AGREEMENT BETWEEN

COUNTY OF YORK

AND

TEAMSTERS LOCAL UNION 776

Affiliated w/the International Brotherhood of Teamsters

On Behalf of

York County Prison Correctional Officers

(January 1, 2025 through December 31, 2028)

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PREAMBLE

This Agreement entered into by the York County Prison, hereinafter referred to as the Employer, and Teamsters Local Union 776 of Harrisburg, Pennsylvania, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and hours of work and other terms and conditions of employment.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, and other conditions of employment for all full-time, part-time, regular, permanent employees designated in the Pennsylvania Labor Relations Board Order of Certification, dated October 30, 1975 and described as follows:

In a subdivision of the Employer unit comprised of all Correctional Officers, excluding, however, employees employed to enforce against employees and other persons, rules to protect property of the Employer or to protect the safety of persons on the Employer's premises and excluding supervisors and confidential employees as defined in Act 195. Also excluded are those employees who perform maintenance duties.

ARTICLE 2
UNION SECURITY

Section 1. The Employer and the Union agree that non-union members of the bargaining unit shall be subject to a Fair Share contribution pursuant to Pennsylvania Act 399 of 1993 (SB 399 and Amendments thereto). The Fair Share contributions rate for non-union members of the bargaining unit shall be based upon the cost of representation reflected in the Union's Annual Report. The County shall be notified of that cost on or about July 1 of each year. This payment shall be deducted in accordance with Article 4.

Section 2. The Union shall indemnify and save the County 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 County for the purpose of complying with any of the provisions of this Fair Share clause.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. The Management of the County operations and the direction of the working force is vested exclusively in the Employer and includes, but is not limited to the right to: hire, suspend, discipline or discharge for proper 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

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

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

ARTICLE 4
UNION DUES - CHECK-OFF

Section 1. 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, its elected or appointed officials, its agents and its employees, against any and all claims, losses, costs, damages, orders, judgments 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 to 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.

Section 2. The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

National D.R.I.V.E.
P.O. Box 758637
Baltimore, MD 21275

The Employer shall send on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deduction shall be made which is prohibited by applicable law.

Section 3. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 5
HOURS OF WORK

Section 1. The workweek for full time employees shall normally consist of forty (40) hours for employees working in job classifications covered by this Agreement. The workweek for those employees shall be worked in either five (5) consecutive eight-hour days, four (4) consecutive ten-hour days, or three (3) consecutive twelve-hour days one week and four (4) twelve-hour days the other week (in which case the normal workweek shall consist of 36 hours one week and 48 hours the other week within a pay period), subject to managerial discretion.

The Employer, at its discretion, may hire part-time employees to work less than forty (40) hours per week in order to accommodate scheduling needs. The number of part-time employees shall not exceed 15% of the number of full-time Correctional Officers. Part-time employees must meet the same training requirements as full-time employees.

Part-time employees scheduled to work less than one thousand hours per year shall not be entitled to benefits under the provisions of the current agreement.

Part-time employees shall be considered as casual employees and shall not accrue seniority on the full-time roster. Part-time seniority shall be used to bid on full-time positions.

Part-time employees who work more than one thousand hours total in a year (January 1 to January 1) but less than forty (40) hours per week, shall be entitled to participate in the County retirement system as required under statute, health and life insurance benefits as provided herein, and prorated holiday, sick, and vacation accumulation.

Part-time employees will be provided uniforms by the County.

Section 2. The Warden shall have the ability to change the scheduled starting and ending times for each shift by up to thirty (30) minutes. Employees shall be notified in advance of changes in the hours of work by posting on departmental bulletin boards at least seven (7) days in advance. Changes in the scheduled hours of work shall be limited to two (2) per year, unless otherwise mutually agreed to by both the Union and Management. The start times for twelve-hour shifts shall be 08:00 and 20:00.

Employees may trade scheduled days-off with other employees within the same workweek; provided, however, that additional hours worked by any employee as the result of a trade shall not be counted for overtime purposes. Trade requests will not be accepted more than three (3) months in advance of the requested switch.

Trades may only be done with employees with the same classification and job title as the employee requesting the trade.

Section 3. The regular hours of work for any shift shall be consecutive, except that they will have a meal period which will not be part of the work shift unless it is with pay, as indicated in the MEAL PERIODS section below.

Section 4. There will be no docking of pay if employee is less than six (6) minutes late. If any employee is late more than six (6) minutes, the pay will be docked to the nearest tenth of the hour. Employees shall be considered on time for work if they are at their assigned post at the designated starting time. Employees who, because of circumstances within the Prison, are unable to be at their post at the designated starting time shall, nonetheless, be considered on time.

Any staff member who has not contacted the Call Off Line within fifteen minutes after the start of the shift will be considered a No Show/No Call. If employees contact the Call Off Line between the start of the shift and fifteen minutes later, employees must be clocked in within one hour of the scheduled start of their shift. It is not the responsibility of the Employer to contact staff members who fail to report for their shifts. In addition, staff members may also contact the Control Center; however, that shall not relieve the staff member of his/her obligation to contact the Call Off Line as set forth in this paragraph.

Section 5. In addition to the employee's regular classification rate, those employees assigned or scheduled to work on the second shift shall be entitled to a shift differential of fifty-five (55) cents per hour for all such work performed on the second shift.

In addition to the employee's regular classification rate, those employees assigned or scheduled to work on the third shift shall be entitled to a shift differential of seventy (70) cents per hour for such work performed on the third shift.

Section 6. Employees required to report to the prison or who voluntarily respond to a work call, shall be guaranteed fifty percent (50%) of hours called for with a minimum of two (2) hours pay. Employees required to report to the shooting range will be compensated for all hours worked outside of their scheduled shift and are guaranteed two (2) hours pay. Employees may be required to report to the shooting range only immediately before, or immediately after, a regularly scheduled shift. Employees are entitled, on request, to a minimum of eight hours off between tours of duty, except in times of operational emergencies.

