AGREEMENT

BETWEEN

YORK COUNTY
YOUTH DEVELOPMENT CENTER

AND

TEAMSTERS LOCAL 776
HARRISBURG, PA

January 1, 2023 through December 31, 2026

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PREAMBLE

This Agreement entered into by the York County Commissioners, hereinafter referred to as the Employer, and Teamsters Local Union 776, 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 procedure for the resolution of differences, and the establishment of rates of pay, 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 wages, hours, and other conditions of employment for all full-time, part-time, regular, permanent employees designated in the Pennsylvania Labor Relations Board Order of Certification, dated March 17, 2000, and described as follows:

All full-time and regular part-time professional prison guard employees including but not limited to youth counselors, case managers, recreational coordinators, and prison counselors: and excluding management level employees, supervisors, first level supervisors, confidential employees and security guards as defined in the Act.

ARTICLE 2
UNION SECURITY

As of the date this Agreement becomes effective, the Employer and the Union agree that members of the Bargaining Unit who are not Union members shall be subject to a Fair Share contribution pursuant to Pennsylvania Act 399 of 1993 (SB 399 and amendments thereto). The Fair Share contribution rate for these members of the Bargaining Unit shall be based upon the cost of representation reflected in the Union's Annual Report. The County shall be notified of that cost on or about July 1 of each year. This payment shall be deducted in accordance with Article 4.

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 by the County for the purpose of complying with any of the provisions of this Fair Share clause.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1 The management of the County operations and the direction of the work force is vested exclusively in the Employer and includes, but is not limited to, the right to: hire, suspend, discipline or discharge for just cause, and the right to relieve employees from duty because of lack of work or for other legitimate reasons under this Agreement; select supervisory and management personnel; introduce new or improved methods, equipment, or facilities or to change existing methods; determine the total employment requirements, hours of work required for a particular operation and job assignments available to personnel; establish functions, programs, budgets, and organizational structure.

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 provided 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 Dues/Fees and assessments: The Employer agrees to deduct the Union initiation fees and fair share assessment fee over the first four (4) pay periods following employment. Membership dues and assessments and fair share fees will be deducted from the first two (2) pays of each calendar month from those employees who individually request in writing that such deduction be made. The amount to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last business day of the month that such deductions are made providing the monthly billing roster used for the transmission of dues to the Union must be received by the Employer payroll department no later than one (1) week prior to the first payday of the calendar month from which the deductions are to be taken. The Employer will provide a payday schedule by December 15th of the preceding year. This authorization shall be irrevocable during the term of this agreement.

Section 2 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each employee that are to be deducted from his/her paycheck on a week to week basis for all weeks worked. The Employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) 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 that employee's paycheck.

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

ARTICLE 5
HOURS OF WORK

Section 1 The established shifts and hours of work will be as follows: First shift-(6:00 a.m.-2:00 p.m./Monday-Friday), Second Shift (2:00 p.m.-10:00 p.m. /Monday-Friday), Third Shift will consist of three groupings (10:00 p.m. -6:00 a.m./Sunday-Thursday, Monday-Friday), and Saturday-Wednesday), Weekend Shift (Saturday and Sunday, 6:00 a.m. – 10:00 p.m. and every other Monday will be either first or second shift). A maximum of thirteen (13) positions per week will be designated as regular part-time slots. The number of actual part-time positions per week will be designated upon the current need. The Union and the Employer agree to meet and discuss any schedule changes and schedules shall not change without thirty (30) days written notice to the Union and the employees, except in the event of an emergency.

Weekend shift will be reflected, for pay purposes, as a forty (40) hour workweek and the employees working the weekend shift will be considered as full-time employees.

Section 2 Employees shall be notified of the available bid positions by a posting on departmental bulletin boards at least seven (7) days in advance. Employees shall be entitled to bid on positions by seniority and qualification. Employees may trade scheduled days with other employees, provided the switch is made within the same workweek and does not result in overtime. Employees wishing to switch must enter a joint request at least 48 hours prior to the scheduled start of the first shift to be worked in the trade. Employees will be responsible for insuring that the switch was approved or denied by management. Such approvals or denials will be posted by management in a timely manner. Scheduled changes shall not be permitted resulting in a lack of female or male coverage within the facility. Employees shall only be permitted to switch full shifts for full shifts. Any employee who fails to honor his/her exchange in its entirety may be deemed an attendance violation and may result in discipline according to Article 18, Section 7 as an attendance violation. Further, a first violation shall additionally result in a prohibition from switching for 90 days. A second such violation shall be prohibited from switching for a period of twelve months. Employees are prohibited from trading into a schedule that would result in working two consecutive shifts. Voluntary (unscheduled) overtime will be offered last to switching workers. Forced overtime will be assigned to those employees who are on a switch in the same manner as is usual proactive, in order of reverse seniority. If there are two trading workers on the same day, regular seniority between those two workers will apply.

Section 3 The regular hours of work for any shift shall be consecutive, unless mutually agreed otherwise between parties.

Section 4 Work schedules showing the employee's shift, workdays and hours shall be posted permanently on applicable departmental bulletin boards. This shall include all variable work schedules.

Section 5 The County shall be utilizing electronic timekeeping devices. Employees are required to scan the electronic time clock within a six (6) minute period prior to the start of their scheduled shift.

Section 6 In addition to the employee's regular classification rate, all work performed during second and/or third shift (beginning Monday at 2:00 p.m. through Friday at 10:00 p.m.) shall be entitled to shift differential of $1.00 per hour. For all work performed during the current weekend schedule as listed above (10:00 pm Friday until 6:00 a.m. Monday) employees shall be entitled to a shift differential of $1.00 per hour. If the current weekend shift is no longer available for employees to work, employees working the weekend shall be entitled to a shift differential of $1.50 per hour. If a Case Manager performs work outside of their assigned shift and during second, third, or weekend shift, they will be entitled to the shift differential.

Section 7 Employees called in or scheduled for work shall receive a four (4) hour guarantee. The four (4) hour guarantee will be paid in full unless a one (1) hour advance cancellation notice is given to the employee. If the employee arrives to work to begin their scheduled shift and is sent home early, the employee shall be paid the full four (4) hours.

