employees retiring after the effective date of this contract, their healthcare contribution level shall be frozen as the date of their 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 6 The Employer shall provide al 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 7 Employees, who can demonstrate coverage from another source, may "opt out" of 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 are both employed by the County, the non-contributing spouse is not eligible for the "opt out" payment. Eligibility of this program will begin January 1, 2013 and payout will be beginning of 2014. 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.

Section 8 The County is currently reviewing different options for future health insurance plans. In the event that the County establishes a new plan during the term of this agreement, it reserves the right to implement such plan, without any impact or change to existing plans, after meeting/reviewing it with the Union.

Article 21 – General Provisions

Section 1 There shall be no discrimination against employees because of race, color, creed, national origin, age, gender, sexual orientation[2], marital status, Union affiliation, or political affiliation.

Section 2 Employees are subject to current County Policy entitled Conduct, Ethics and Conflict of Interest.

Section 3 The County agrees to reimburse employees for substantiated travel on County business, as indicated in current County Policy entitled Travel, Staff Development and Meals

Section 4 There shall be no limit on the Employer's right to subcontract work currently performed by bargaining unit members.

Section 5 The Employer agrees to continue all current credit union practices in effect as of the signing of this Agreement. In addition, the Employer agrees to deduct from each pay for any banking institution for 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 no later than the tenth (10^{th}) day of the succeeding month, after such deductions are made. All employees shall be subject to mandatory direct deposit.

Section 6 Any terms or conditions of employment enjoyed by bargaining unit members prior to the effective date of this Agreement, and not specifically referred to in this Agreement, shall be maintained throughout the term of the Agreement.

Section 7 The term of this Agreement is January 1, 2025 through December 31, 2028.

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

Article 22 – Severance

Section 1: With the exception of employees terminated for offenses listed in Section 2 below, any full-time employee whose employment is permanently terminated by the County shall be eligible for one (1) week of severance pay for each year of continuous full-time employment with the County as of the date of termination, to a maximum of six (6) weeks' pay. Such severance payment, minus deductions for taxes, will be paid within thirty (30) days of the effective date of the termination.

Section 2: Employees who are terminated for the following reasons are not eligible for severance pay:

a. Sleeping on the job;
b. Deliberate refusal to perform a legitimate work assignment;
c. Theft of time, equipment or property;
d. Falsification of records or reports;
e. Harassment (including sexual harassment) of and/or physically striking a supervisor, manager, co-worker or member of the public while on duty or County property, except in the case of proven self defense;
f. Violation of the County's Drug and Alcohol policy;
g. Unauthorized possession of a weapon while on duty or on County property;
h. Solicitation of private business while on duty or the acceptance of items of value from the public given in exchange for the performance of an employee's duty (e.g. bribes);
i. Fraudulent use of sick leave;
j. Being held accountable for criminal behavior either by conviction, a plea or no contest or entry into an ARD program.
k. Violation of ethical responsibilities as outlined in the Rules of Professional Conduct.

Section 3: If the Union and the County are unable to agree as to the eligibility of an employee (or the severance program) the dispute may be arbitrated. Such arbitration shall be limited to a determination of eligibility for severance and shall not affect the decision to terminate.

The parties thereto, through their duly authorized representatives or agents and intending to be legally bound have set their hands and seals this 17th day of July, 2024.

County of York

Julie Wheeler
President Commissioner

J. Scott Burford
Vice President Commissioner

P. Douglas Hoke
Commissioner

Gregory Monskie
Chief Clerk/Chief Operating Officer

Teamsters Local 776

Edgar H. Thompson
President/Business Agent

Mark Andreozzi
Business Agent

Anthony J. Tambourino
Steward

APPENDIX A

County of York – Choice Blue PPO
Groups: 107584-17 – Teamsters Attorney Preferred

On the chart below, you'll see what your plan pays for specific services. There are two levels of network benefits coverage for certain services: Enhanced Value and Standard Value*. When you receive services from providers at the Enhanced Value level of benefits, you will pay less out-of-pocket. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital

Benefit	In-Network Enhanced Value	In-Network Standard Value	Out of Network
General Provisions			
Effective Date	01/01/2024		
Benefit Period (1)	Contract Year		
Deductible (per benefit period) (All in-network services are credited to both enhanced and standard deductibles.) Individual Family	 $500 $1,000	 $500 $1,000	 $500 $1,000
Plan Pays – payment based on the plan allowance	80% after deductible	80% after deductible	60% after deductible
Out-of-Pocket Limit (Includes coinsurance. Once met, plan pays 100% coinsurance for the rest of the benefit period) Individual Family	 $2,000 $4,000	 $2,000 $4,000	 $4,000 $8,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period. Individual Family	 $4,400 $8,800		 Not Applicable Not Applicable
Office/Clinic/Urgent Care Visits			
Retail Clinic Visits & Virtual Visits	100% after $30 copay	100% after $30 copay	60% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after $30 copay	100% after $30 copay	60% after deductible
Specialist Office Visits & Virtual Visits	100% after $40 copay; $40 copay for teledermatology including teladoc teledermatology	100% after $40 copay; $40 copay for teledermatology including teladoc teledermatology	60% after deductible
Virtual Visit Provider Originating Site Fee	80% after deductible	80% after deductible	60% after deductible
Urgent Care Center Visits	100% after $30 copay	100% after $30 copay	60% after deductible
Telemedicine Services (3)	100% (deductible does not apply) including teladoc	100% (deductible does not apply) including teladoc	not covered
Preventive Care (4)			
Routine Adult Physical Exams	100% (deductible does not apply)	100% (deductible does not apply)	60% after deductible
Adult Immunizations	100% (deductible does not apply)	100% (deductible does not apply)	60% after deductible
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	100% (deductible does not apply)	60% (deductible does not apply)
Mammograms, Annual Routine	100% (deductible does not apply)	100% (deductible does not apply)	60% after deductible
Mammograms, Medically Necessary	100% (deductible does not apply)	100% (deductible does not apply)	60% after deductible
Diagnostic Services and Procedures	100% (deductible does not apply)	100% (deductible does not apply)	60% after deductible
Routine Pediatric Physical Exams	100% (deductible does not apply)	100% (deductible does not apply)	60% after deductible
Pediatric Immunizations	100% (deductible does not apply)	100% (deductible does not apply)	60% (deductible does not apply)

Benefit	In-Network Enhanced Value	In-Network Standard Value	Out of Network
Diagnostic Services and Procedures	100% (deductible does not apply)	100% (deductible does not apply)	60% after deductible
Emergency Services			
Emergency Room Services (5)	100% after $150 copay (waived if admitted)		
Emergency Room Services - Non-Emergency	60% after deductible	60% after enhanced in-network deductible	60% after enhanced in-network deductible
Ambulance – Emergency and Non-Emergency (6)	80% after deductible	80% after enhanced in-network deductible	80% after enhanced in-network deductible
Hospital and Medical / Surgical Expenses (including maternity)			
Hospital Inpatient	80% after deductible	80% after deductible	60% after deductible
Hospital Outpatient	80% after deductible	80% after deductible	60% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	80% after deductible	80% after deductible	60% after deductible
Medical Care (including inpatient visits and consultations)/Surgical Expenses	80% after deductible	80% after deductible	60% after deductible
Therapy and Rehabilitation Services			
Physical Medicine	100% after $40 copay	100% after $40 copay	60% after deductible
Respiratory Therapy	80% after deductible	80% after deductible	60% after deductible
Speech Therapy	100% after $40 copay	100% after $40 copay	60% after deductible
Occupational Therapy	100% after $40 copay	100% after $40 copay	60% after deductible
Spinal Manipulations	100% after $40 copay	100% after $40 copay	60% after deductible
	limit: $500 maximum or 20 visit limit/benefit period		
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	80% after deductible	80% after deductible	60% after deductible
Mental Health / Substance Abuse			
Inpatient Mental Health Services	$250 inpatient copay/admission after deductible, 80% thereafter	$250 inpatient copay/admission after deductible, 80% thereafter	$250 inpatient copay/admission after deductible, 60% thereafter
Inpatient Detoxification / Rehabilitation	$250 inpatient copay/admission after deductible, 80% thereafter	$250 inpatient copay/admission after deductible, 80% thereafter	$250 inpatient copay/admission after deductible, 60% thereafter
Outpatient Mental Health Services (includes virtual behavioral health visits)	100% after $40 copay	100% after $40 copay	60% after deductible
Outpatient Substance Abuse Services	100% after $40 copay	100% after $40 copay	60% after deductible
Other Services			
Allergy Extracts and Injections	80% after deductible	80% after deductible	60% after deductible
Applied Behavior Analysis for Autism Spectrum Disorder (7)	80% after deductible	80% after deductible	60% after deductible
Assisted Fertilization Procedures	not covered	not covered	not covered
Dental Services Related to Accidental Injury	80% after deductible	80% after deductible	60% after deductible
Diagnostic Services Advanced Imaging (MRI, CAT, PET scan, etc.)	80% after deductible	80% after deductible	60% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	80% after deductible	80% after deductible	60% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	80% after deductible	80% after deductible	60% after deductible
Home Health Care	80% after deductible	80% after deductible	60% after deductible
	limit: 100 visits/benefit period aggregate with visiting nurse		
Hospice	80% after deductible	80% after enhanced in-network deductible	60% after deductible
Infertility Counseling, Testing and Treatment (8)	80% after deductible	80% after deductible	60% after deductible
	limit: $2,500/lifetime		
Private Duty Nursing	80% after deductible	80% after deductible	60% after deductible
Skilled Nursing Facility Care	80% after deductible	80% after deductible	60% after deductible
	limit: 180 days/benefit period		
Transplant Services	80% after deductible	80% after enhanced in-network deductible	60% after deductible