ARTICLE 6
MEAL PERIODS

Section 1. All Correctional Officers shall be granted a one-half (1/2) hour meal period and meal with pay, which shall be part of their shift. Under normal circumstances, this meal will be served within four (4) hours from the start of the shift, with the exception of the evening shift and midnight shift, in which case the meal period shall start no earlier than one (1) hour after the start time of said shift. Employees shall be allowed to exit the building during their lunch period but cannot leave the premises of the York County Prison.

Section 2. If an employee works over four (4) hours (or in cases where the employee works four (4) hours and there is a regularly scheduled meal period), either in addition to the normal shift or as an overtime shift, the Employer shall furnish said employee a meal.

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

Section 4. When transporting or guarding inmates away from the prison, employees shall receive a meal allowance of up to $12 for breakfast, $17 for lunch and $27 for dinner.

Section 5. The staff lounge shall be available to staff twenty-four (24) hours a day for purposes of having access to beverages and vending machines available in the lounge. Other than meal periods, staff must first obtain approval from a supervisor prior to visiting the lounge. Nothing in this section shall limit the Employer's management rights with respect to the staff, including but not limited to the right to supervise and discipline employees for just cause for violation of work rules in connection with their use of the lounge.

Section 6. Correctional Officers assigned to hospital duties, on any shift, shall be relieved for a one-half hour meal period, which shall be part of their shift; provided, however, the meal times set forth above in Section 1 shall not apply.

Section 7. Employees traveling to another County facility for training purposes will be provided a bagged lunch by the Prison and no additional reimbursement. Any employee traveling outside of a County facility for training shall be entitled to meal reimbursements outlined in the current County Policy – Travel, Staff Development and Meals.

ARTICLE 7
HOLIDAYS

Section 1. The following twelve (12) days shall be recognized and observed as paid holidays:

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

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.

Easter Sunday is not one of the recognized and observed paid holidays. However, employees who work on Easter Sunday are entitled to be paid time and one-half (1 ½) their regular hourly rate of pay for all hours worked on that day. For purposes of calculating an employee's weekly overtime, the hours worked on Easter Sunday will only be counted as straight time hours. The extra one-half time paid for hours worked on Easter Sunday will not be included in the weekly overtime computation.

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

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

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

Management will post vacant Holidays for a period of seven (7) days. Available holidays and awarded holidays shall be posted at all time clocks. Holidays will be awarded within seven (7) days on seniority basis. When canceling an awarded holiday(s), employees must give fourteen (14) days notice.

Holiday hours are not included as hours worked when computing overtime.

Section 4. The holidays listed above will begin at midnight the day before the actual holiday and cease at midnight on the holiday.

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

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

Section 6. Employees shall be eligible for holiday pay under the following circumstances:

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

ARTICLE 8
VACATIONS

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

Service	Vacation Period	
0 – 48 months (4 yr.)	6.67 hours / completed month	80 hours / yr.
49 – 120 months (10 yr.)	10.00 hours / completed month	120 hours / yr.
121 – 180 months (15 yr.)	13.36 hours / completed month	160 hours / yr.
181 – 240 months (20 yr.)	15.33 hours / completed month	184 hours / yr.
Over 241 months	16.72 hours / completed month	200 hours / yr.

A vacation day may be taken without prior approval but with a twenty-four (24) hour notice provided it does not result in mandatory overtime. Vacation requests shall be submitted to the

Warden or, in cases where the Warden is unavailable, to the Warden's designee. If it is possible for the Employer to give vacation time upon receipt of a shorter notice, the Employer may grant time off.

Employees shall be entitled to use vacation in half (1/2) day increments subject to management approval and limitations provided in Section 5 of this Article. Requests for half day increments must be made during normal business hours of the business office.

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

Section 3. Employees may accumulate a maximum of 720 hours of vacation. Upon resignation, discharge, or retirement, employees shall be entitled to payment for all accumulated, unused vacation up to a maximum of 720 hours.

Section 4. Vacation pay shall be the employee's regular rate of pay, including any differential pay if applicable, in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Section 5. The total number of employees allowed off for vacation per day shall be 45, as follows:

Day Shift	18
Evening Shift	15
Night Shift	12

These numbers may only be reduced in the event of an exigency determined by the Warden that prevents the prescribed number(s) being attained.

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

Section 6. If the Employer in its discretion chooses to replace an employee who is on vacation, it shall first seek volunteers. The Employer shall have the right to require the least senior qualified employee not otherwise scheduled for vacation to report to work.

Section 7. With a minimum of seventy-two (72) hours notice prior to the end of the pay period, employees may take full pay in lieu of time off for the accumulated vacation days. For all new employees hired after the effective date of this Award, payments of accrued vacation will not be counted towards the employee's retirement calculation. For all current employees, payments of accrued vacation will not be counted towards the employee's retirement calculation, but this change will not become effective for those employees until January 1, 2021.

Section 8. Any employee with a personal day balance on December 31, 2024, shall have those days converted to vacation hours effective January 1, 2025.

ARTICLE 9
SICK LEAVE

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

Service	Sick Leave
0 – 24 months	½ day/completed month (6 days/year)
Over 24 months	1 day/completed month (12 days/year)

The maximum accumulation of sick leave shall be 120 days.

At the beginning of each year, twenty four (24) hours of sick leave shall be added to each employee's sick bank, regardless of their years of service. These hours are in addition to the monthly accruals outlined above.

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

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

Section 4. Three (3) days per year of accumulated sick leave or vacation leave may be used for emergency purposes. In order to use an emergency day, an employee must have a minimum of eight (8) hours accumulated sick leave or vacation leave.

Employees shall be required to call in prior to the start of their scheduled work shift and advise the Employer of their intent to utilize an emergency leave day. An employee shall not be permitted to use an emergency day, as described above in this Section, on New Year's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve or Christmas Day. The only exception will be in the extraordinary situation where the employee experiences a legitimate medical emergency, or other similarly serious emergency, which is verified and documented to the Employer.

Section 5. Employees reporting off for sick leave shall call in and notify his/her immediate supervisor or the person otherwise designated by management of their intent to take sick leave no later than one (1) full hour prior to his\her work shift whenever possible. If less than one (1) hour notice is given, a verifiable emergency must be provided or disciplinary action may result.