ARTICLE 6
MEAL AND REST PERIODS

Section 1 All employees covered by this Agreement must be granted a one-half (½) hour meal period, with pay, which shall be part of their shift and separate from rest periods set forth in section 2.

Section 2 All full-time employees and part-time employees shall be entitled to a fifteen (15) minute,

paid, rest period during each four (4) hours of their scheduled work shift. Employees working on a regular scheduled work shift shall be entitled to a fifteen (15) minute break during the first one-half of their work shift and an additional fifteen (15) minute break during the second one-half (1/2) of their work shift.

Section 3 Expense reimbursement will be governed by the current County Policy, with the exception of shift training days. Scheduled shift training days that are held outside of the York County Youth Development Center are not subject to meal reimbursement. Any proposed revisions to the County policy will be discussed with the Union prior to implementation.

ARTICLE 7
HOLIDAYS

Section 1 The following fourteen (14) days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King, Jr. Birthday
Memorial Day
Labor Day
Veterans' Day
The day after Thanksgiving Day
Two personal days
Presidents' Day
Good Friday
Independence Day
Columbus Day
Thanksgiving Day
Christmas Day

Note: A personal day shall be scheduled in the same manner as a vacation day. There shall be no carry-over to the next year. New employees must be employed for a minimum of three calendar months before they shall be eligible to utilize a personal day.

Bargaining Unit members who work on Easter Sunday shall be entitled to time and one-half (1/2) their regular hourly rate of pay for all hours worked on Easter Sunday.

If Juneteenth (or similar) becomes a County wide holiday, it would be applied to this bargaining unit.

Section 2 Eligible employees shall receive eight (8) hours straight time pay for each of the above-listed holidays on which they perform no work.

Section 3 If any employee works on any of the holidays listed in Section 1 of this Article, the employee shall be entitled to receive, for the hours worked, time and one-half his/her regular hourly rate of pay.

Section 4 The holidays listed above will begin at 10:00 p.m. on the eve of the actual holiday and cease at 9:59 p.m. on the holiday's night. Case Managers scheduled on Monday through Friday bids shall celebrate Saturday holidays on Friday, and Sunday holidays on Monday. However, one (1) case manager will be required to work each holiday. For all other employees, when all of the above-listed holidays fall on a regular day off, he/she shall be entitled to holiday pay as set forth in Section 2 above.

Section 5 Case Managers will pick the holidays they will work based on seniority. Beginning with the most senior, each Case Manager will pick one (1) holiday at a time until all have been selected. Once the schedule has been made, Case Managers may trade holidays as long as both employees agree

on the trade. Holiday hours for Case Managers will be the same hours as their regularly scheduled shift.

Section 6 If all of the holidays listed in Section 1 above fall on a normally scheduled workday and the employee is scheduled for paid time off (PTO), the employee shall be entitled to the Holiday compensation and PTO will not be charged for that day.

Section 7 Employees shall be eligible for holiday pay as provided for in this Article under the following circumstances: The employee was in full "compensable" status the last regular scheduled day prior to, and immediately following, such holiday, or was on paid time off (PTO) or an absence excused by the Employer. A volunteer list shall be posted thirty (30) days in advance of each holiday and bid employees scheduled to work on those days shall be relieved on a one-for-one basis by the volunteers, by seniority.

ARTICLE 8
PAID TIME OFF (PTO)

Section 1 Eligibility for Accumulation of PTO

1. PTO is accumulated upon hire or transfer into a benefit-eligible position.

2. Eligible employees must be scheduled to work at least 32 hours per week on a regular basis or have been employed part-time at YDC for ninety (90) calendar days.

3. On call and/or temporary employees are not eligible to receive PTO.

4. PTO accumulations are available for use following successful completion of 90 calendar days of the probationary period.

Section 2 Accumulation and Payment of PTO

1. Accumulation of PTO

   a. Employee will receive their first month accumulation on the first of the month following their first day of full-time employment.

   b. Previous full-time employment will be considered in the total full-time employment period, as long as there is no break in service. When an employee moves between full-time and part-time employment, future accrual will accumulate as indicated in Section 3. 1. b. of this Article.

2. Rate of Accumulation

   a. The length of full-time employment determines the rate at which the employee will accumulate PTO.

   b. Employees become eligible for the new, higher accumulation rate the first of the month containing the employee's anniversary date.

   c. Accumulations are based upon paid hours up to 2,080 hours per year, excluding

overtime.

d. Employees regularly scheduled at least sixteen (16) hours, but no more than thirty-two (32) hours per week will earn PTO hours on a pro-rated basis. Employees working the weekend schedule (Saturday & Sunday, 6:00 a.m. –10:00 p.m. and every other Monday either first or second shift) will accumulate PTO based on a 40 hour workweek. Eligible part-time employees will accumulate PTO as indicated in Section 3. 1. b.

e. PTO will not accumulate on unpaid leaves of absence.

3. Maximum Accumulation

a. Employees may accumulate up to a maximum of fifty (50) days of PTO benefit time.
b. Effective calendar year end 2012, paid time off (PTO) balances in excess of forty-five (45) days as of the last payroll verification date of the calendar year will be forfeited.

c. It is the responsibility of the employee and his/her supervisor to assure that PTO time is used so that accumulations remain at or below the maximum accumulation rate.

Section 3 Accumulation Rates & Payment of PTO

1. For purposes of determining years of service and rate of PTO accumulation, the employee's dates of employment shall be used for full-time employees as defined in Section 1.2 above. After an employee completes his/her probationary period, he/she shall be entitled to PTO accumulate during the probationary period.

a) Accumulation Schedule for Employee's who are regularly scheduled for at least thirty (32) hours/week:

Employment Period		Accumulation	
1-48 months	(0-4 years)	15 working days/year	10 hours/month
49-120 months	(4-10 years)	20 working days/year	13.34 hours/month
121-180 months	(10-15 years)	25 working days/year	16.67 hours/month
181-240 months	(15-20 years)	28 working days/year	18.67 hours/month
Over 240 months	(over 20 years)	30 working days/year	20 hours/month

b) Any part time employees filling a temporary vacancy of 30 days or longer shall be entitled to the same PTO allotment per month as a full time employee. All other part time employees are entitled to 4 hours of PTO per month.