Benefit	In-Network Enhanced Value	In-Network Standard Value	Out of Network
Precertification/Authorization Requirements (9)	Yes	Yes	Yes

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.
*The terms "Enhanced Value" and "Standard Value" are not descriptors of the provider's ability.
(1) Your group's benefit period is based on a Contract Year. The Contract Year is a consecutive 12-month period beginning on your employer's effective date. Contact your employer to determine the effective date applicable to your program.
(2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense.
(3) Telemedicine Services (acute care for minor illnesses available on-demand 24/7), must be performed by a Highmark approved telemedicine vendor. Additional services provided by an approved telemedicine vendor are paid according to the benefit category that they fall under (e.g. PCP is eligible under the PCP office visit benefit, behavioral health is eligible under outpatient mental health).
(4) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply).
(5) Benefits for Emergency Care Services rendered by an Out-of-Network Provider will be paid at the Network services level. Benefits for Hospital Services or Medical Care Services rendered by an Out-of-Network Provider to a member requiring an inpatient admission or observation immediately following receipt of Emergency Care Services will be paid at the Network services level. The member will not be responsible for any amounts billed by the Out-of-Network Provider that are in excess of the plan allowance for such services.
(6) Air Ambulance services rendered by out-of-network providers will be covered at the highest network level of benefits.
(7) Services for the treatment of Autism Spectrum Disorders are covered for eligible members to age 21. After initial evaluation, Applied Behavioral Analysis will be covered as specified above. All other Covered Services for the treatment of Autism Spectrum Disorders will be covered according to the benefit category (e.g. speech therapy, diagnostic services). Treatment for Autism Spectrum Disorders does not reduce visit/day limits.
(8) After initial evaluation, Applied Behavioral Analysis will be covered as specified above. All other Covered Services for the treatment of Autism Spectrum Disorders will be covered according to the benefit category (e.g. speech therapy, diagnostic services). Treatment for Autism Spectrum Disorders does not reduce visit/day limits.
(9) If you receive services from an out-of-area provider or an out-of-network provider, you must contact Highmark Utilization Management prior to a planned inpatient admission, prior to receiving certain outpatient services or within 48 hours of an emergency or unplanned inpatient admission to obtain any required precertification. If precertification is not obtained and it is later determined that all or part of the services received were not medically necessary or appropriate, you will be responsible for the payment of any costs not covered by your health plan.

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HIGHMARK.
An Independent Licensee of the Blue Cross and Blue Shield Association

Discrimination is Against the Law

The Claims Administrator/Insurer complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. The Claims Administrator/Insurer does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex assigned at birth, gender identity or recorded gender. Furthermore, the Claims Administrator/Insurer will not deny or limit coverage to any health service based on the fact that an individual's sex assigned at birth, gender identity, or recorded gender is different from the one to which such health service is ordinarily available. The Claims Administrator/Insurer will not deny or limit coverage for a specific health service related to gender transition if such denial or limitation results in discriminating against a transgender individual. The Claims Administrator/Insurer:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact the Civil Rights Coordinator.