Employees failing to report for four (4) consecutive days, shall be deemed absent without authorization and thereby subject to immediate dismissal, unless for a justifiable reason.

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

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

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

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

Sick leave buyout will not be paid out in less than one (1) full day increment.

For all new employees hired after the effective date of this Award, payments of accrued sick leave will not be counted towards the employee's retirement calculation. For all current employees, payments of accrued sick leave will not be counted towards the employee's retirement calculation, but this change will not become effective for those employees until January 1, 2021.

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

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

1. Employees with a documented serious illness or medical emergency will be evaluated on a case-by-case basis. If a doctor's excuse is provided and the absence is deemed to be valid, the employee will not be given an "occurrence" for non-paid days off.

2. Any other non-compensatory time off, as calculated by a rolling twelve (12) month period, other than a leave of absence as per Article 13 or approved time off under the FMLA, will be counted as an occurrence according to the schedule set forth below. The twelve (12) month period is measured backward from the date an employee uses any FMLA leave. Occurrences will be issued within fifteen (15) calendar days from the date of the incident.

Absences	Occurrences
Insufficient time – 4 hours or less	½
Insufficient time – one or more consecutive days	1
Absent, no call	1 ½
Patterns of absenteeism	1
Utilization of 4th or more emergency days	1
First Occurrence	Written Warning
Second Occurrence	One Day Suspension
Third Occurrence	Three Day Suspension
Fourth Occurrence	Subject to Termination

Late/Leave Early	Occurrences
Arrive late with call	½
Arrive late without call	1
Leave early	½
Leave early prior to 4 hours worked	1
First Occurrence	Written Warning
Second Occurrence	One Day Suspension
Third Occurrence	Three Day Suspension
Fourth Occurrence	Subject to Termination

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

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

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

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

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

ARTICLE 10
BEREAVEMENT LEAVE

Employees shall be entitled to bereavement leave in accordance with the current County Policy in effect at that time. The County shall provide the Union with notice of any proposed amendments and revisions to the County Policy prior to the implementation of same. The current version of the County Policy shall be made available to employees via the County Intranet.

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

ARTICLE 11
MILITARY LEAVE

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

ARTICLE 12
FAMILY/MEDICAL LEAVE

Section 1. Any bargaining unit who has worked for the County for at least one year, and who has worked at least 1,250 hours in the preceding twelve (12) months is eligible to utilize up to twelve (12) weeks of family/medical 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 (leave must be taken and completed within twelve (12) months after placement)

(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 of eligibility is calculated on a rolling basis by counting forward from the date of a leave request and runs concurrently with other County leave or paid time-off programs, as noted below. Once allowable paid time is exhausted, the remaining family/medical leave will be unpaid.

Leave for birth or placement (bonding leave) must be taken at one time, in consecutive days or weeks. Employees utilizing leave for bonding, or for their own serious health condition, must first utilize any accrued sick leave, in addition to seventy-five percent (75%) of accrued vacation and personal leave. Once accrued vacation and personal leave time is exhausted, remaining leave will be unpaid.

Leaves due to the serious health condition of a family member may be taken intermittently, or on a reduced schedule, when medically necessary, and provided the employee complies with the procedures described later. Employees utilizing leave because of a family member's serious health condition must use five (5) of their accrued sick leave days in addition to seventy-five percent (75%) of accrued vacation and personal leave as part of this twelve (12) week leave. Once accrued vacation and personal leave time is exhausted, remaining leave will be unpaid.

If both spouses are employed by the County of York and are otherwise eligible for family/medical leave, for bonding leave purposes, they are permitted to take only a combined total of twelve (12) weeks leave during any twelve (12) month period.

Any employee using unpaid family/medical leave shall not be entitled to holiday, bereavement, or jury duty pay while on such leave. Vacation/sick leave accruals are discontinued whenever an employee is on an unpaid leave of absence including unpaid FMLA leave.

During the period of family/medical leave, the Employer will continue to make premium payments to 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. The employee is required to continue his/her usual contribution to the cost of the insurance coverage. Provision for payment of such contributions will be made at the time of leave request. If any contribution is more than thirty (30) days past due, the Employer will termination health care coverage for the duration of the leave. Coverage will be restored upon the employee's return to work. The Employer will notify the employee, in writing, at least fifteen (15) days before the date that the health coverage will lapse.

If the employee fails to return to work at the conclusion of his/her family/medical leave, the Employer is entitled to recoup the cost of providing the employee's health care coverage. If, because of circumstances beyond the employee's control, he or she is unable to return to work or

if the Employer grants an additional leave of absence, and the employee subsequently returns to work, the Employer shall not seek to recoup the costs of providing health care coverage.

Section 2. When requesting family/medical leave, whether paid or unpaid, a thirty (30) day advance notice is required when the necessity for leave is foreseeable. Where the need for leave is not foreseeable, the employee must provide 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 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, health condition must, in conjunction with their health care provider, submit medical certification of the need for leave every thirty (30) days. Failure of the employee to provide the completed forms to the Employer, within fifteen (15) days of the Employer's request for such forms, may result in denial of leave until certification is provided or revocation of an employee's entitlement to continued leave.

Employees requesting 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 Employer (if such need is reasonably foreseeable). They must also provide, as part of the medical certification from the health care provider describing why such intermittent or reduced schedule leave is medically necessary.

Employees are required to notify the Employer, every thirty (30) days, of their intent to return to work and, where applicable, are required to update their medical certification every thirty (30) 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.

Section 3. 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 Employer will designate the leave as family/medical 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 week family/medical leave.

If the Employer has reason to doubt the validity of any medical certification provided, the Employer may, at its own expense, require a second opinion of a health care provider approved or designated by the Employer, so long as the provider is not employed, on a regular basis, by the County of York. If there are conflicting medical opinions, a third opinion, which will be final and binding on both the Employer and the employee, may be required by the Employer, at the Employer's expense, from a health care provider approved jointly by the Employer and the employee. Should the Employer and employee be unable to agree on the identify of the third health care provider, the third health care provider shall be selected by the health care provider utilized by each of the Employer and the employee. Failing agreement by the two health care providers, the third health care provider shall be selected by a coin toss.