2. PTO Bonus Perfect Attendance

Full-time employees with one (1) calendar month of perfect attendance will have four (4) hours added to their PTO accrual. Part-time employees will not be eligible for the Perfect Attendance Bonus.

Accrual will be based on the employee's status as of the last day of the month of the one (1) month period. Absences due to Work Related Injury, Jury Duty, and Death-in-Family during each calendar month period of perfect attendance, WILL NOT affect eligibility.

3. Payment of PTO

a. PTO pay shall be at the employee's regular rate of pay, including any work shift differential pay, if applicable, in effect for the employee's regular job on the payday immediately preceding the employees PTO period and is not included in the computation of any overtime calculation.

b. When PTO is used, an employee is required to request payment of PTO hours according to his/her regularly scheduled workday.

Section 4 Scheduling PTO

1. Scheduled Absences

a. Scheduled PTO should be requested in writing at least three (3) calendar days in advance of PTO.

b. PTO is subject to supervisory approval, department staffing needs and established departmental procedures as listed below.

1. All scheduled paid time off (PTO) requests for the year ending December 31 of the next year shall be submitted from December 1 through December 15 for approval on a seniority basis with final approval given in writing to the employee no later than December 18. All other requests or cancellations for scheduled PTO shall be submitted in writing at least three (3) working days in advance and handed to the employee's immediate supervisor. PTO request must be made in accordance with the following increments; four (4) hour, eight (8) hour, or sixteen (16) hour increments. For the weekend shift, the Monday worked constitutes sixteen (16) hours. Upon receipt of the request, the employee's immediate supervisor shall review and respond directly to the employee, in writing, by the end of the employee's next work day. In the event the employee's supervisor fails to respond to the request in the prescribed time, the employee shall be entitled to utilize the PTO time as requested. Should the employee's supervisor reject the request, the reason or reasons for such rejection shall be stated by the supervisor, in writing and must be based on sufficient cause (for example, staffing shortage or priority project). A minimum of two employees, per classification, per shift, must be permitted to utilize scheduled PTO leave when requested. In cases involving emergency request for PTO leave or PTO requests on holidays, the employee and supervisor may waive the above-

described time limits.

2. If the Employer, in its discretion, chooses to replace an employee who is on scheduled PTO, it shall first seek volunteers. Coverage shall be offered in accordance with the aforementioned increments. In the absence of sufficient volunteers, the Employer shall have the right to require the least senior-qualified employee, not otherwise scheduled for PTO, to report to work. For unexpected vacancies, employees must be called and offered the work opportunity by seniority. Management shall maintain a documented history of attempts to contact employees for work opportunities. Discrepancies in the list can be remedied via the grievance and arbitration procedure.

3. In the event an employee is required to work during his/her PTO time and, due to the demands of the work, is unable to re-schedule his/her PTO during the anniversary year, the anniversary year shall be extended for ninety (90) days for PTO re-scheduling purposes.

4. Part-time vacancies created by PTO will be first bid on by Part-time employees. Full-time vacancies created by PTO will be first bid on by Full-time employees. Mandating for said shifts will be by done by reverse seniority.

5. Employees who want to work the entire shift may be selected to work before the employee who wants to work a partial shift (regardless of status; full time or part time).

2. Unscheduled Absences

a. Unscheduled absences will be monitored.
b. Unscheduled absences include, but are not limited to, lateness, late call off and leaving early.
c. The supervisor may request documentation to verify the necessity of an unscheduled absence when they believe there is abuse.
d. A doctor's certificate shall be required for an absence from work due to sickness for more than three (3) consecutive days. For absences of less than four (4) days, a doctor's certificate may be required where, in the opinion of the Employer, the employee has been abusing his/her PTO privileges or in order to verify entitlement to FMLA.
e. When possible, an employee seeking to utilize unscheduled paid time off (PTO) shall call in at least two (2) hours prior to his/her work shift. Employees utilizing unscheduled paid time off (PTO) shall call in and notify their immediate supervisor or the person otherwise designated by management. An employee who calls in with fewer than two (2) hours' notice may be subject to discipline depending on the circumstances that caused the late notification.
f. Unscheduled PTO must be used in the following increments unless the employee provides documentation of a medical appointment that cannot be rescheduled for non-work hours; four (4) hour, eight (8) hour, or sixteen (16) hour increments. Mondays constitute sixteen (16) hour days for the weekend shift.
g. When possible, an employee seeking to utilize unscheduled paid time off (PTO) for arriving late, shall provide management with an estimated time of arrival.

Section 5 Use of Accumulated PTO

1. The Employer and the employee are responsible for monitoring their own accumulations of PTO.

2. When an employee elects to take time off from work employees must use available PTO. When a non-work related injury or illness lasts beyond seven (7) calendar days the employee has the option to select short-term disability.

3. Employees may not borrow against their PTO banks; therefore no anticipated leave will be granted.

4. An employee requesting PTO is responsible for assuring that they have accumulated PTO to cover the request. IF it is found after the request was granted that the employee does not have the time to cover the request, the employee will be informed that their previously granted PTO is now denied.

5. An employee taking unscheduled PTO who does not have the accumulated time will be subject to discipline.

6. An employee that calls off for a shift in which their PTO request was denied will be subject to discipline unless they are able to provide a doctor's note or appropriate documentation.

7. The PTO period shall be January 1 to December 31.

8. The 24 hour period for using PTO is 8 hours preceding and 8 hours following an employee's regularly scheduled shift.

Section 6 Payment of Accumulated PTO upon Separation from Employment

1. Following successful completion of the probationary period and upon resignation, separation, or retirement, a Full time employee will be paid for all PTO hours accumulated but not used. Part time employees are eligible to receive payment for PTO hours accumulated but not used upon resignation, separation, or retirement.

2. Accumulated PTO may not be used in lieu of proper notice of resignation.

3. Employees whose positions are eliminated through a reduction in the work force or reorganization are paid for accumulated PTO as of the effective date of termination/change. Employees whose regularly scheduled hours drop below thirty-two (32) hours will be paid out for all hours accumulated in their PTO bank. After the PTO hours are paid out, the Part time employee will begin accruing PTO as a Part time employee.

