AGREEMENT

Between

YORK COUNTY PRISON

AND

PRISON MAINTENANCE
REPRESENTED BY
TEAMSTERS LOCAL UNION 776,
HARRISBURG, PA

Effective January 1, 2025 through December 31, 2028

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PREAMBLE

This Agreement entered into by the York County Prison Board, 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 Maintenance Department employees, excluding supervisors and confidential employees as defined in the Act.

ARTICLE 2 – UNION SECURITY

Each employee, who on the effective date of this Agreement, is a member of the Union and each employee who becomes a member after the date shall, as a condition of employment, maintain his/her membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer by the Union. Employees may, however, upon written notification to the Employer and to the Union, withdraw from membership in the Union at any time. Employees who remove themselves from membership in the Union may not rejoin for six (6) months.

ARTICLE 3 – MANAGEMENT PREROGATIVES

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 assignment 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 The Employer agrees to deduct Union dues biweekly from those employees who authorize such deductions in writing. The amount to be deducted shall be certified to the Employer and the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Union the tenth (10^{th}) day of the succeeding month, after such deductions are made.

Section 2 The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

Section 3 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:

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.

ARTICLE 5 – HOURS OF WORK

Section 1 A workweek shall consist of forty (40) hours for all employees working in Maintenance covered by this Agreement. The workweek for these employees shall be worked in five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days.

Section 2 The County shall have the ability to set all work schedules and start times for each shift. 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. Part-time employees may be hired at the discretion of management.

Employees may, subject to the approval of the Employer, trade scheduled days off with other employees; provided, however, that additional hours worked by any employee as the result of a trade shall not be counted for overtime purposes. Trade requests will not be accepted more than three (3) months in advance of the requested switch. Bargaining unit members shall be in the maintenance shop at the start of their scheduled work shift.

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 Work schedules showing the employee's shifts, work days and hours shall be posted permanently on maintenance department bulletin boards.

Section 5 There will be no docking of pay if an employee is less than six (6) minutes late. If any employee is late more than six (6) minutes, the pay will be docked to the nearest tenth of an hour.

Section 6 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.

Those employees assigned or scheduled to work on the third shift shall be entitled to a shift differential of seventy-five (75) cents per hour.

Section 7 Any employee called in to work shall have a four (4) hour guarantee.

ARTICLE 6 – MEAL PERIODS

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

Section 2 If an employee works over four (4) or more hours after his scheduled quitting time, the Employer shall furnish said employee a meal, if there is a regularly scheduled meal period.

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 traveling away from the prison over the meal period, employees shall receive a meal allowance of up to $12 for breakfast, $17 for lunch and $27 for dinner.

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	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas

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 purposed 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 works on any 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 regular scheduled hours worked, in addition to the eight (8) hour holiday pay, provided the employee meets the criteria set forth in Section 6 of this Agreement.

Section 4 The holidays listed above will begin at 11:30 p.m. the day before the actual holiday and cease at 11:30 p.m. on the holiday night.

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 10, (#2), regardless of compensable status.

Section 7 In the event Juneteenth or similarly named holiday become a County holiday, the holiday will be added to this Article.

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
49 – 120 months (10 yr.)	10 hours/completed month – 120 hours
121 – 180 months (15 yr.)	13.36 hours/completed month – 160 hours
181 – 240 months (20 yr.)	15.33 hours/completed month – 184 hours
over 240 months	16.72 hours/completed month – 200 hours

A vacation day may be taken without prior approval but with a twenty-four (24) hour notice provided it does not result in mandatory overtime. If it is possible for a supervisor to give vacation time upon receipt of a shorter notice, a supervisor may grant time off.

Section 2 After an employee completes his/her 90-day 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.

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

Section 5 In scheduling vacations, the Employer shall have the right to limit the number of bargaining unit employees who are on vacation in any week to two (2) unless the Warden can justify a lesser number based on prison conditions, including safety and effective operation of the facility.

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 72 hours notice prior to the end of the pay period, employees may take full pay in lieu of time off for any accumulated vacation days.

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	4 hours/completed month
over 24 months	8 hours/completed month

The maximum accumulation of sick leave shall be 960 hours.

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.

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 4 Two (2) times per calendar year, 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. Furthermore, it is agreed and understood that employees shall not carry over or accumulate an emergency leave day from one year to the next.

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

Section 5 A doctor's certificate may be required for an absence from work due to illness exceeding eight (8) or more days in a year.