An employee who requests intermittent leave, or a reduce leave schedule, because of planned medical treatment, may be temporarily transferred, at the Employer'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 Employer is responsible for keeping records required by the federal Family and Medical Leave Act 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.

Section 4. An employee returning to work from family/medical 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 Employer is not obligated to reinstate any employee whose job position is eliminated while on leave.

ARTICLE 13
LEAVE OF ABSENCE

Section 1. Service credit (seniority) shall continue to accrue during leave of absence as provided by this Agreement.

Section 2. All 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. Requests for any type of leave to which an employee is entitled under this Agreement and which is not to exceed one month shall be answered by the Employer within five (5) days. If the requested leave is in excess of one month, the request shall be answered within ten (10) days.

Section 4. All leaves of absence except maternity/disability, and military will be granted at the Employer's discretion.

Section 5. Leaves of absence without pay may be granted by the Employer for period of up to ninety (90) days before termination. Additional days may be granted by the Employer based on individual needs.

Section 6. Employees shall have the right to return to the same position within the same classification he/she held prior to going on disability/childbirth leave, or to an equivalent position with regard to pay and skill.

Section 7. Employees holding elected Union office shall upon request receive a leave of absence without pay for the term of their office.

ARTICLE 14
OVERTIME

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

Section 2. Overtime as set forth in the CBA will be calculated in accordance with the manner calculated by the County's time entry system. Specifically, daily overtime shall be calculated as any hours worked in excess of eight (8), ten (10) or twelve (12) in any workday (depending on bid)—specifically, examining continuous hours worked and shall be paid at the rate of one and one-half (1 ½) times the employee's hourly rate.

a. When an employee works a shift in addition to the employee's pre-assigned shift, the first eight, ten or twelve hours of work (depending on bid) shall be calculated as regular hours and the additional hours of continuous work in excess of the first eight, ten or twelve worked shall be calculated as overtime.

b. By way of specific example, a Correctional Officer who is assigned to the 8:00 a.m. to 4:00 p.m. shift and volunteers to work the midnight to 8:00 a.m. shift leading up to his pre-assigned shift shall have the midnight to 8:00 a.m. shift calculated as regular hours and the 8:00 a.m. to 4:00 p.m. shift calculated as overtime hours.

Similarly, weekly overtime shall be calculated as any hours worked in excess of the first forty (40) hours in a given week. and shall be paid at the rate of one and one-half (1 ½) times the employee's hourly rate. The first forty hours worked shall be calculated as straight time.

Overtime hours shall not be pyramided.

Section 3. Overtime work shall be assigned as far as practicable to employees within their respective job classifications. If necessary, the Employer may assign overtime to full-time Correctional Officers prior to awarding overtime to part-time Correctional Officers.

Section 4. All vacancies shall be offered by a supervisor to qualified employees by seniority. Employees may elect to cover four (4), eight (8), ten (10), or twelve (12) hour segments of the vacant shift. In the event that an insufficient number of volunteers are secured, mandatory overtime can be assigned by the supervisor in inverse order of seniority. Once awarded, the employee is required to work or is subject to disciplinary action under the occurrence system. Employees so mandated may not be ordered again for a minimum of 48 hours from the end of the mandatory overtime. However, in the event the operational needs of the Prison require the Prison to mandate an employee within 48 hours from the end of the mandatory overtime, the employee shall be paid at two times the employee's regular rate of pay.

Section 5. Management is not responsible for errors on the call list. If an error is made, the employee will be offered the next available overtime opportunity. However, if the employee is

unable to work the next available overtime, he will retain his place on the call list for two (2) additional overtime opportunities. If the employee has declined to work overtime three (3) times, he will then return to his normal place on the seniority list. It is the employee's responsibility to notify the officer running the call list that he has been improperly by-passed and wants to be notified of the next available overtime opportunity. All overtime complaint forms must be verified and signed off by a Union Steward.

Section 6. Employees who volunteer to work more than three hundred and twenty (320) overtime hours in any calendar year, shall receive a bonus of seven hundred and fifty dollars ($750), which sum shall be payable, by separate check (beginning January 1, 2014 and continuing for each January thereafter) following the year for which the employee is eligible to receive the bonus. For purposes of this section, the overtime bonus will be determined at the end of the year based upon overtime hours actually worked during said year. Hours paid as straight time shall not be counted.

Section 7. The Union and Management agree to meet and discuss modifications to the prescribed staffing of overtime as from time to time that the parties agree that it may be necessary. Management is not obligated to adopt the Union's position following any meet and discuss that takes place as a result of this Section.

ARTICLE 15
EARNINGS

Bargaining unit members who join the bargaining unit subsequent to the effective date of this award and who are in their one-hundred eighty (180) day probationary period shall be paid $1.00 per hour less than the lowest rate on the chart for the applicable year. For the next one-hundred eighty five (185) days immediately following the employee's probationary period, the employee shall be paid $0.50 per hour less than the lowest rate on the chart for the applicable year. Employees who are still in their probationary period on the effective date of this award are subject to the provisions of this paragraph until the expiration of their probationary period.

The wages reflected in the chart below are retroactive to the dates specified therein.

Years of Service	1/1/2025	1/1/2026	1/1/2027	1/1/2028
0 – 4 years	$31.03	$32.13	$33.33	$34.83
5 – 9 years	$33.11	$34.21	$35.41	$36.91
10 – 14 years	$34.90	$36.00	$37.20	$38.70
15 – 19 years	$36.84	$37.94	$39.14	$40.64
20+ years	$37.84	$38.94	$40.14	$41.64

For the term of this contract, and regardless of an employee's anniversary date, employees shall receive their wage increases on the dates scheduled in the chart above (*i.e.,* on January 1 of the calendar year).

Part-time employee wages will be as outlined below:

	1/1/2025	1/1/2026	1/1/2027	1/1/2028
Part- Time CO	**$26.11**	**$26.36**	**$26.61**	**$26.86**

All Bargaining Unit Employees employed at the time of ratification of this contract will receive a one-time payment of $1,000.00 if ratified before August 23, 2024. This one-time payment will not be compounded into annual salary calculations and will be payable via separate deposit within sixty (60) days of the Commissioner's approval of this agreement.