Section 7 Cash-Out Carryover

1. To assure that employees experience the benefits of time away from work, the Employer encourages full-time employees to use a minimum of five (5) working days paid time off per calendar year.
2. Paid time off (PTO) balances in excess of fifty (50) days as of the last payroll verification date

of the calendar year will be forfeited.

ARTICLE 9
SHORT TERM DISABILITY (STD)

Section 1 Purpose

The purpose of this policy is to provide a summary of the procedures and protocols for full-time employees to receive the benefits of the Employer's short term disability income insurance (STD). A complete description of the program will be distributed to each eligible employee.

Section 2 Policy

It is the policy of the Employer to provide a short term disability income insurance plan, paid by the County at no expense to the employee, to ensure income to employees who have a non-work related accidental injury or illness that lasts beyond seven (7) calendar days, for the period of the short term disability not to exceed 26 weeks.

Section 3 Definitions

1. Appropriate Care and Treatment – medical care and treatment that is given by a physician appropriate for treating the disability; consistent with both the physician's diagnosis of the disability and with national guidelines; and intended to maximize the employee's medical and functional improvement.

2. Disabled or Disability – a non-work related sickness or injury that does not meet one of the criteria of exclusion, for which an employee is receiving appropriate care and treatment and complying with the requirements of such treatment, AND due to such the employee is unable to earn more than 80% of his/her pre-disability earnings at his/her own occupation.

3. Full-time employees – an employee who is regularly scheduled to work a minimum of thirty-two (32) hours per week.

4. Sickness – illness, disease or pregnancy, including complications of pregnancy.

Section 4 Procedure

1. Eligibility

   a. To be eligible for short term disability income, the employee must be a full-time employee who is eligible to receive County benefits, and Disabled, as defined in 3.2. Exclusions include but are not limited to:

      - disabilities caused or contributed to by elective treatment or procedures such as cosmetic treatment or surgery primarily to change appearance, sex change surgery, reversal of sterilization, liposuction, etc.
      - disabilities caused or contributed to by war or acts of war, rebellion or terrorism,
      - disabilities caused by intentionally self-inflicted injury or attempted suicide, or
      - disabilities caused by the commission of or attempt to commit a felony.

b. STD coverage begins on the first of the month following ninety (90) calendar days after hire date.

c. Employees must notify Human Resources and complete the required documentation for a short term disability.

2. Employee Responsibility – Application for STD Income

a. When the disability is foreseeable, employees are required to provide a thirty (30) day advance notice.

b. When the disability is not foreseeable, the employee must provide such notice as soon as practical and within one (1) or two (2) days if at all possible. Failure to provide the notice and complete the application may result in delay of benefits.

c. An application for STD must be completed and returned to Human Resources. With the application, the employee must provide medical certification of the disability that includes the starting and expected ending date of the disability.

3. Use of PTO and Frozen Sick Leave Banks

a. Waiting Period

- Employees must satisfy the waiting period of seven (7) calendar days, prior to being eligible to receive short term disability income.
- During the initial waiting period an employee must notify their supervisor whether they elect to utilize accumulated time from either their PTO leave bank or their frozen sick leave bank that was frozen to receive compensation for time away from scheduled work for the waiting period up to a maximum of seven (7) days.
- Any portion of the initial waiting period that is not covered by the applicable accumulated PTO or frozen sick leave will be unpaid.

b. During the Period of Disability

At the time of notification of disability, employees must elect one (1) of the following options to commence after the initial waiting period:

- to receive short term disability income, or
- to utilize time from their sick leave bank that was frozen, up to the maximum available, prior to the commencement of short term disability income, or
- to utilize time from their sick leave bank that was frozen, up to the maximum available, AND/OR to utilize accumulated PTO up to the maximum available prior to the commencement of short term disability income.

c. Employees electing to use frozen sick leave bank time after the completing the seven (7) calendar day waiting period must exhaust their bank prior to the application for short-term disability income.

d. The determination of the period of disability will be from the date the disability commenced, and not the date that the employee began receiving STD income. Use of the frozen sick bank acts as an offset and will not add to the maximum 26 week duration of benefits. For example, an employee on a six (6) week disability who elects to use his/her sick leave bank containing 160 hours (4 weeks) accumulated frozen sick leave, would receive STD income for the remaining two (2) weeks only, assuming that he/she continues to meet the definition of disability under the short term disability plan.

4. After the Period of Disability

   a. For employees on an approved Family Medical Leave, or other approved leave of absence, who are approved for additional time away from work following the period of disability, for example for bonding after the birth of a child, accumulated time from the PTO leave bank only must be used.

   b. Approved time away from work after the period of disability that is not covered by applicable PTO will be unpaid.

5. Benefit Payment and Miscellaneous Information

   a. Employees who are approved for STD will receive a weekly benefit check of 66 2/3% gross pre-disability regular earnings from the insurer.

   b. STD income is subject to Federal Income and Social Security Taxes.

   c. The maximum weekly benefit is $1,500.00.

   d. The maximum benefit duration for each disability, will be determined by the insurer, based on the particular disability, up to a maximum of 26 weeks.

   e. Employees may be eligible for partial benefits if they cannot work sufficient time to earn 80% of pre-disability income.

   f. The employee is responsible for medical, dental and other applicable co-payments during the period of disability.

   g. While receiving STD income, accumulations of paid time off (PTO) will continue.

   h. The appeal process of the insurer will be followed.

ARTICLE 10
BEREAVEMENT LEAVE

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

Section 2 For the purposes of this Article, a "day" will constitute as eight (8) hours.

ARTICLE 11
MILITARY LEAVE

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

ARTICLE 12
FAMILY/MEDICAL LEAVE

Section 1 Employees shall be entitled to Family/Medical Leave in accordance with the provisions of the current County Policy. The County FMLA policy requires the exhaustion of available and applicable paid time off; however, the employees in this unit shall have the option to retain up to a maximum of five (5) days paid time off which may be utilized upon return to work in accordance with and subject to the provisions of this Agreement. Any proposed revisions will be discussed with the Union prior to implementation. Upon demand, the County will bargain with the Union over any changes with respect to the County policy on Family/Medical Leave.

