AGREEMENT

BETWEEN

THE COUNTY OF YORK
BOARD OF COMMISSIONERS
ON ITS OWN BEHALF
AND
ON BEHALF OF THE CLERK OF COURTS, CORONER, DISTRICT ATTORNEY, PROTHONOTARY, PUBLIC DEFENDER, REGISTER OF WILLS AND SHERIFF

AND

TEAMSTERS LOCAL 776
YORK, PA

FOR

COURT-RELATED NON-PROFESSIONALS

January 1, 2025 thru December 31, 2028



PREAMBLE

This Agreement, entered into by the Board of Commissioners of York County (County), bargaining on its own behalf and on behalf of the Clerk of Courts, Coroner, District Attorney, Prothonotary, Public Defender, Register of Wills, and Sheriff (hereinafter referred to collectively as the "Employer," which term shall mean management from the first level of supervision to the highest local authority, i.e, the Commissioners or the respective row officer depending on the provision in question and the state of the law defining and apportioning responsibilities) and Teamsters Local Union 776 of Harrisburg, Pennsylvania, affiliated with the International Brotherhood of Teamsters (Union) has as its purpose the promotion of harmonious relations between the Employer and the Union, and 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 the bargaining unit designated in the Pennsylvania Labor Relations Board Order of Certification, dated March 11, 2002 (PERA-R-01-537-E) and described as follows:

In a subdivision of the Employer unit comprised of all full-time and regular part-time support staff 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 the employees in the Sheriff's Office, District Attorney's Office, Clerk of Courts' Office, Prothonotary's Office, Register of Wills' Office, Clerk of the Orphan's Court, Public Defender's Office, and Coroner's Office, 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 of this award, 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 Union will provide the County with the fair share contribution rate, which shall be based upon applicable law. 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 3.

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 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, 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.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 1: It is understood and agreed that the Elected Official/Department Head and/or the County, consistent with sound discretion, possess the right, in accordance with Pennsylvania law, to manage all operations, including the direction of the work force and the right to plan, direct, and control the operation of all equipment and other property of the Court and/or the County, except as modified by this Contract.

Section 2: Matters of inherent managerial policy are exclusively reserved to the Elected Official/Department Head and/or the County except as specifically addressed in this collective bargaining agreement. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, standards of service, the overall budget, utilization of technology, the organizational structure, and direction and selection of personnel.

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 award. It is recognized that work hours may be changed due to exigencies in the departments covered by this award. The Union shall be given notice of any extended changes in work hours or shifts.

Section 2: The normal workweek for employees will be Monday through Friday. Deviations from this schedule may occur as operations demand.

Section 3: The regular hours of work for any shift shall be consecutive, except for interruptions due to lunch periods. Payment or nonpayment for lunch periods, or portions of lunch periods, shall continue as per current practice.

Section 4: Employees may continue to have the opportunity to use "flex time" scheduling, with permission of the applicable Elected Official/Department Head.

Section 5: In addition to the employee's regular classification rate, those employees assigned or scheduled to work on second shift (starting between 1200 hours and 2059 hours) shall be entitled to a shift differential of $0.95 cents per hour for all work during that entire tour of duty.

In addition to the employee's regular classification rate, those employees assigned or scheduled to work on third shift (starting between 2100 hours and 0559 hours) shall be entitled to a shift differential of $1.20 per hour for all work performed during that entire tour of duty.

Section 6: Any employee assigned, scheduled or called to work outside of his/her regularly scheduled shift shall be guaranteed a minimum of four (4) hours' pay.

Section 7: Employees hired prior to April 14, 2011 and working at least 24 hours per week, will be eligible for benefits, including health and life insurance benefits and prorated holiday, sick, and vacation benefits. Employees hired after April 14, 2011 must work 30 hours per week to be eligible for health benefits and 32 hours per week to be eligible for life insurance benefits and prorated holiday, sick, and vacation benefits.

Section 8: Part-time employees will be eligible to participate in the retirement system in accordance with applicable law.

Section 9: Any employee required to work outside of his/her normal job classification for a full workday shall receive an additional $1.50 per hour for all hours worked. If the work out of class continues for more than 30 calendar days, the employee can request a reclassification review per County policy.

ARTICLE 6 – MEALS AND BREAK PERIODS

Section 1: All full-time employees and part-time employees shall be entitled to a fifteen (15) minute break during each four (4) hours of their scheduled work shift. The practice of "flex" scheduling shall be maintained for all meal and break periods, subject to the approval of the Elected Official/Department Head.