If you believe that the Claims Administrator/Insurer has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity, you can file a grievance with: Civil Rights Coordinator, P.O. Box 22492, Pittsburgh, PA 15222, Phone: 1-866-286-8295, TTY: 711, Fax: 412-544-2475, email: CivilRightsCoordinator@highmarkhealth.org. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

Insurance or benefit/claims administration may be provided by Highmark, Highmark Choice Company, Highmark Coverage Advantage, Highmark Health Insurance Company, First Priority Life Insurance Company, First Priority Health, Highmark Benefits Group, Highmark Select Resources, Highmark Senior Solutions Company or Highmark Senior Health Company, all of which are independent licensees of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call the number on the back of your ID card (TTY: 711).

ATENCIÓN: Si usted habla español, servicios de asistencia lingüística, de forma gratuita, están disponibles para usted. Llame al número en la parte posterior de su tarjeta de identificación (TTY: 711).

请注意：如果您说中文，可向您提供免费语言协助服务。
请拨打您的身份证背面的号码（TTY：711）。

CHÚ Ý: Nếu quý vị nói tiếng Việt, chúng tôi cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho quý vị. Xin gọi số điện thoại ở mặt sau thẻ ID của quý vị (TTY: 711).

알림: 한국어를 사용하시는 분들을 위해 무료 통역이 제공됩니다. ID 카드 뒷면에 있는 번호로 전화하십시오 (TTY: 711).

ATENSYON: Kung nagsasalita ka ng Tagalog, may makukuha kang mga libreng serbisyong tulong sa wika. Tawagan ang numero sa likod ng iyong ID card (TTY: 711).

ВНИМАНИЕ: Если вы говорите по-русски, вы можете воспользоваться бесплатными услугами языковой поддержки. Позвоните по номеру, указанному на обороте вашей идентификационной карты (номер для текст-телефонных устройств (TTY): 711).

تنبيه: إذا كنت تتحدث اللغة العربية، فهناك خدمات المعاونة في اللغة المجانية متاحة لك. اتصل بالرقم الموجود خلف بطاقة هويتك (جهاز الاتصال لذوي صعوبات السمع والنطق: 711).

Kominike : Si se Kreyòl Ayisyen ou pale, gen sèvis entèprèt, gratis-ticheri, ki la pou ede w. Rele nan nimewo ki nan do kat idantite w la (TTY: 711).

ATTENTION: Si vous parlez français, les services d'assistance linguistique, gratuitement, sont à votre disposition. Appelez le numéro au dos de votre carte d'identité (TTY: 711).

UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń pod numer podany na odwrocie karty ubezpieczenia zdrowotnego (TTY: 711).

ATENÇÃO: Se a sua língua é o português, temos atendimento gratuito para você no seu idioma. Ligue para o número no verso da sua identidade (TTY: 711).

ATTENZIONE: se parla italiano, per lei sono disponibili servizi di assistenza linguistica a titolo gratuito. Contatti il numero riportato sul retro della sua carta d'identità (TTY: 711).

ACHTUNG: Wenn Sie Deutsch sprechen, steht Ihnen unsere fremdsprachliche Unterstützung kostenlos zur Verfügung. Rufen Sie dazu die auf der Rückseite Ihres Versicherungsausweises (TTY: 711) aufgeführte Nummer an.

注： 日本語が母国語の方は言語アシスタンス・サービスを無料でご利用いただけます。ID カードの裏に明記されている番号に電話をおかけください（TTY: 711）。

توجه: اگر شما به زبان فارسی صحبت می کنید، خدمات کمک زبان، به صورت رایگان، در دسترس شماست. با شماره واقع در پشت کارت شناسایی خود (TTY: 711) تماس بگیرید.