ARTICLE 13
LEAVE WITHOUT PAY

Section 1 Employees are subject to the County of York's current Leave of Absence policy. Any changes to the York County Leave of Absence policy during the term of this agreement will be applicable to employees covered under this agreement. Upon demand, the County will bargain with the Union over any changes with respect to the County policy on Leaves of Absence.

Section 2 Employees shall have the right to return to the same position within the same classification he/she held prior to going on leave, or to an equivalent position with regard to pay and skill.

Section 3 Employees holding elected Union office shall upon request receive a leave of absence without pay for the term of their office.

ARTICLE 14
OVERTIME/COMPENSATORY TIME/MANDATE

Section 1 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), twelve (12) or sixteen (16) in any workday (depending on bid)—specifically, examining continuous hours worked.

a. When an employee works a shift in addition to the employee's pre-assigned shift, the first eight, ten or twelve hours of work (depending on bid) shall be calculated as regular hours and the additional hours of continuous work in excess of the first eight, ten or twelve worked shall be calculated as overtime.
b. By way of specific example, an employee 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. The first forty hours worked shall be calculated as straight time. Overtime hours will be calculated at time and one half (1 ½).

Overtime hours shall not be pyramided.

Section 2 FOR UNEXPECTED VACANCIES

Full-time employees will be offered all work opportunities that exist due to under-staffing (as defined in DPW regulations) and all work that results from the designation of temporary posts such as one-on-ones, court and so forth. When overtime is offered in accordance with this Section, a daily voluntary overtime list will be utilized. Such overtime will first be offered to the full-time employees who are working the shift immediately prior to the overtime shift. If the overtime remains available, it will be offered to eligible full-time employees who have signed the "street overtime list". Thereafter, the work opportunity will be offered to regular part-time employees. For expected and unexpected vacancies, employees who want to work the entire shift may be selected to work before the employee who wants to work a partial shift (regardless of status; full time or part time.)

Section 3 Regular part-time employees may be utilized to fill shifts on the schedule that the County and Union recognize as "fill-in shifts". Regular part-time employees may also fill shifts that are vacant because a full-time employee is absent due to illness, personal leave, vacation, short term leave of absence, short term unpaid leave, unauthorized leave or short term suspension of more than seven (7) days. After seven (7) days of management's determining the vacancy needs to be filled, a one-time bid change sheet will be posted for a full-time or part-time employee to work the remainder of the leave, the vacated position will then be filled by a part-time employee.

Section 4 A mandate is the process of determining who the least most senior employee on duty is for the purpose of holding them over a minimum of four hours because no other employee has volunteered to fill the vacancy. Employees may not be mandated beyond sixteen (16) hours of continuous duty, unless Director declares emergency under guidelines of Emergency Policy

Section 5 In the event a shift vacancy remains open after offering overtime in accordance with Section 2 and 3 above, the overtime opportunity may be offered to employees in the part-time pool or filled by mandatory overtime. If overtime is mandatory, it will be forced upon the least senior employee working the shift that is immediately prior to the overtime shift, provided that employee is not exempt as provided by Sections 6, 7 or 8 below. The list will reset at the beginning of the pay period.

Section 6 No employee may be forced to work overtime more than eight (8) hours per week. Back-to-back mandating is not permitted; however, if mandating is operationally necessary, the employee required to work, who should be exempt having been mandated previously in the week, will be paid at double time his/her rate for all hours worked in excess of the initial eight (8) hours of mandating for that week.

Section 7 Voluntary overtime does not exempt an employee from being mandated the next day.

Section 8 If someone volunteers to work, and works at least twenty-four (24) hours overtime in a pay period, that employee may not be mandated to work overtime for the remainder of that pay period. Additionally, employees working voluntary overtime shall not be mandated to work at the end of that voluntary or scheduled shift. However, if mandating is operationally necessary, the mandated employee will be paid at double time his/her rate for all hours worked after the conclusion of the

employees voluntary shift.

Section 9 There shall be no mandatory overtime between the conclusions of a full time and part time employee's last scheduled shift and his/her first scheduled shift of the new workweek. However, if mandating is operationally necessary, the mandated employee will be paid at one and a half (1 ½) time his/her rate for all hours worked after the conclusion of the employees last scheduled shift. If an employee is mandated to work on a relief day, the mandated employee will be paid at double time his/her rate for all hours worked.

Section 10 The Mandate process identifies the least senior, eligible, employee on duty who will be made to work a minimum of four (4) hours on the adjoining shift due to a vacancy that must be filled to maintain an adequate level of staffing. Mandating will only occur after all employees have been offered and refused the opportunity to voluntarily work the overtime. If an employee is mandated to work overtime, he/she can get a replacement. The replacement employee then assumes responsibility for the shift. A mandate shall constitute working a minimum of four (4) hours.

Section 11 An employee who fails to work his/her regular shift that adjoins the shift immediately prior to or after an overtime shift will not be paid overtime for the hours worked unless those hours are in excess of forty (40) hours in a given week.

Section 12 Employees must sign the "street list" when posted every six (6) weeks if they wish to be called for overtime. A sign-up sheet will be posted for each shift. Employees may sign on any or all sheets.

Section 13 Employees are essential and expected to report to work. During declared "snow emergencies", disciplinary policies and late call off policies will not apply, providing the supervisor was notified within thirty (30) minutes after the start of the shift of the employee's intent to report for work or if there is a need for additional staffing when the employee arrives at the facility. When possible, shifts will be staffed with the full compliment. Employees who are held over to staff the facility during an emergency will not be required to work more than sixteen (16) consecutive hours until receiving a four hour rest period. Thereafter, employees will receive a four hour rest period at the conclusion of each additional four hour period of "on duty" work. An employee will not be considered available for additional overtime until after he/she has completed the four hour rest period. During such a rest period the employee will be paid at their straight time rate. When additional employees arrive to work, they will replace those employees who have worked the greatest number of "on duty" hours as of the arrival time. If more than one employee has the same on-duty hours, the senior employee will have the option to work or not work. Employees who elect to remain at work after a declared "snow emergency" has been lifted, are not subject to compensation in accordance with this provision.

Section 14 Mandating on Mondays – If mandating is necessary on a Monday, employees assigned to work the units will be mandated before mandating an employee who was scheduled to be in training.