ARTICLE 16
WORK OUT-OF-CLASSIFICATION

Section 1. Employees assigned to do work of a higher classification will receive the pay rate of the higher classification for all time worked in such higher classification, plus shift differential by classification, provided the employee works a minimum of four (4) hours in the higher classification.

Section 2. If an employee feels that he is working out-of-classification, he shall be able to go through the grievance procedure up to and including, arbitration. If the Employer and Union agree the person is working out-of-classification, he shall be given the higher classification pay adjustment for the period stipulated in Section 1.

ARTICLE 17
WORK RELATED INJURIES

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

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

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

If not otherwise reimbursed, employees will be compensated for mileage, parking, and meal expenses (not to exceed the amounts provided for under Article 6, Section 4 of this Agreement), which are incurred for given work assignments outside the institution.

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

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

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

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

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

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

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

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

ARTICLE 18
DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge, or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, or discharge beginning at the third step of the grievance procedure, subject of any conditions set forth in the Grievance Procedure. The Union shall be notified in writing within four (4) calendar days by the Employer of any demotion, suspension or discharge.

Section 2. In all cases where a disciplinary infraction has allegedly occurred, the employee will be advised in writing of the alleged violation/notice of investigation within seven (7) calendar days in which the alleged violation was discovered, unless such notification would interfere with an investigation or alleged crimes code violation. If the employee is unavailable, the Union Business Agent or Union Steward will receive the notice, all documentation and sign to acknowledge receipt.

Section 3. Investigations will be completed within thirty (30) days of notification to the employee. Within fourteen (14) calendar days of the completion of the investigation, the Administration shall conduct a Pre-Disciplinary Conference (PDC) to review the allegations and permit the employee to present his/her account. Employees will be notified of the specific violation(s) alleged along with the date, time and location of PDC via a PDC notice. The Administration shall issue the results of that PDC within fourteen (14) calendar days of the date of the PDC.

Section 4. Any of the above time limits may be extended by the number of sick, vacation or other leave days the employee takes during the investigation process or by mutual agreement between the County and the Union.

Section 5. The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. Where insubordination or flouting of authority by an employee in public and in the presence of other employees takes place the Employer shall not be restricted by the operation of this section.

Warning letters, and/or minor infractions or violations shall not be considered or used by the Employer when issuing discipline, provided that such letters and/or warnings had been issued at least eight (8) months prior.

However, incidents, and/or violations that have resulted in a suspension, may be considered by the Employer when assessing disciplinary action for fourteen (14) months.

Any bargaining unit member charged with a misdemeanor or felony criminal violation must report said charge to the Warden within seventy-two (72) hours.

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

Any bargaining unit member who is found guilty of any criminal charge that reflects on the professionalism or goals of prison operations shall be terminated.

Section 6.

	OFFENSE	1st	2nd	3rd	4th
1.	Use of intoxicating liquids or drugs on the job or reporting to work under the influence of same. (Narcotics, Barbiturates, or Amphetamines) or the possession of same on the job.	T			

Note: employee shall be eligible for reinstatement after successful completion of an approved rehabilitation program. This shall be a one-time opportunity and does not apply to those employees being disciplined solely for possession of illegal substances.

2.	Absolute refusal to comply with a direct order of any Supervisor without justification	S	T		
3.	Leaving premises without permission.	1-D	T		
4.	Involvement in unprovoked altercation.	S	T		
5.	Proven theft or dishonesty.	T			
6.	Knowingly punching of a Time Card by other than the one whose name appears.	S	T		
7.	Abandonment of Position-Absence/No call for four (4) consecutive days.	T			
8.	Immoral, indecent or vulgar conduct relating to the public.	S	T		
9.	Willful destruction of County property.	T			
10.	Sleeping on duty.	3-D	T		
11.	Immoral actions in regard to co-employees.	3-D	T		
12.	(a) Disclose information concerning an inmate without consent of employer.	1-D	3-D	T	
	(b) Employee divulging personal information regarding another employee without consent.	1-D	3-D	T	
13.	Failure to follow instruction or perform assigned work.	W	W	3-D	T
14.	Wasting time or loitering during working hours.	W	3-D	T	

	OFFENSE	1st	2nd	3rd	4th
15.	Making maliciously false or slanderous statements regarding another employee or Supervisor.	W	3-D	T	
16.	Failure to follow established safety regulation.	W/1-D	3-D	T	
17.	Unjustified absenteeism or habitual tardiness,	3-D	T		
18.	Extending break or lunch period beyond allotted time.	3-D	T		
19.	Accepting gifts, gratuities or payment from other than the Employer, in connection with inmates.	S	T		
20.	Selling, soliciting or collecting contributions for any purposes on County premises without authorization Except charities	W	W	3-D	T
21.	Making personal calls on facilities phones and/or time without approval.	W	3-D	T	
22.	Refusal of Mandatory Overtime.	W	W	3-D	T
23.	Bringing contraband or any unauthorized item into the prison (including tobacco products)	W/1-D	3-D	T	
24.	Personal dealings which compromise the security of the prison	T			
25.	Call off less than one (1) full hour prior to the start of his/her work shift	W	W	3-D	T
26.	DUI while employed with the County	2-D	T		
27.	Misconduct directly related to an inmate's death or escape	T			

Note: T means "Termination"
1D means "1 day Suspension"
2D means "2 day Suspension"
3D means "3 day Suspension"
W means "Written Warning"
S means "Suspension"

The parties agree and understand that those offenses indicated SUPRA do not necessarily constitute or incorporate all the rules and regulations of the employer, and that the employer may

take disciplinary action pursuant to Article 3 for offenses other than those listed above, which in the opinion of the employer are contrary to its orderly operation or reputation interests.

ARTICLE 19
SENIORITY AND VACANCIES

Section 1. Departmental seniority shall be the determining factor in all cases of demotion, transfer, increase or decrease in working forces, layoff or recall, job bidding, and as used herein shall mean length of continuous service within the department, plus ability to do the job. Once a bid has been awarded, the employee may not bid back on the previously held bid (same shift, same days off) for a period of thirty days.