County of York – Choice Blue HDHP
Groups: 107583-73 Correction Officers Actives, 107583-74 CO Cobra
107583-75 AFSCME Actives, 107583-76 AFSCME Cobra
107583-77 Maint Actives, 107583-78 Maint Cobra
107583-79 YDC Actives, 107583-80 YDC Cobra
107583-81 Attorneys Actives, 107583-82 Attorneys Cobra
107583-85 Detectives Actives, 107583-86 Detectives Cobra
107583-87 IAMAW Actives, 107583-88 IAMAW Cobra

This program is a qualified high deductible plan as defined by the Internal Revenue Service. It is designed for use with a Health Savings Account (HSA). On the chart below, you'll see what your plan pays for specific services. There are two levels of network benefits coverage for certain services: Enhanced Value and Standard Value *. When you receive services from providers at the Enhanced Value level of benefits, you will pay less out-of-pocket. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Benefit	In-Network Enhanced Value	In-Network Standard Value	Out of Network
General Provisions			
Effective Date	01/01/2024		
Benefit Period (1)	Contract Year		
Deductible (per benefit period) (All in-network services are credited to both enhanced and standard deductibles.) Individual Family	 $2,000 $4,000	 $2,000 $4,000	 $4,000 $8,000
Plan Pays – payment based on the plan allowance	80% after deductible	80% after deductible	60% after deductible
Out-of-Pocket Limit (Includes coinsurance, copays, deductible and prescription drug cost sharing. Once met, plan pays 100% coinsurance for the rest of the benefit period) Individual **Family**	 $2,500 $5,000	 $2,500 $5,000	 $12,500 $23,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period. Individual Family	 $6,250 $12,500		 Not Applicable Not Applicable
Office/Clinic/Urgent Care Visits			
Retail Clinic Visits & Virtual Visits	80% after deductible	80% after deductible	60% after deductible
Primary Care Provider Office Visits & Virtual Visits	80% after deductible	80% after deductible	60% after deductible
Specialist Office Visits & Virtual Visits	80% after deductible including teladoc teledermatology	80% after deductible including teladoc teledermatology	60% after deductible
Virtual Visit Provider Originating Site Fee	80% after deductible	80% after deductible	60% after deductible
Urgent Care Center Visits	80% after deductible	80% after deductible	60% after deductible
Telemedicine Services (3)	80% after deductible including teladoc	80% after enhanced in-network deductible including teladoc	not covered
Preventive Care (4)			
Routine Adult Physical Exams	100% (deductible does not apply)	100% (deductible does not apply)	60% after deductible
Adult Immunizations	100% (deductible does not apply)	100% (deductible does not apply)	60% after deductible
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	100% (deductible does not apply)	60% (deductible does not apply)

Benefit	In-Network Enhanced Value	In-Network Standard Value	Out of Network
Mammograms, Annual Routine	100% (deductible does not apply)	100% (deductible does not apply)	60% after deductible
Mammograms, Medically Necessary	80% after deductible	80% after enhanced in-network deductible	60% after deductible
Diagnostic Services and Procedures	100% (deductible does not apply)	100% (deductible does not apply)	60% after deductible
Routine Pediatric Physical Exams	100% (deductible does not apply)	100% (deductible does not apply)	60% after deductible
Pediatric Immunizations	100% (deductible does not apply)	100% (deductible does not apply)	60% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	100% (deductible does not apply)	60% after deductible
Emergency Services			
Emergency Room Services (5)	80% after deductible	80% after enhanced in-network deductible	80% after enhanced in-network deductible
Ambulance – Emergency and Non-Emergency (6)	80% after deductible	80% after enhanced in-network deductible	80% after enhanced in-network deductible
Hospital and Medical / Surgical Expenses (including maternity)			
Hospital Inpatient	80% after deductible	80% after deductible	60% after deductible
Hospital Outpatient	80% after deductible	80% after deductible	60% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	80% after deductible	80% after deductible	60% after deductible
Medical Care (including inpatient visits and consultations)/Surgical Expenses	80% after deductible	80% after deductible	60% after deductible
Therapy and Rehabilitation Services			
Physical Medicine	80% after deductible	80% after deductible	60% after deductible
Respiratory Therapy	80% after deductible	80% after deductible	60% after deductible
Speech Therapy	80% after deductible	80% after deductible	60% after deductible
Occupational Therapy	80% after deductible	80% after deductible	60% after deductible
Spinal Manipulations	80% after deductible	80% after deductible	60% after deductible
	limit: $500 maximum or 20 visits/benefit period		
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	80% after deductible	80% after deductible	60% after deductible
Mental Health / Substance Abuse			
Inpatient Mental Health Services	80% after deductible	80% after enhanced in-network deductible	60% after deductible
Inpatient Detoxification / Rehabilitation	80% after deductible	80% after enhanced in-network deductible	60% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	80% after deductible	80% after enhanced in-network deductible	60% after deductible
Outpatient Substance Abuse Services	80% after deductible	80% after enhanced in-network deductible	60% after deductible
Other Services			
Allergy Extracts and Injections	80% after deductible	80% after deductible	60% after deductible
Applied Behavior Analysis for Autism Spectrum Disorder (7)	80% after deductible	80% after deductible	60% after deductible
Assisted Fertilization Procedures	not covered	not covered	not covered
Dental Services Related to Accidental Injury	not covered	not covered	not covered
Diagnostic Services Advanced Imaging (MRI, CAT, PET scan, etc.)	80% after deductible	80% after deductible	60% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	80% after deductible	80% after deductible	60% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	80% after deductible	80% after deductible	60% after deductible
Home Health Care	80% after deductible	80% after deductible	60% after deductible
	limit: 100 visits/benefit period aggregate with visiting nurse		
Hospice	80% after deductible	80% after enhanced in-network deductible	60% after deductible