Section 2: An employee who is required to travel out of the County on business is entitled to meal reimbursement in accordance with the current County Policy in effect at the 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.

Section 3: Breaks not received during a shift may be used prior to the end of the shift by the employee.

ARTICLE 7 – HOLIDAYS

Section 1: The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day (general)
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas

In the event the Commissioners declare a new annual County-wide holiday that is not included in the list

above, the new annual County-wide holiday shall also apply to this bargaining unit.

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

Section 3: If an employee is required to work on any of the holidays listed in Section 1 of this Article, the employee shall also receive time and one half his/her regular hourly rate of pay for hours of work.

Section 4: If any of the legal holidays under this Article fall within a scheduled vacation period, it shall be paid as holiday pay and shall not be counted as a vacation day.

Section 5: Employees shall be eligible for holiday pay under the following circumstances:
The employee worked his/her last regularly scheduled work day prior to and immediately following such holiday or was on vacation, sick leave, workers' compensation, or other absence excused by the County with pay.

ARTICLE 8 – VACATIONS

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

0-48 months	8 hours per completed month (12 days)
49-120 months	11.33 hours per completed month (17 days)
121-180 months	14.67 hours per completed month (22 days)
181 -240 months	16.67 hours per completed month (25 days)
241 months & over	18 hours per completed month (27 days)

Vacation will be calculated in hourly increments, and employees will be entitled to take vacation in 30 minute increments, subject to the approval of the Elected Official/Department Head.

Section 2: After an employee completes 90 days of employment with the County, he/she shall be entitled to vacation earned during the first ninety days.

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 forty-five (45) days.

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

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	½ day per completed month	6 days
over 24 months	1 day per completed month	12 days

Sick leave shall be calculated in hourly increments and may be taken in hourly increments, subject to the approval of the Elected Official/Department Head.

Section 2: After an employee completes his/her first ninety days of employment, he/she will receive the sick leave accrued during the first ninety days.

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 three quarters (3/4) of their current rate hourly 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 hours prior to the commencement of the shift.

Section 6: Bargaining Unit members shall be entitled to submit a request to purchase accumulated, but unused sick leave. Those employees who have banked twenty-five (25) or more sick leave days shall be entitled to purchase up to twelve (12) banked sick leave days per year. Employees who do not have twenty-five (25) banked sick leave days shall be entitled to purchase up to one half (1/2) of their annual accrual. An employee who opts to purchase (12) banked days shall not be entitled to participate in the "sick donation" program during the year in which banked days were purchased. Sick leave buy-back shall only be available in full day increments of sick leave. Employees desiring to purchase unused sick leave under this provision shall notify the Human Resource Department in writing of such request. Payment shall be made on the next payroll check, provided there is a minimum of seventy two (72) hours' notice.

Section 7: 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 8: Sick leave will be monitored. The employer has the right to request confirmation that the absence is legitimate.

Section 9: An employee may use their sick leave for an illness or an emergency involving a family member.

Section 10: 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 – BEREAVEMENT LEAVE

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

ARTICLE 11 – MILITARY LEAVE

Section 1: Bargaining unit members are entitled to military leave as required by applicable law.

ARTICLE 12 – DISABILITY LEAVE

Employees shall be eligible for disability leave as provided herein:

Section 1: Employees who occupy permanent positions and who become disabled due to illness or injury shall be granted disability leave in accordance with FMLA if they meet all of the eligibility requirements set forth in the language of the FMLA.

Section 2: Leaves of absence without pay may be granted by the Employer for a period of up to ninety (90) days prior to termination, except if leave is for medical reasons, it may be extended for up to five (5) years at the discretion of the Elected Official/Department Head, unless the employee is deemed totally disabled, as certified by the Social Security Administration, prior thereto.

An employee shall be required to utilize any available accrued sick leave for the period he/she is unable to work as certified by a physician. This shall also include approved periods of time off under the Family Medical Leave Act for the employee's own serious health condition. The employee may elect to use accrued vacation time in the absence of sick leave. All other periods of leave shall be without pay. An employee shall not accrue vacation or sick leave while on leave of absence without pay.

Section 3: Upon returning from disability leave, an employee shall retain all seniority pension rights that had accrued up to the time of his/her leave, however, these rights shall not accrue during the approved disability/maternity leave without pay.