Section 6 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 the start of their scheduled shift. If a call off happens after the start of the scheduled shift, a verifiable emergency must be provided or disciplinary action may result.

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

Section 7 Employees who do not use any accumulated sick leave during a six (6) month period shall be entitled to eight (8) bonus hours of vacation.

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

Section 8 Employees shall be entitled to payment for any unused sick leave they have earned during the calendar year at the rate at which such sick leave was earned. Sick leave accumulation shall be calculated as of December 31 of each year, and payment for accumulated sick leave shall be included in the first pay in January of the following year.

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

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

Section 9 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 10 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.

- 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.

- 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 FMLA, will be counted as an occurrence according to the schedule set forth below. The twelve (12) month period is measure backward from the date an employee uses any FMLA leave. Occurrences will be issued withing 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	1½
Pattern of absenteeism	1
Utilization of 3rd 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/No Call	1
Arrive Late/With Call	½
Leave Early*	½
Leave Early prior to 4 hours worked*	1

First Occurrence	Verbal Warning
Second Occurrence	Written Warning
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.

ARTICLE 10 – BEREAVEMENT LEAVE

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

The employee will be eligible to use any accrued vacation 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

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

ARTICLE 13 – LEAVE WITHOUT PAY

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

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 or sick 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 (8), ten (10) or twelve (12) 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 (8), ten (10) or twelve (12) worked shall be calculated as overtime.

b. By way of specific example, a Maintenance Worker 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 will be paid at the rate of one and one-half (1 ½) the employee's regular rate of pay. The first forty (40) 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, in accordance with the rules of seniority and qualification. Mandatory overtime will be forced by inverse seniority.

ARTICLE 15 – EARNINGS

Section 1 Starting wages shall be as follows:
January 1, 2025 - $24.00
January 1, 2026 - $24.50
January 1, 2027 - $25.00
January 1, 2028 - $25.50

Section 2 During the term of this contract, all employees shall receive an additional $0.50 for each of their years of service in the bargaining unit on top of the starting rate outlined above.

Section 3 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 July 18, 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 Workmen's Compensation Program, shall be paid the money to which he may be entitled under Workmen's Compensation.

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

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

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.

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

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

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

ARTICLE 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 twelve (12) months prior.

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

Any bargaining unit member 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.

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 or the appearance of sleeping	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 (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	
15. Making maliciously false or slanderous statements regarding another employee or supervisor.	W	3-D	T	
16. Failure to follow established safety regulations	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 facility 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).	S	T		
24. Personal dealings which compromise the security of the prison.	S	T		
25. Failure to complete a detailed work sheet that is legible and current, listing all duties lasting more than 15 minutes	W	3-D	T	
26. Failure to inventory tools and clean up shop or work areas	W	3-D	T	
27. Unauthorized use of County equipment or facilities	T			
28. Failure to perform routine maintenance checks	W	3-D	T	
29. DUI (conviction or guilty plea) while employed with the County	2-D	T		
30. Misconduct directly related to an inmate's death or escape	T			

Note: T – Termination
S – Suspension
W – Warning
1-D – One day suspension
2-D – Two day suspension
3-D – Three day 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 and qualification shall be the determining factor in all cases of promotion, demotion, transfer, increase or decrease in working forces, layoff or recall, and as used herein shall mean length of continuous service within the department, plus ability to do the job.

Section 2 The Employer agrees to post all bargaining unit vacancies for a period of six (6) working days. During this period, any bargaining unit employee may apply in writing for such job. In the event the Employer

receives no bids, the Employer may hire from the outside or require the filling of the vacancies by the reverse order of seniority.

Section 3 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 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 not longer needed

Section 4 After sixty (60) days, any employee returning to the Bargaining Unit from supervision will forfeit his seniority and start as a new employee.

ARTICLE 20 – GRIEVANCE PROCEDURE

Section 1 Grievance Procedures Definitions

a) Grievance – an alleged breach or violation of the 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, which 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 sill remains unresolved, it shall be presented by the Union's designee to the designee of the County Commissioners in writing within ten (10) 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, ten (10) working days after the Commissioner's response is due, request 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 The Employer agrees to provide a Union bulletin board for the posting of notices in the maintenance department.

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 inmate areas, except with special permission, and only after obtaining permission from the Employer or the Employer's designee.