Section 15 Vacancies identified as part-time will be first bid on by part-time employees. Vacancies identified as full-time will be first bid on by full-time employees. Sign up lists must be provided for known vacancies, and remain posted for a minimum of 72 hours. Mandating for said shifts will be by seniority.

Section 16 If no one signs up for vacancies created by planned PTO per the guidelines as listed above in Section 15, overtime postings will remain open until filled and be filled on a first come, first

serve basis. If an overtime vacancy for a planned PTO absence is not filled 48 hours prior to the start of the shift, the vacancy will be closed. The overtime shift may then be mandated.

Section 17 Employees who work more than three hundred and twenty (320) voluntary overtime hours will receive a bonus payment of one thousand dollars ($1,000) paid on January 31st.

ARTICLE 15
WAGES

Section 1 Effective January 1, 2023 all employees hired before January 1, 2023 will receive a $2.00 per hour increase.

Section 2 Effective January 1, 2024 all employees hired before January 1, 2024 will receive a 4% increase.

Section 3 Effective January 1, 2025 all employees hired before January 1, 2025 will receive a 4% increase.

Section 4 Effective January 1, 2026 all employees hired before January 1, 2026 will receive a 4% increase.

Section 5 Effective as of the signing of this agreement, the start rates for all classifications covered by this collective bargaining agreement, will be as follows:

2023	$19.00/hour
2024	$19.76/hour
2025	$20.55/hour
2026	$21.37/hour

Section 6 New pay rates shall become effective midnight of the New Year.

Section 7 Overtime wages will be paid for all hours worked during the calendar day of a County closure due to a weather emergency or similarly named event.

ARTICLE 16
TEMPORARY WORK OUT-OF-CLASSIFICATION

Section 1 Employees assigned to do work outside their normal job classification will receive an additional $1.00 per hour for all time worked, plus shift differential.

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

ARTICLE 17
WORK-RELATED INJURIES

Section 1 Notice of Rights and Duties

The Employer is obligated to insure that each employee has been informed of his/her rights and duties. An employee notification form must be signed at the employee's hire.

Section 2 Medical Treatment

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. Once the employee is relieved of duty, he/she is required to immediately obtain treatment from one of the medical providers of his/her choice from the panel of the Employer's medical providers, for a period of ninety (90) days from the date of his/her first visit.

Section 3 Transportation

Transportation will be provided to the appropriate medical facility if the injury is of a serious nature, as determined by a qualified person, but in no event shall an employee be required to provide his/her own transportation or to contact a relative or friend for assistance. An ambulance will be provided if necessary. Otherwise, the Employer will make every attempt to provide public transportation.

Section 4 Wage Loss/Balance of Shift

An employee relieved of duty because of work-related injury and/or illness shall suffer no wage loss on the shift or day when the initial injury occurs and their time shall not be deducted from accumulated paid time off (PTO). If the initial visit for medical treatment is made on a later day, the employee will be paid for the balance of that shift, provided the employee goes for treatment the day after the work-related injury, he/she is expected to return to work during that shift unless the treating physician orders otherwise.

Section 5 Return to Work

It is the responsibility of the employee to inform his/her Employer whether they are fit for duty. The means for communicating this information is through medical documentation. This documentation can be hand delivered, faxed, or mailed, but it must be provided prior to the employee's return to work. If the employee is determined, able to work (i.e. return to his/her 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 and/or the York County Risk Manager, prior to returning. The employee is then required to return to work to complete his/her normal shift and/or report for work on the next scheduled day and shift. Failure to do so may result in disciplinary action by the Employer. If an employee is disabled (i.e. not able to perform his/her normal duties), as determined by the treating physician, the employee is required to furnish the Employer with a document describing the disability and approximate duration. During the period of disability, PTO shall not accrue. For probationary employees, their days worked shall be frozen during this absence and the probationary period extended by the number of days missed. Upon their return to work, either at full duty or modified duty, their probationary period will resume. During the period of disability, employees are required to submit to the Employer their portion of health insurance premiums. If the employee is able to perform modified duties, as determined by the treating physician, and provided the Employer has such duties available, the employee required to return to work and work

within those duties on the day and shift normally assigned until such time as the employee is released for his/her normal duties by the treating physician. If an employee is able to return for limited duties and there is no work available in the employee's own department, the employee may work in any department where work is available, at the discretion of the Employer. If the employee'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.

Section 6 Use of Paid Time Off (PTO)

Provided that the length of disability does not exceed fourteen (14) calendar days, an employee may use his/her accrued paid time off (PTO) for absence during the first seven (7) calendar days due to a work-related injury. If the absence due to a work-related injury exceeds fourteen (14) calendar days, the lost wages are compensated by workers, compensation beginning on the first day of disability.

Section 7 Overtime

Employees working at modified duty shall not be eligible to work overtime unless the Employer has available, and is able to offer, work conforming to the restrictions of the employee in question.

Section 8 Compliance Source

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 Workers' Compensation rules and regulations published under the Pennsylvania code, Title 34-Labor and Industry Chapter 121, as amended.

ARTICLE 18
DISCIPLINE

Section 1 The Employer shall not suspend, discharge, or take any disciplinary action against an employee without just cause. An employee may appeal a 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 suspension or discharge.

Section 2 Any action instituted under Section 1 of this Article shall be implemented within fifteen (15) calendar days after the Union has been notified in writing, after the event giving rise to such disciplinary action or knowledge thereof. The time limit above may be extended by mutual agreement.

Section 3 The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees.

Warning letters for infractions or violations may be issued by the Employer, provided that such letters and/or warnings are removed from the employee's file after twelve (12) months. A copy of the warning letter must also be submitted to the Union.

However, incidents, and/or violations that have resulted in a suspension, may be considered by the employer when assessing disciplinary action for twelve months. A suspension

date(s) will be assigned outside the appropriate time for a grievance to be filed.