Section 4: For leave of absence, due to medical reasons, it is agreed that the Employer shall continue to pay the employee's health insurance premiums for a period of one hundred eighty (180) days.

For leave of absence due to disability covered by Worker's Compensation, the Employer will continue to pay the employee's health insurance premiums for the duration of the disability.

ARTICLE 13 – LEAVE OF ABSENCE

Section 1: Employees may request a general leave of absence. With the exception of disability leave, military leave, or other leaves permitted by applicable law, the decision whether to grant such a request will rest with the Elected Official/Department Head.

Section 2: Service credit (seniority) shall continue to accrue during leave of absence as provided by this Agreement.

Section 3: All requests for leave must be submitted in writing to the employee's departmental head and shall be answered in writing as soon as possible.

Section 4: Leaves of absence without pay may be granted by the Employer for a period of up to ninety (90) days before termination.

Section 5: Employees may request a leave of absence without pay or loss of seniority, for Union business, not to exceed a maximum of ninety (90) days. The decision to grant such a leave will be left to the discretion of the Elected Official/Department Head.

ARTICLE 14 – OVERTIME

Section 1: Hours scheduled and worked and holiday time not worked shall be used in computing total hours worked for purposes of calculating overtime. Sick/vacation time shall be considered in accordance with current practice.

Section 2: With the exception of Deputy Sheriff's assigned to the Central Booking unit, Hours worked in excess of eight (8) hours per day or forty (40) hours in a work week shall be compensated at the rate of time and one-half the employee's regular hourly rate of pay. Overtime hours shall not be pyramided.

Deputy Sheriff's assigned to the Central Booking unit will be paid overtime at time and one-half after forty (40) hours worked in one work week (Sunday-Saturday).

Section 3: Whenever possible, a minimum of two (2) hours notice shall be provided before requiring daily overtime.

ARTICLE 15 – EARNINGS AND RETRO ACTIVITY

Section 1: Wage increases shall be granted as follows:

	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
I	$1.40	4%	4%	4%
II	$1.30	3.75%	3.75%	3.75%
III	$1.20	3.5%	3.5%	3.5%
IV	$1.10	3.25%	3.25%	3.25%
V	$2.50	$1.25	$1.00	$1.00

Any Deputy Sheriff with Act 2 or Act 120 certification at the time of hire will be paid $1.00 per hour more than the starting rate. Deputy Sheriffs who completes Act 2 or Act 120 training while employed by the County will receive an additional $1.00 per hour upon completion thereof. Any Deputy Sheriff who completed Act 2 or Act 120 certification between January 1, 2022 and September 1, 2022 will be paid the additional $1.00 per hour set forth herein retroactively to the date the Act 2 or Act 120 certification was completed.

Note: The retroactive wage increases set forth above will be paid to any employee currently employed with the County in this bargaining unit as of the date the Award is issued. Those who have retired, transferred or resigned from a position within this bargaining unit, regardless of reason, are not eligible for retroactive pay. The County shall make payment for retroactive wages within sixty (60) calendar days after issuance of the award.

Section 2: Up to two (2) employees in each of the offices covered by this bargaining unit, with the exception of the Sherrif's office, will receive a bonus of $40.00 every other pay period (not rolled into base pay) for his/her periodic translating services which may be necessary during the course of the normal workday. Proficiency in the second language must be proven and the employee must apply to be placed on a translator list in order to be eligible to claim the stipend.

Section 3: If an employee transfers to another job with the same or substantially the same duties, he/she will receive the rate for that job commensurate with his/her experience. If an employee transfers to another job with different duties, he/she will receive the starting rate for the new job. Time will be counted for other than salary purposes beginning with the employee's original date of employment. No employee shall be reclassified or paid a new, higher rate without mutual agreement with the Union.

Section 4:

Starting rates for the term of this Award shall be as follows:

	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028
I	$16.01	$16.33	$16.66	$16.99
II	$17.73	$18.08	$18.44	$18.81
III	$19.62	$20.02	$20.42	$20.83
IV	$22.30	$22.74	$23.20	$23.66
V	$27.50	$28.05	$28.61	$29.18

Section 5: The regular hourly rates for various job classifications covered by this Agreement are set forth in the Agreement. In the event the minimum wage is increased by the State or Federal Government and the increase is above the lowest wage paid by this Agreement, the parties shall Meet and Discuss the consequences of this government increase.