Records, Intelligence Office, specialized security team and Security (regular Corrections Officers and Sergeants) shall be classified as separate departments for purposes of this article.

Section 2. The Employer agrees to post all bargaining unit vacancies based on facility need within one week of the vacancies for a period of six (6) working days. Such posting shall include the shift, work days, and hours, and shall be posted on all departmental bulletin boards. During this six (6) day period, any bargaining unit employee may apply in writing for such job. A locked box shall be provided by the employer for submission of the written bid selection. In the event the Employer receives no bids, the Employer may hire from the outside or require the filling of the vacancies by reverse order of seniority. The awarded bid will start the first day of the next pay period.

A Union steward or alternate steward must be present to witness the opening of all bids.

Section 3. A vacancy shall be any position which has become open within the Bargaining Unit 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 vacation, illness, injury, leave of absence, or other temporary reasons of thirty (30) days or less duration.

(2) An increase in working forces of thirty (30) days or less duration.

(b) In the event the above temporary vacancies are filled by the Employer, seniority as defined in this 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. After ninety (90) days, any employee returning to the Bargaining Unit from supervision will forfeit his seniority and start as a new employee.

Section 5. Employees who are laid off/furloughed shall retain their seniority and recall rights for a period of three years. All recall notices shall be made by certified mail to the employee's last known address on file at the prison.

Section 6. Part-time employees shall not accrue seniority on the full-time roster. Part-time seniority shall be used to bid on full-time positions. When a part-time employee converts to a full-time employee, his/her seniority date is the date the employee most recently attained full-time employment status.

ARTICLE 20
GRIEVANCE PROCEDURE

Section 1. Grievance Procedure Definitions -

(a) Grievance – an alleged breach or violation of this Agreement or a dispute arising out of the interpretation or application of the provisions of this Agreement.

(b) Grievant – any employee or group of employees or Bargaining Representative claiming the alleged breach or violation of this Agreement or claiming a dispute has arisen out of the interpretation or application of the provisions of this Agreement.

Section 2. Scope of Grievance Procedure:

(a) Any matter not specifically covered by any provision of this Agreement, as well as any matter reserved to the discretion of the County by the statutes, legal precedents and regulations of the Commonwealth of Pennsylvania, and/or by the terms of this Agreement is not a grievance and will not be construed as a grievance.

(b) An election by the grievant to utilize the grievance procedure will preclude such issue from being raised in any other manner or proceeding.

Section 3. Informal settlement of alleged grievances.

(a) Any grievant shall first discuss and attempt to settle the alleged grievance at the lowest appropriate level; i.e., an employee will discuss the matter with his immediate supervisor.

(b) The grievant may attempt to resolve the alleged grievance informally, either directly or through the Bargaining Representative's designated representative; nothing herein shall restrict the rights of any person that are provided in Section 6060 of Act 195, effective October 21, 1970.

Section 4. Miscellaneous provisions.

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

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

(c) Grievances not responded to by the Employer (except grievances in Step 1 when an elected official is the immediate supervisor) within the prescribed time limits shall be considered decided in favor of the Grievant.

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

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

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

(g) Nothing in Article 3 shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.

(h) Any grievance settled in Steps 1 and 2, shall not be a precedent.

Section 5. Procedural steps for grievance processing.

Step 1. The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence, or knowledge thereof. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within ten (10) working days. Working days shall include: Saturday, Sunday and Holidays for full week operations.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union Steward or the union grievance committee to the Prison Warden within ten (10) working days after the supervisor's response is due. The Prison Warden shall respond to the Union Steward or the grievance committee in writing within ten (10) working days.

Step 3. If the grievance still remains unresolved, it shall be presented by the Union's designee to the designee of the County Commissioners in writing within ten (10) working days after the response of the Prison Warden is due. The Commissioner's designee shall respond to the union in writing within ten (10) working days.

Step 4. If the grievance is still unsettled, either party may, upon written notification to the other and within ten (10) working days after the Commissioner's response is due, request arbitration. The parties may, after either party has submitted the matter for arbitration within the prescribed timeframe, mutually agree to seek a remedy by utilizing the Pennsylvania Bureau of

Mediation. If the parties do not mutually agree to submit the matter to the Pennsylvania Bureau of Mediation, it shall proceed to arbitration.

Section 6. The parties shall mutually agree upon a panel of ten (10) arbitrators who are each members of the National Academy of Arbitrators. Each grievance that reaches the 4th step of the grievance procedure shall be assigned to a member of the panel in rotating order.

Section 7. The decision of the arbitrator shall be final and binding on both parties.

Section 8. Payment of the impartial arbitrator shall be borne equally by the two parties. Each party shall assume the responsibility for payment of its side.

ARTICLE 21
UNION BUSINESS

Section 1. Employer agrees to provide two Union bulletin boards for the posting of notices, election and other pertinent Union information. The Union shall designate reasonable locations for these bulletin boards.

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

Section 3. The Employer agrees to pay two Union employees for reasonable work time spent during contract negotiations and processing of grievances.

Section 4. The Employer agrees to provide all new bargaining unit employees with a copy of the existing contract. Expenses are to be equally borne by the Employer and the Union.

Section 5. The Employer agrees to provide space, accessible to all employees, for a box in which to deposit grievances or other Union communication.

ARTICLE 22
HOSPITALIZATION AND LIFE INSURANCE

Section 1. The Employer shall provide health insurance coverage, including medical, prescription, dental and vision insurance benefits, for employees and dependents on the first day of the month following the sixty (60) calendar days after date of employment, upon application by the employee. Other benefits such as life insurance will become effective on the first day of the month following ninety (90) calendar days after date of employment.

Section 2. The County will offer two choices of healthcare plans: 1. Preferred Plan; and 2. High Deductible Healthcare plan. All bargaining unit members shall have the option of opting out of health care coverage.

All participating active full-time employees shall contribute, on a pre-tax basis, a percentage of the County’s annual premium, based on the percentages set forth below.

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

Co-payments under the said Plan are defined below.