Section 4

Offense	1st	2nd	3rd	4th	5th
1. Resident Abuses: Any indicated findings by the Department of Human Services may result in termination.					
2. 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 the same on the job).	Term				
3. Absolute refusal to comply with a direct order of any Supervisor without justification.	3-D	Term			
4. Leaving premises without permission.	Term				
5. Theft	Term				
6. Dishonesty-Falsifying, Misrepresenting or Altering Personnel, Government Documents, Worksheets, time or other records including knowingly punching of a time card by other than the one whose name appears.	Term				
7. Abandonment of Position (within the facility)	1-D	3-D	Term		
8. Absence/No call for three (3) consecutive days	Term				
9. Immoral, indecent or vulgar conduct relating to:					
A. Employees	3-D	Term			
B. The public or residents	Up to Term				
10. Willful destruction of County property	Term				
11. Sleeping on duty.	Up to 10-D	Term			
12. The use of profane language in a threatening manner :					
A. Between employees	3-D	Term			
B. To Supervisors	3-D	Term			
C. To Residents	3-D	Term			
13. (a) Intentionally disclose information to the public concerning a child without consent or authority	Term				

	(b) Employee divulging personal information regarding another employee without consent.	W	3-D	Term		
14.	Failure to follow instructions or perform assigned work.	W	W	1-D	3-D	Term
15.	Wasting time or loitering during working hours	W	1-D	3-D	Term	
16.	Making maliciously false or slanderous statements regarding another employee, Supervisor, the faculty, the programs, and/or residents	W	1-D	3-D	Term	
17.	Committing negligent acts which:					
	A. Result in injury to personnel, residents or major damage to property.	Up to Term				
	B. Result in minor damage to property.	W	3-D	Term		
	C. Might result in injury to personnel, residents or major damage	W	3-D	Term		
19.	Extending break or lunch period beyond allotted time	W	W	W	3-D	Term
20.	Accepting gifts, gratuities or payment from other than the Employer, in connection with facility services	3-D	Term			
21.	Selling, soliciting or collecting contributions for any purposes on facility premises without authorization	W	W	3-D	Term	
22.	Use of tobacco products (outside designated areas)	W	W	3-D	Term	
23.	Making personal calls on facility's telephones and/or time without approval	W	W	3-D	Term	
24.	Refusal of Mandatory Overtime	W	3-D	Term		
25.	Violating County Cell Phone Policy	3-D	Term			

Note: W means "Written Warning"
1D means "1 Day Suspension"
3D means "3 Day Suspension"
Term means "Termination"

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.

Section 5 Statements from residents will not be solicited without cause

Section 6 Any employee covered by this agreement who is charged by the District Attorney's office with any felony, a drug or alcohol related offense, an employment related misdemeanor or a child related crime must report the charges to the management of the facility within 72 hours or prior to the employees next scheduled shift, whichever occurs first. The employee will be suspended from employment without pay until such time as their case is determined by the court system. If the employee is found not guilty he/she will be reinstated to employment and will receive all lost wages; reduced by the amount of any Unemployment Compensation or wages earned from other employment during the suspension. If the employee is found guilty he/she will be immediately terminated. If the guilty charge is overturned on appeal the provisions concerning being found not guilty will apply. Any offense resulting in loss of driver's license for longer than ninety (90) days may result in termination. All employees are subject to all Department of Human Services guidelines.

For a first DUI offense while employed by the County, an employee shall be subject to a 2-day suspension. A first DUI offense shall constitute just cause for suspension. For a second DUI offense while employed by the County, an employee shall be subject to termination immediately. Such shall constitute just cause for termination. Should an employee be suspended and/or terminated pursuant to this policy and practice, the only issue that may be subjected to the grievance procedure and within the jurisdiction of the arbitrator is whether the employee engaged in the conduct. The arbitrator shall have no authority to alter the penalty imposed upon a finding that the grievant engaged in the conduct of which he or she was accused.

Section 7 Attendance

a. Employees with a documented chronic illness will not be given an "occurrence" for non-paid days off, provided they have a doctor's excuse for the absence.

b. Any other non-compensatory time off, other than a leave of absence as per Article 13, will be counted as an occurrence according to the following schedule:

Absence	Occurrences
Arriving Late (less than 10 minutes)	One-half
Arriving Late (more than 10 minutes/less than one hour)	One
Arriving Late (more than one hour)	One and one-half
Leave early - less than 4 four hours (with no PTO time)	One-half
Leave early – more than 4 hours (with no PTO time)	One
Late call off including OT (less than 2 hours before shift)	One
No badge/No scan	W, W, W, W, one-half
Call off with no PTO available	One
Call off for shift in which PTO request was denied	One-half
Use of unplanned PTO in conjunction with:	
Relief Days (for Full Time employees):	
First Offense	None

Second Offense	None
Third Offense	One-half
Fourth Offense	One
Fifth Offense	Two
Use of unplanned PTO in conjunction with:	
Relief Days (for Weekend Shift employees):	
First Offense	None
Second Offense	None
Third Offense	None
Fourth Offense	One-half
Fifth Offense	One
Sixth Offense	Two
Medical or other leave of absence	None
Absent/no call (without appropriate documentation)	Three
Work related injury	None
Subpoena	None
First occurrence within 12 month period	Verbal Warning
Second occurrence within 12 month period	Written Warning
Third occurrence within 12 month period	One (1) day suspension
Fourth occurrence within 12 month period	Three (3) day suspension
Fifth occurrence within 12 month period	Ten (10) day suspension
Sixth occurrence within 12 month period	Possible Termination
Exceptions	
Late (prior notice of doctor visit)	None
Late (other professional with prior notice)	None-(two per year)
Leave early (prior notice of doctor visit)	None
Leave early (other professional with prior notice)	None-(two per year)
Illness to employee or family member and verified upon request by administration	None

For disciplinary purposes, occurrences expire after 12 months from date of absence.

Section 8 The York Youth Development Center operates 24 hours per day; 7 days per week, 365/366 days per year and employees are expected to report for work when assigned. Employees are essential and expected to report to work. Employees will not normally be disciplined in

circumstances involving verified weather emergencies (i.e. severe snow/ice storms) or documented unavoidable traffic delays. An employee's arrival that is delayed due to the above circumstances may use paid time off to cover the lost wages. It shall be the employee's responsibility to provide written documentation.

Section 9 Late Arrival: Management will allow for an employee to punch in upon arrival; however, the employee will need to use PTO. This will count against the perfect attendance for that month.