Section 6: 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 by October 7, 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 RELATED INJURIES

Section 1: An employee who sustains a work related injury or illness, as a result of which he/she is disabled, as determined by a decision issued under the operation of the Worker's Compensation Program, shall be paid any money to which he/she is entitled under Worker's Compensation.

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

Section 3: In the event that an employee is certified by his/her physician as being able to return to his/her normal job duties, he/she must do so immediately. In the event that an employee is certified by his/her physician as being able to perform other duties than his/her classification, and provided the Employer has such duties available, the employee will be required to return to work within those assigned duties, at the

employee's normal rate of pay.

The obligations and rights of the Employer and 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 or illness 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 such time shall not be deducted from accumulated sick leave. If an employee is determined to be able to work (i.e., return to their normal job 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 employee's dentures or eyeglasses are damaged or broken as a result of an altercation in the line of duty, and the employee is acting within the scope of his or her duties, the County shall replace the same at the County's cost.

Section 6: Employees eligible for Heart and Lung Benefits shall be required to adhere to the County's current Heart and Lung Benefit Policy, as amended. All Sheriff Deputies shall be afforded the full benefits of the Pennsylvania Heart & Lung Act (Act 95 of 2006) and each deputy shall be provided a copy of the County's policy for administering the Act. Disputes regarding eligibility for benefits under the Heart & Lung Act shall be subject to the arbitration process as contained in Article 19, Grievance Procedure.

ARTICLE 17 – SENIORITY

Section 1: County seniority, defined as the total length of service with the Employer, shall be used to calculate entitlements provided under this agreement.

ARTICLE 18 – VACANCIES

Section 1: The Employer agrees to post all bargaining unit vacancies, within all departments covered under this Agreement, for a period of five (5) calendar days. Such posting shall include the shift, work days, and hours, and shall be posted on all departmental bulletin boards. During this period, any bargaining unit employee may apply in writing for such job. In-house applications will be considered before the Employer seeks candidates from outside the County. The Elected Official/Department Head shall retain sole discretion to determine when a vacancy exists and what candidate should be hired to fill a vacancy.

Section 2: A vacancy shall be any position which has become open within the bargaining unit due to 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 situations do not require postings:

(i) Absence of an employee because of vacation, illness, injury, leave of absence, or other temporary reasons of less than sixty (60) days or less in duration.

(ii) The Elected Official/Department Head officer determines that the position being vacated will not be filled, and thus no vacancy occurs.

ARTICLE 19 – 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 that 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 a provision of this agreement, as well as any matter reserved to the discretion of the Employer 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 shall 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/her 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 provided in Section 606 of Act 195.

Section 4: Miscellaneous provisions:

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

(b) Conferences, meetings, and hearings held pursuant to this grievance procedure shall be set by

mutual agreement.

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

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

(e) Any grievance settled in Steps 1 and 2 shall not be considered a precedent between the parties.

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 the date of its occurrence or the date the grievant knew or should have known of such grievance.

Step 2 If the grievance has not been settled, it shall be presented in writing by the Union Steward to the Department Head/Elected Official within ten (10) working days after the supervisor's response is due. The Department Head/Elected Official shall respond to the Union Steward 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 Department Head is due. The Commissioners' designee shall respond to the Union in writing within ten (10) working days.

Step 4 If the grievance is still unsettled, either party may request arbitration within ten (10) working days after the response at Step 3 is due.

The County and the Elected Official/Department Head shall engage in any consultation necessary to delineate lines of jurisdiction and to provide a proper response to the grievance at any level.

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. Prior to agreement on the composition of the panel, an arbitrator shall be selected by obtaining a list of seven (7) National Academy Arbitrators from the York County Sub-Region from the Federal Mediation and Conciliation Service. Upon receipt of the list, the parties shall select an arbitrator in accordance with FMCS procedures.

Section 7: The decision of the arbitrator on issues that do not impact Section 1620 rights shall be final and binding on both parties.

Section 8: 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.

ARTICLE 20 – UNION BUSINESS

Section 1: The County recognizes the right of the Local Union to designate a reasonable number of Stewards. The Union shall furnish the names of such Stewards to the County Human Resources Department, which shall then notify all appropriate department heads. The Union will be responsible for notifying the County Human Resources Department in writing of any changes to the list.

When it is necessary to process a grievance, the grievant and the Union Steward shall be allowed a reasonable amount of working time, with pay, to investigate the grievance, attend grievance hearings, and to obtain information not readily available after working hours. Stewards shall request permission from the department head prior to leaving their assigned duties to perform Steward functions. Approval will not be unreasonably denied.