	General Practitioner Office Visit		Specialist Office Visit	
	Preferred	HDHP	Preferred	HDHP
2025	$35.00	20% after deductible	$45.00	20% after deductible
2026	$35.00	20% after deductible	$45.00	20% after deductible
2027	$35.00	20% after deductible	$45.00	20% after deductible
2028	$35.00	20% after deductible	$45.00	20% after deductible

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

	Emergency Room Visit		Urgent Care Visit	
	Preferred*	HDHP	Preferred	HDHP
2025	$175.00	20% after deductible	$40.00	20% after deductible
2026	$175.00	20% after deductible	$40.00	20% after deductible
2027	$175.00	20% after deductible	$40.00	20% after deductible
2028	$175.00	20% after deductible	$40.00	20% after deductible

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

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

Section 3. The County provides prescription drug coverage. The prescription co-pays for employees and dependents shall be as outlined below. Note: Employees enrolled in the HDHP plan, deductible amounts listed are after the deductible is reached.

Retail Pharmacy Co-Pays (30 day or less supply):			
	Generic	Formulary	Non-Formulary
2025	$15.00	$40.00	$60.00
2026	$15.00	$40.00	$60.00
2027	$15.00	$40.00	$60.00
2028	$15.00	$40.00	$60.00

Mail-Order Pharmacy Co-Pays (90 day supply):			
	Generic	Formulary	Non-Formulary
2025	$30.00	$75.00	$120.00
2026	$30.00	$75.00	$120.00
2027	$30.00	$75.00	$120.00
2028	$30.00	$75.00	$120.00

Specialty Retail Pharmacy Co-Pays (30 day or less supply):			
	Generic	Formulary	Non-Formulary
2025	20% – $20 min/$70 max	30% – $45 min/$115 max	40% – $65 min/$225 max
2026	20% – $20 min/$70 max	30% – $45 min/$115 max	40% – $65 min/$225 max
2027	20% – $20 min/$70 max	30% – $45 min/$115 max	40% – $65 min/$225 max
2028	20% – $20 min/$70 max	30% – $45 min/$115 max	40% – $65 min/$225 max

Specialty Mail-Order Pharmacy Co-Pays (90 day supply):			
	Generic	Formulary	Non-Formulary
2025	20% – $35 min/$135 max	30% – $75 min/$255 max	40% – $105 min/$445 max
2026	20% – $35 min/$135 max	30% – $75 min/$255 max	40% – $105 min/$445 max
2027	20% – $35 min/$135 max	30% – $75 min/$255 max	40% – 105 min/$445 max
2028	20% – $35 min/$135 max	30% – $75 min/$255 max	40% – 105 min/$445 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 4. The Employer will continue to provide family vision coverage. The Employer will continue to provide basic individual dental coverage for bargaining unit members only. The employee may purchase family dental by agreeing to pay the difference between the cost of the family dental premium and the cost of the individual program.

Section 5. The Employer shall provide all bargaining unit members a term life maximum of $50,000 and paid for by the Employer.

Section 6. In order to reduce the cost to employees, employee contributions to the cost of health insurance will be handled by the Employer in a manner that is consistent with 26 United States Code Section 125.

Section 7. Employees hired on or after January 1, 1989, shall not be entitled to paid health and/or life insurance benefits at time of retirement. Those employees entitled to such retirement benefits prior to January 1, 1989, shall continue to be entitled to such coverage unless they are dismissed for cause under the terms of this Agreement. Pre-January 1, 1989, hires who retire after the effective date of this award and who are otherwise eligible for retirement healthcare benefits, shall be required to remain with the same health insurance coverage as the current members of the unit. For employees retiring after the effective date of this award, their health care contribution level shall be frozen as of 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 8. Employees who elect to remove themselves from the Employer's health insurance coverage plans shall submit proof of alternate coverage and shall be entitled to reinstatement to the Employer's health insurance coverage subject to the Plan restrictions. Employees electing to opt out shall receive $1,200.00 per calendar year. This payment shall be made in January and will be prorated if employee was not opted out for the entire year. Employees covered on someone else's County of York health insurance plan are not eligible to receive this opt-out payment. Employees who separate from their employment during the year are not eligible to receive any further "opt out" payments. It shall be the employee's obligation, including those who separate from their employment with the County, to provide proof of alternate coverage no later than January 1st of the year following opt out of County healthcare. The proof of insurance must include employee's name and dates of coverage through an alternate insurer. Insurance ID cards are not sufficient proof of insurance.

Section 9. There shall 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 or her, i.e. through the spouse's employer.

Section 10. For the HDHP, the Employer shall make annual contributions to the HSA of employees covered by said plan in the amount of $1,000.00 for the single plan and $2,000.00 for any other tier of coverage. For the employee's first year in the HDHP, the Employer will contribute an additional $400.00 for the single plan and $600.00 for any other tier of coverage as an added one-time bonus. All employees enrolled in the HDHP plan effective January 1, 2025

that are not receiving the first year bonus, shall be entitled to a one-time $200 bonus contribution to the HSA from the County. This payment will only be payable in 2025. These funds will be distributed in one payment in January of each year the employee is enrolled in the HDHP.

ARTICLE 23
RETIREMENT

The Employer agrees to provide the participating pension plan stipulated by County Code, unless improved by the Retirement Board. Employee participation shall be mandatory.

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

ARTICLE 24
GENERAL PROVISIONS

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

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

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

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

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

Section 6. There shall be a probationary period of one hundred eighty (180) days during which the Employer shall be vested with unequivocal control over new employees. After ninety (90) days of employment, employee shall begin to accrue seniority retroactive to date of employment. Employees' eligibility for various benefits will be in accordance with the terms of this agreement. The probationary period may only be extended by mutual consent of the County, the Union, and the employee.

Section 7. Female officers shall be provided with the same training opportunity as male officers.

Section 8. The Employer agrees to provide bargaining unit employees, on request, with PPD tests for tuberculosis, Hepatitis B inoculations, and annual flu shots.

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

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

Furthermore, the Employer may require bargaining unit members to test for AIDS in the event the Employer feels the employee through his employment and duties thereof may have been subjected to the conditions that could reasonably place the employee in a situation of potential contact with AIDS Virus.

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

Section 10. The Employer agrees to publish the qualifications for specialized security team certification, subject to the Employer's managerial right to modify, change or eliminate any or all qualifications at any time.