Section 3 The Employer agrees to pay one Union employee 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 provided between 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. Employees who choose health insurance coverage shall be required to contribute the following percentages of the County's premium.
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	8%	4%
2026	8%	4%
2027	8%	4%
2028	8%	4%

Co-payments for healthcare will be as outlined 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	$10.00	$35.00	$55.00
2026	$10.00	$35.00	$55.00
2027	$10.00	$35.00	$55.00
2028	$10.00	$35.00	$55.00

Mail-Order Pharmacy Co-Pays (90 day supply):			
	Generic	Formulary	Non-Formulary
2025	$20.00	$70.00	$115.00
2026	$20.00	$70.00	$115.00
2027	$20.00	$70.00	$115.00
2028	$20.00	$70.00	$115.00

Specialty Retail Pharmacy Co-Pays (30 day or less supply):			
	Generic	Formulary	Non-Formulary
2025	20% - $15 min/$60 max	30% - $35 min/$110 max	40% - $55 min/$220 max
2026	20% - $15 min/$60 max	30% - $35 min/$110 max	40% - $55 min/$220 max
2027	20% - $15 min/$60 max	30% - $35 min/$110 max	40% - $55 min/$220 max
2028	20% - $15 min/$60 max	30% - $35 min/$110 max	40% - $55 min/$220 max

Specialty Mail-Order Pharmacy Co-Pays (90 day supply):			
	Generic	Formulary	Non-Formulary
2025	20% - $30 min/$130 max	30% - $70 min/$250 max	40% - $100/min/$440 max
2026	20% - $30 min/$130 max	30% - $70 min/$250 max	40% - $100 min/$440 max
2027	20% - $30 min/$130 max	30% - $70 min/$250 max	40% - $100 min/$440 max
2028	20% - $30 min/$130 max	30% - $70 min/$250 max	40% - $100 min/$440 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 All bargaining unit members shall have the option of opting out of healthcare coverage.

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. 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.

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 the Employer and Union Employees.

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

Section 6 There shall be a probationary period of 180 days during which the Employer shall be vested with unequivocal control over new employees. After ninety (90) days of employment, employees shall begin to accrue seniority retroactive to the date of employment and shall qualify for full insurance benefits pursuant to the terms of this agreement. The probationary period may only be extended by mutual consent of the County, the Union, and the employee.

Section 7 The employer agrees to provide bargaining unit employees, on request, with PPD tests for TB, Hepatitis B inoculations, and annual flu shots.

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

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

Section 8 The Employer agrees to provide each maintenance employee with a tool cart and tools.

Section 9 Maintenance employees shall maintain a detailed daily work log. The log must be current and will list the starting time and completion time of each assignment lasting more than fifteen (15) minutes. The log will also give a description of the work completed.

ARTICLE 25 – UNIFORMS

Section 1 Employees will be required to wear a uniform designated by the Prison Administration while pursuing their duties. Clothing will be appropriate for the work environment of the Maintenance Department.

Section 2 *New Hires.* Any employee hired after January 1, 2025 will receive $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 Bargaining unit employees, except those receiving payments as New Hires under Section 2 above, will receive $1,000 per calendar year as a uniform allowance. The yearly uniform allowance shall be payable annually, no later than January 31st.

Section 4 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 Employees will clean and maintain their uniforms. Uniforms damaged during the normal course of work will be replaced at the Employer's discretion.

Section 6 Uniforms will not include undergarments.

Section 7 Effective January 1, 2023, time clock devices shall be placed outside the secure areas of the York County Prison.

ARTICLE 26 – SUCCESSORS

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

ARTICLE 27 – 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 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

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

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.

ARTICLE 30 – SUBCONTRACTING

The Employer reserves the right during the term of this Agreement to sub-contract and/or submit proposals involving request for quote (RFT) to privatize the operations and services normally performed by bargaining unit members.

The Union shall be given an opportunity to review the information and submit a competitive bid prior to sub-contracting or privatization occurring.

ARTICLE 31 – CONTRACT TERM

The Agreement shall be effective from January 1, 2025 through December 31, 2028.

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

County of York

Julie Wheeler
President Commissioner

J. Scott Burford
Vice President Commissioner

P. Douglas Hoke
Commissioner

Gregory Monskie
Chief Clerk/Chief Operating Officer

Teamsters Local 776

Edgar H. Thompson
President/Business Agent

Shane Weaver
Business Agent

Randall Lutz
Steward

Todd Fritz
Negotiation Team Member