Benefit	In-Network Enhanced Value	In-Network Standard Value	Out of Network
Infertility Counseling, Testing and Treatment (8)	80% after deductible	80% after deductible	60% after deductible
	limit: $2,500/lifetime		
Private Duty Nursing	80% after deductible	80% after deductible	60% after deductible
Skilled Nursing Facility Care	80% after deductible	80% after deductible	60% after deductible
	limit: 180 days/benefit period		
Transplant Services	80% after deductible	80% after enhanced in-network deductible	60% after deductible
Precertification/Authorization Requirements (9)	Yes	Yes	Yes

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.
*The terms "Enhanced Value" and "Standard Value" are not descriptors of the provider's ability.
(1) Your group's benefit period is based on a Contract Year. The Contract Year is a consecutive 12-month period beginning on your employer's effective date. Contact your employer to determine the effective date applicable to your program.
(2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense. If you are enrolled in a "Family" plan, with your non-embedded deductible, the entire family deductible must be satisfied before claims reimbursement begins. In addition, with your non-embedded out-of-pocket limit, the entire family out-of-pocket limit must be satisfied before additional claims reimbursement begins. Finally, with your embedded TMOOP, once any eligible family member satisfies his/her individual TMOOP, claims will pay at 100% of the plan allowance for covered expenses, for the rest of the plan year. Claims for the remaining family members will pay at 100% once the family TMOOP amount is met.
(3) Telemedicine Services (acute care for minor illnesses available on-demand 24/7), must be performed by a Highmark approved telemedicine vendor. Additional services provided by an approved telemedicine vendor are paid according to the benefit category that they fall under (e.g. PCP is eligible under the PCP office visit benefit, behavioral health is eligible under outpatient mental health).
(4) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply).
(5) Benefits for Emergency Care Services rendered by an Out-of-Network Provider will be paid at the Network services level. Benefits for Hospital Services or Medical Care Services rendered by an Out-of-Network Provider to a member requiring an inpatient admission or observation immediately following receipt of Emergency Care Services will be paid at the Network services level. The member will not be responsible for any amounts billed by the Out-of-Network Provider that are in excess of the plan allowance for such services.
(6) Air Ambulance services rendered by out-of-network providers will be covered at the highest network level of benefits.
(7) Services for the treatment of Autism Spectrum Disorders are covered for eligible members to age 21. After initial evaluation, Applied Behavioral Analysis will be covered as specified above. All other Covered Services for the treatment of Autism Spectrum Disorders will be covered according to the benefit category (e.g. speech therapy, diagnostic services). Treatment for Autism Spectrum Disorders does not reduce visit/day limits. (7) After initial evaluation, Applied Behavioral Analysis will be covered as specified above. All other Covered Services for the treatment of Autism Spectrum Disorders will be covered according to the benefit category (e.g. speech therapy, diagnostic services). Treatment for Autism Spectrum Disorders does not reduce visit/day limits.
(8) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
(9) If you receive services from an out-of-area provider or an out-of-network provider, you must contact Highmark Utilization Management prior to a planned inpatient admission, prior to receiving certain outpatient services or within 48 hours of an emergency or unplanned inpatient admission to obtain any required precertification. If precertification is not obtained and it is later determined that all or part of the services received were not medically necessary or appropriate, you will be responsible for the payment of any costs not covered by your health plan.