Specialized security team members shall be reimbursed for their reasonable expenditures for specialized equipment, including but not necessarily limited to: weapons and uniforms. This reimbursement will be made upon presentation of valid receipts and shall not be deducted from the uniform allowance. Expenditures in excess of fifty dollars ($50.00) must be pre-approved by the Deputy Warden.

Specialized security team members shall receive a $.50 per hour stipend in addition to their normal base pay for their specialized services. Off duty specialized security team members are not on call but may voluntarily respond to emergency calls.

An employee suspended from specialized security team for disciplinary reasons will be reinstated if the Employer decides to reinstate him or her.

Section 11. Any area where inmates have ingress or egress to the secured perimeter of the prison shall be equipped with a functioning metal detector.

Section 12. Effective January 1, 2023, time clock devices shall be placed outside the secure areas of the York County Prison.

ARTICLE 25
UNIFORMS

Section 1. All Correctional Officers will be required to wear a specific uniform while pursuing their duties.

Section 2. *New Hires*. New hires will receive a $1,000 uniform allowance payable on the first pay date after hire. Thereafter, the new hire will be subject to the uniform allowance set forth below.

Section 3. Correctional Officers, except those receiving payments as New Hires under Section 3 above, will receive $800 per calendar year as a uniform allowance. The yearly uniform allowance shall be paid annually, no later than January 31st.

Section 4. The uniform allowance shall be payable by separate deposit, subject to withholding tax by the Employer, on the dates specified. Depending upon items purchased with this allowance, the allowance, or portions thereof, may or may not be tax exempt.

Section 5. Part-time Correctional Officers, except those receiving payment as New Hires under Section 3 above, will receive $250 per calendar year as a uniform allowance. The yearly uniform allowance shall be paid in two (2) equal payments of $125.

Upon transfer from a part-time to a full-time position, the employee will not be entitled to the New Hire allowance provided under Section 3, or any additional uniform allowance at that time. The employee will be eligible at the next January 2 or July 1, whichever comes first, under Section 4 above.

Section 6. Employees are held responsible to clean and maintain their uniform. Failure to do so will result in disciplinary action.

Section 7. Employees shall keep their facial hair groomed to no longer than ½ inch in length, unless otherwise mutually agreed upon by Union and Management.

ARTICLE 26
SUCCESSORS

Section 1. This Agreement shall be binding upon the parties hereto, and the heirs, executors, administrators, successors, and assignees of each.

ARTICLE 27
SAVINGS CLAUSE

Section 1. Should any Article, Section, or Portion 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
CREDIT UNION

Section 1. The Employer agrees to deduct from each pay for any employees who qualify and who authorize such deduction in writing. The amount to be deducted shall be certified to the Employer by the employee. The Employer agrees to forward said deductions to the involved Credit Union no later than the tenth (10^{th}) day of the succeeding month, after such deductions were made.

Section 2. All employees shall be subject to mandatory direct deposit of their paychecks through a banking institution of their choice.

ARTICLE 29
SAFETY COMMITTEE

It is agreed that there will be a Safety Committee formed which will be comprised of an equal number of union and management members, for the purpose of meeting and discussing safety/security problems which cause undue risk to prison employees.

In the event that problems brought to this committee cannot be resolved by mutual agreement, the issue will be referred to a state mediator who will act in an advisory capacity. If the matter remains unresolved, it shall be subject to the grievance process.

ARTICLE 30
SERGEANT'S POSITION

The parties have negotiated a side letter, dated March 6, 2018 from Warden Clair Doll to Timothy Turek, Teamsters Business Agent, relating to the new position of Sergeants. The following is only a summary of the side letter; the terms and conditions of employment set forth in that negotiation side letter will prevail:

(a) Thirty-four (34) Corrections Officer positions will be converted to Sergeant positions. (The parties do not intend that this language will be viewed or interpreted as a guarantee on the number of sergeant positions in the future, or any kind of "minimum manning" provision.)

(b) These thirty-four (34) Sergeant positions will remain in the bargaining unit. (The parties do not intend that this language will be viewed or interpreted as a guarantee on the number of sergeant positions in the future, or any kind of "minimum manning" provision.)

(c) Sergeants will work eight (8) hour shifts and the shifts will be the same shifts as currently assigned.

(d) Sergeants are considered "lead workers" and do not possess authority to discipline employees.

(e) Post assignment for the Sergeants will be as determined by management.

(f) Employees will be promoted to the Sergeant position based on ability and seniority. Seniority will be considered in the same manner as with the hiring of Records Officers; meaning, seniority is the deciding factor when two Correctional Officers have the same qualifications and interviewed equally. The job description for the Sergeant position sets forth more details regarding eligibility for promotion to the Sergeant position.

(g) Interviews will be conducted using a panel of County managers. The panel will consist of an HR Representative and members of management. Aside from the essential requirements, interested staff will only be considered if they have no active suspensions.

(h) Sergeants will receive a one dollar ($1.00) increase in their current pay rate; specifically, in the same manner as specialized security team members are compensated for their work.

(i) Specialized security team members who are promoted to the Sergeant position must resign from specialized security team.

(j) Sergeants will serve a ninety (90) day probationary period during which either management, or the employee, may request that the employee return to his/her former position on the same shift and days off as previously held.

(k) Sergeants will remain in the regular overtime rotation. If a Sergeant vacancy occurs due to planned or unplanned time off, Correctional Officer overtime will be offered, if necessary, and the most senior/qualified staff member that is interested on shift will be able to fill in the Sergeant role. If a Sergeant fills in as a Correctional Office, he/she will be paid his/her regular rate of pay as a Sergeant.

ARTICLE 31
TERM OF AGREEMENT

This Agreement shall be effective on January 1, 2025 and will continue in full force through December 31, 2028. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act.

The parties thereto, through their duly authorized representatives or agents and intending to be legally bound have set their hands and seals this 9th day of September, 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~~

Shane Weaver
Business Agent

Michelle Knickman
Steward

John Loesch
Steward

Brian Raffensberger
Steward

Jerrold Spangler
Steward

James Quay
Steward