Section 2: The Employer agrees to provide a Union bulletin board for the posting of notices, election and other pertinent Union information.

Section 3: Outside Union representatives, including Business Agents shall be permitted to investigate and discuss grievances during work hours on the Employer's premises, but not in work areas, except with special permission, and only after obtaining permission from the Elected Official/Department Head or designee.
Section 4: The Employer agrees to pay a total of three (3) employees for reasonable work time spent during contract negotiations.

Section 5: The Employer agrees to notify the Union of all new hire bargaining unit members. A steward or other representative of the Union (as designated by the Union) shall be allowed to meet with a new employee for up to thirty minutes during normal business hours while in compensable status. At which time, the Union will provide the new hire with a copy of the existing contract. Expenses are to be borne equally by the Employer and the Union.

ARTICLE 21 – HOSPITALIZATION AND LIFE INSURANCE

Section 1: The County shall provide health insurance coverage for employees and dependents after the first day of the month following the sixtieth (60^{th}) day of employment, upon application by the employee. Other benefits under this section, such as life insurance, will become effective the first day of the month following the ninetieth (90^{th}) day of employment.

Section 2: The County will offer its employees two (2) choices of healthcare plans: 1. Preferred Plan; and 2. High Deductible Health Care Plan (HDHP). Employees who choose health insurance coverage shall be required to contribute to the premium for their chosen Plan.

The employee percentage contribution rates are as follows for all coverage levels for those earning less than $35,000.

	Preferred	High Deductible Health Plan (HDHP)
2025	7%	5%
2026	7%	5%
2027	7%	5%
2028	7%	5%

The employee percentage contribution rates are as follows for all coverage levels for those earning more than $35,000.

	Preferred	High Deductible Health Plan (HDHP)
2025	10%	5%
2026	10%	5%
2027	10%	5%
2028	10%	5%

For the HDHP, the County shall make annual contributions to the health savings accounts ("HSA") for employees covered by the said plan in the amount of $1,000.00 for the single plan and $2,00.00 for any other tier of coverage. These funds will be distributed in one payment in January of each year the employee is enrolled in the HDHP. Any language pertaining to additional contributions by the County during an employee's first year in the HDHP shall be deleted. There shall be no additional County contributions for the HSA beyond the amounts provided above.

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

Eligibility for Benefits	HAS Amount
January 1st through March 31st	100%
April 1st through June 30th	75%
July 1st through December 31st	50%

Section 3:

Copays will be as set forth 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 their own co-payments applicable to the PPO plans.

Section 4: The County shall provide family vision and prescription drug coverage through the PPO Preferred Plan and the HDHP programs. Coverage for vision and prescription drugs is directly related to the coverage selected under the healthcare plan – e.g., an employee cannot have family vision and prescription drug coverage without having family healthcare coverage.

Co-payments for employees and dependents shall be outlined below:

Retail Pharmacy Co-Pays (30 days 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 days 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 (3) months or more.

Section 5: The employer will continue to provide dental and vision coverage. Eligibility rules and contributions shall be the same as non-affiliated employees.

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 U.S. Code 125.

Section 7: In the event the employer changes plan providers during the term of this agreement, the employer shall provide benefit levels that are comparable to current coverage.

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

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

Section 10: Employees who can demonstrate coverage from another source may "opt out" of all coverage for Hospital, Medical, Dental, Prescription and Vision insurance and they shall receive $1,200 annually the year after they "opt out," payment to be made in January of the year after coverage is waived. Employees shall not be entitled to be reinstated to the Employer's health insurance coverage for a period of six (6) months after their request for voluntary removal from said health insurance coverage. If an employee and his/her spouse/child (as long as the child is still eligible to be included in his/her parent(s)' health insurance) are both employed by the County, the non-contributing spouse/child (as long as the child is still eligible to be included in his/her parent(s)' health insurance) is (are) not eligible for the "opt out" payment. The employee must submit proof of alternative insurance each year prior to receiving payment. Those employees who retire during

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

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.

ARTICLE 22 – 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.