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An Independent Licensee of the Blue Cross and Blue Shield Association

Discrimination is Against the Law

The Claims Administrator/Insurer complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. The Claims Administrator/Insurer does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex assigned at birth, gender identity or recorded gender. Furthermore, the Claims Administrator/Insurer will not deny or limit coverage to any health service based on the fact that an individual's sex assigned at birth, gender identity, or recorded gender is different from the one to which such health service is ordinarily available. The Claims Administrator/Insurer will not deny or limit coverage for a specific health service related to gender transition if such denial or limitation results in discriminating against a transgender individual. The Claims Administrator/Insurer:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact the Civil Rights Coordinator.

If you believe that the Claims Administrator/Insurer has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity, you can file a grievance with: Civil Rights Coordinator, P.O. Box 22492, Pittsburgh, PA 15222, Phone: 1-866-286-8295, TTY: 711, Fax: 412-544-2475, email: CivilRightsCoordinator@highmarkhealth.org. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

Insurance or benefit/claims administration may be provided by Highmark, Highmark Choice Company, Highmark Coverage Advantage, Highmark Health Insurance Company, First Priority Life Insurance Company, First Priority Health, Highmark Benefits Group, Highmark Select Resources, Highmark Senior Solutions Company or Highmark Senior Health Company, all of which are independent licensees of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call the number on the back of your ID card (TTY: 711).

ATENCIÓN: Si usted habla español, servicios de asistencia lingüística, de forma gratuita, están disponibles para usted. Llame al número en la parte posterior de su tarjeta de identificación (TTY: 711).

请注意：如果您说中文，可向您提供免费语言协助服务。
请拨打您的身份证背面的号码（TTY：711）。

CHÚ Ý: Nếu quý vị nói tiếng Việt, chúng tôi cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho quý vị. Xin gọi số điện thoại ở mặt sau thẻ ID của quý vị (TTY: 711).

알림: 한국어를 사용하시는 분들을 위해 무료 통역이 제공됩니다. ID 카드 뒷면에 있는 번호로 전화하십시오 (TTY: 711).

ATENSYON: Kung nagsasalita ka ng Tagalog, may makukuha kang mga libreng serbisyong tulong sa wika. Tawagan ang numero sa likod ng iyong ID card (TTY: 711).

ВНИМАНИЕ: Если вы говорите по-русски, вы можете воспользоваться бесплатными услугами языковой поддержки. Позвоните по номеру, указанному на обороте вашей идентификационной карты (номер для текст-телефонных устройств (TTY): 711).

تنبيه: إذا كنت تتحدث اللغة العربية، فهناك خدمات المعاونة في اللغة المجانية متاحة لك. اتصل بالرقم الموجود خلف بطاقة هويتك (جهاز الاتصال لذوي صعوبات السمع والنطق: 711).

Kominike : Si se Kreyòl Ayisyen ou pale, gen sèvis entèprèt, gratis-ticheri, ki la pou ede w. Rele nan nimewo ki nan do kat idantite w la (TTY: 711).

ATTENTION: Si vous parlez français, les services d'assistance linguistique, gratuitement, sont à votre disposition. Appelez le numéro au dos de votre carte d'identité (TTY: 711).

UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń pod numer podany na odwrocie karty ubezpieczenia zdrowotnego (TTY: 711).

ATENÇÃO: Se a sua língua é o português, temos atendimento gratuito para você no seu idioma. Ligue para o número no verso da sua identidade (TTY: 711).

ATTENZIONE: se parla italiano, per lei sono disponibili servizi di assistenza linguistica a titolo gratuito. Contatti il numero riportato sul retro della sua carta d'identità (TTY: 711).

ACHTUNG: Wenn Sie Deutsch sprechen, steht Ihnen unsere fremdsprachliche Unterstützung kostenlos zur Verfügung. Rufen Sie dazu die auf der Rückseite Ihres Versicherungsausweises (TTY: 711) aufgeführte Nummer an.

注： 日本語が母国語の方は言語アシスタンス・サービスを無料でご利用いただけます。ID カードの裏に明記されている番号に電話をおかけください（TTY: 711）。

توجه: اگر شما به زبان فارسی صحبت می کنید، خدمات کمک زبان، به صورت رایگان، در دسترس شماست. با شماره واقع در پشت کارت شناسایی خود (TTY: 711) تماس بگیرید.