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 23 – 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: Employees seeking outside employment in their off duty hours must seek approval of the Elected Official/Department Head or designee. Such employment will be permitted absent a conflict of interest or some other reasonable indication that such outside employment would impair the employee's ability to fulfill his or her duties for the County or would otherwise harm the Elected Official/Department Head's ability to perform the department's mission. Refusal of outside employment requests shall not be arbitrary or capricious. Employees working in jobs outside the County shall not be permitted to use patches, insignia, badges or other items which tend to identify them with the County of York or indicates that they are acting under color of such authority.

Section 3: The County agrees to reimburse employees for substantiated travel on County business 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 employees via the County Intranet.

Section 4: Employee's hired prior to April 14, 2011 and working at least 24 hours per week, will be eligible for benefits, including health and life insurance benefits and prorated holiday, vacation and sick leave benefits. Employees hired after April 14, 2011 must work 30 hours per week to be eligible for health benefits and 32 hours per week to be eligible for life insurance benefits and pro-rated holiday, vacation and sick leave PTO benefits.

Section 5: Employees shall have the right, upon written request, to examine and/or copy any and all materials contained in his/her personnel record, including any and all evaluations. Such access shall be provided within

five (5) workdays following submission of the written request. The Employer may charge a reasonable copy fee for all pages in excess of ten (10).

Section 6: Employees are entitled to use two (2) personal days each year. In the absence of an emergency, employees must provide at least one week's notice of the desire to take such a personal day. The Elected Official/Department Head or designee may waive the required notice. In the event that exigencies within the department cause a personal leave day request to be denied, the employee will be provided with alternative days where such a personal leave day can be taken. Personal leave shall not accumulate.

Section 7: It is agreed that all wages, economic benefits, or other emoluments of employment in effect at the execution of this agreement, and not in conflict with this agreement, will be maintained.

Section 8: The Employer agrees to deduct from the paycheck of all employees 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 paychecks 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 D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the names 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. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

It is understood and agreed that the Union will indemnify the Employer and save it harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages and herein provided.

ARTICLE 24 – SHERIFF'S OFFICE

The following specific provisions apply only to employees of the Sheriff's Office and, where applicable, supersede any other section of this Agreement:

Section 1: Effective January 1, 2022, a deputy who serves as a Field Training Officer (FTO) shall receive $3.00 additional per hour for time worked as FTO. A deputy who serves as Officer in Charge (OIC) for a work shift or a civilian employee who serves as a supervisor shall receive $4.00 per hour worked as an OIC or supervisor.

Section 2: The Employer agrees to provide body armor on request to any Deputy Sheriff required to engage in service of process, courthouse duty, or transport of prisoners. A Deputy Sheriff making such a request, and receiving such body armor, must wear such body armor on a regular basis. Body armor shall be replaced at the manufacturer's recommended intervals. Body armor shall be provided within thirty (30) days of the request.

Section 3: The Employer agrees to issue sidearm weapons to employees and train all deputies in the use of firearms. The Employer shall provide all ammunition for training and firearms qualification purposes. Employees may use their own personal sidearm as a duty weapon provided they qualify for that weapon and the Sheriff gives prior approval.

Section 4: An on-call deputy required to report for duty shall receive a minimum of four (4) hours pay, at

time and a half.

Section 5: The Employer shall continue to provide to the deputy sheriffs standard issue of uniforms and equipment currently in effect at the time of this agreement. Such clothing and equipment shall be replaced by the Employer when worn out or damaged through procedures established by the Sheriff.

Section 6: Deputies required to travel from one location to another or to multiple locations that exceed two hundred-fifty (250) miles one way, shall be considered to be on an overnight dispatch. Except in case of operational emergency, no overnight dispatch shall exceed three hundred-fifty (350) miles one way per day. Employees shall be reimbursed the full cost of lodging on overnight dispatches and shall not be required to share a room.

Section 7: Following any authorized training session, involving physical exertion (as opposed to classroom training), deputies will be allowed sufficient time to attend to personal hygiene prior to reporting for further duty.

Section 8: Any employee who is assigned or volunteers to carry the on-call (Warrant Service or Children & Youth, etc.) pager, shall receive an additional $35.00 per day stipend during the weekdays and $50.00 per day stipend on weekends and holidays in addition to their normal hourly rate.

Section 9: The parties will negotiate non-economic terms and conditions of employment. The parties will meet and discuss on policy matters which are not terms and conditions of employment.

Section 10: The parties agree to incorporate the signed Memorandum of Understanding, dated 12/23/09, regarding compensation for court and hearings, as part of this Agreement (See Attached).

Section 11: The parties agree that all lunch periods for deputies assigned to Central Booking will be paid. The parties agree the regular schedule for these deputies will be 12 hours, to include their paid lunch period.

Section 12: Bilingual deputies will receive a bonus of $40.00 every other pay period (not rolled into base pay) for his/her periodic translating services which may be necessary during the course of the normal workday. Proficiency in the second language must be proven and the employee must apply to be placed on a translator list in order to be eligible to claim the stipend.

ARTICLE 25 – SUCCESSORS CLAUSE

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

ARTICLE 26 – SAVINGS CLAUSE

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 specified in the decision or order. Upon the issuance of such a decision or order, and upon the request of either party, the parties will immediately meet to negotiate in relation to a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 27 – CREDIT UNION

Section 1: The Employer agrees to continue all current credit union practices in effect as of the date of execution of this Agreement. In addition, the Employer agrees to make pay deductions for the New Cumberland Federal Credit Union for employees who qualify and authorize such deductions in writing. The employee shall provide certification to the Employer, indicating the amount to be deducted. The Employer agrees to forward such deductions to the involved Credit Union no later than the tenth (10th) day of the succeeding month, after such deductions were made.

Section 2: All employees shall be subject to mandatory direct deposit.

ARTICLE 28 – HEALTH AND SAFETY

Section 1: The County shall reimburse employees who are covered by a County health insurance plan for the cost of job-related immunizations for Hepatitis B virus, tuberculosis, flu and other communicable diseases, when such are not paid by the County health insurance plan or provided directly by the County.

The County will reimburse employees who are not covered by a County health insurance plan for the cost of job related immunizations for Hepatitis B virus, tuberculosis, flu and other communicable diseases, unless the County directly provides such immunizations.

Section 2: It is agreed that a Safety Committee will be formed which will be comprised of an equal number of union and management members. The purpose of the Committee will be to meet and discuss any safety/security problems which may cause undue risk for employees. The Committee is specifically authorized to consider procedures for handling terror threats, including bomb threats. In the event that the Committee is unable to resolve, by majority vote, an issue before it, the management or Union team may seek the assistance of a State mediator, who will act in an advisory capacity. Any decision of the Committee requiring financial expenditures shall be subject to ratification of the Board of Commissioners.

Section 3: The Employer shall compensate any employee for loss or damage of any personal property damaged in the line of duty, provided that the loss or damage was not the result of the employee's own negligence or misconduct. Such compensation shall be based upon the comparable replacement value of the item, with a maximum of $150.00 per item.

ARTICLE 29 – EMPLOYEE TUITION REIMBURSEMENT

Bargaining unit members shall be entitled to tuition & book reimbursement 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.

ARTICLE 30 – 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 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.

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.

ARTICLE 31 – TERM OF AGREEMENT

Section 1: This Agreement shall be effective on January 1, 2025 and continue in full force and effect until 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 as established under the Public Employee Relations Act, Act 195.

The parties thereto, through their duly authorized representatives or agents and intending to be legally bound have set their hands and seals this 10th day of October, 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

Alexis Faychak
Steward

Kristi Winemiller
Steward

Appendix “A” – Classifications as of January 1, 2022

CLASSIFICATION I
- ADMINISTRATIVE CLERK
- BILINGUAL CLERK
- COURT CLERK
- DEPUTY CLERK/CASHIER
- DEPUTY CLERK OFFICE/COURT – FRONT COUNTER/JUVENILE
- DEPUTY CLERK OFFICE/COURT – CRIMINAL UNIT
- DEPUTY CLERK OFFICE/COURT – RECORDS
- LEGAL ASSISTANT
- PASSPORT CLERK
- SECOND DEPUTY CLERK – ORPHANS
- UNIT SECRETARY - DA

CLASSIFICATION II
- APPEALS CLERK
- BAIL COORDINATOR
- BOOKKEEPER
- COURT CLERK – PFA UNIT
- DEPUTY CLERK/COURT
- JUVENILE CLERK – COURT
- PARALEGAL
- RESTITUTIONS & COLLECTIONS SPECIALIST

CLASSIFICATION III
- ADMINISTRATIVE ASSISTANT
- SENIOR CRIMINAL CLERK
- SENIOR JUVENILE CLERK
- SENIOR RESTITUTIONS & COLLECTIONS SPECIALIST

CLASSIFICATION IV
- INTERVIEW COORDINATOR

CLASSIFICATION V
- DEPUTY SHERIFF
- INVESTIGATOR