Section 10 The Youth Development Center has a zero tolerance for any staff member that violates the PREA policy as it pertains to sexual abuse or harassment. Staff will be subject to disciplinary actions, up to and including termination, for violating the facility's sexual abuse or sexual harassment policies. Any staff engaging in sexual abuse or harassment of residents, or that has engaged in sexual abuse of residents in the past, will be terminated. Disciplinary action for violations of this policy other than engaging in sexual abuse or harassment will be commensurate with the nature and circumstances of the act committed and will be issued as outlined in the collective bargaining agreement or in the County of York policy manual. Sanctions will be imposed based on the incident level, disciplinary history, and past precedent of sanctions implemented at the facility for similar occurrences. §115.376(a), (b), (c).

All terminations for violations of the facility's sexual abuse or sexual harassment policies, or staff resignations related to violation of these policies, will be reported to the appropriate law enforcement agency. If it is determined the activity was criminal, charges will be filed and the Pennsylvania Department of Human Services will be notified. §115.376(d).

ARTICLE 19
SENIORITY AND VACANCIES

Section 1 Seniority and qualification shall be the determining factor in all cases of promotion, demotion, eligibility for overtime, transfer, job bidding, increase or decrease in working forces, layoff or recall, and as used herein shall mean length of continuous service within YDC, plus ability to do the job.

Section 2 The Employer agrees to post all Bargaining Unit vacancies for a period of seven (7) calendar days. During this period, any Bargaining Unit employee may apply, in writing, for such job. In the event the Employer receives no qualified bids, the Employer may hire from the outside or requiring the filling of the vacancies by reverse order of seniority. Any employee who is awarded a job may not bid on another vacancy for at least sixty (60) days. Once the bid is awarded, the bid will be filled within 60 calendar days.

Section 3 A vacancy shall be any position which has become open within the Bargaining Unit and may become available by reason of an increase in work force, 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 work force of thirty (30) days' or less duration.

(b) In the event that above temporary vacancies are filled by the Employer, seniority as defined in

this Agreement shall be followed.

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

Employees will be permitted to bid on their shifts and work weeks via a bid to be conducted in November 2023 and November 2025. Shift amount and number of bids shall be posted in advance. The awarded bids will be effective the first full pay period of January 2024 and January 2026. The Union will be notified by the Employer of the bid in writing and will be present for the awarding of the bids. Shop Steward(s) shall be permitted to witness the opening and awarding of all bids.

ARTICLE 20
GRIEVANCE PROCEDURE

Section 1 Grievance Procedure Definitions –

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

(b) Grievant – any employee or group of employees, or Union agent 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 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 will not be construed as a grievance.

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

Section 3 Informal Settlement of Alleged Grievances –

(a) Bargaining Unit members shall first discuss and attempt to settle an alleged grievance.

(b) The grievant may attempt to resolve the alleged grievance informally, either directly or through the Union's designated representative; nothing herein shall restrict the rights of any person or persons which are provided in Section 6060 of Act 195, effective October 1, 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 the grievance procedures shall be set by mutual agreement.

(e) The Union shall inform the Employer, in writing, of all persons authorized to settle grievances.

(f) The Union and the Employer 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 Section 3 shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.

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 seven (7) calendar days of its occurrence, or knowledge thereof. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within seven (7) calendar days.

Step 2 If the grievance has not been settled, it shall be presented, in writing, by the Union Steward to the YDC Director, within seven (7) calendar days after the supervisor's response is due. The YDC Director shall respond to the Union Steward, in writing, within seven (7) calendar days.

Step 3 If the grievance still remains unresolved, it shall be presented by the Union's designee to the designee of the York County Commissioners, in writing, within fourteen (14) calendar days after the response of the Administrator is due. The Commissioners' designee shall respond to the Union, in writing, within fourteen (14) calendar days of the meeting between the Commissioners designee and the Union Representative.

Step 4 If the grievance is still unsettled, either party may, upon written notification to the other, ten (10) working days after the Commissioners' response is due, request arbitration. Lack of response from either side within the required fourteen (14) calendar day timeframe will deem the grievance closed. Prior to moving a matter to arbitration the parties may elect to seek a remedy through mediation. If both parties concur with the mediator's recommendations the matter will be considered to be resolved.

Section 6 If the parties are unable to agree upon an arbitrator, either party may request a list of arbitrators, in the most economical way feasible, from the American Arbitration Association. The parties shall alternately strike names from the list with the Employer striking the first name, until one name remains. That individual shall serve as the arbitrator.

Section 7 The arbitrator shall not have authority to modify, delete, add to, or subtract from the provisions of this Agreement. 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, election and other pertinent Union information

Section 2 The Employer shall recognize Stewards and Alternate Stewards as designated by the Union. Such Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises but NOT in work areas, and only after obtaining permission from the Employer.

Section 3 The Employer agrees to pay two (2) designated Union stewards for reasonable work time spent during contract negotiations and processing of grievances. The Union agrees to notify the Employer, in writing, within seven (7) calendar days of the scheduled date that the Union Steward needs to be off of work for Union Business. However, a shorter notice of forty-eight (48) hours may be provided to the Employer in cases of contract negotiation and impromptu meetings. Stewards scheduled for day shift shall be excused the day of Union Business. If the scheduled meeting does not occur within the Steward's scheduled work shift, the Steward shall be allowed to designate either half of the shift before or half of the shift after as Union Business.

Section 4 The Employer agrees to provide all new Bargaining Unit members with a copy of the collective bargaining agreement. Expenses are to be equally borne by the Employer and the Union.

ARTICLE 22
HOSPITALIZATION AND LIFE INSURANCE

Section 1 The Employer shall provide health insurance coverage for employees and dependents on the first day of the month following the sixtieth (60^{th}) day of employment, upon application by the employee. Other benefits such as life insurance and short-term disability coverage will become effective the first day of the month following the ninetieth (90^{th}) day of employment.

Section 2 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, and paid for by the Employer.

Section 3 The County will offer employees two choices of healthcare plans: A Preferred Plan and a High Deductible Healthcare Plan. Employees who choose health insurance coverage shall be required to contribute to the cost of the premium as described hereinafter.

Employees shall contribute, on a pre-tax basis, a percentage of York County's annual premium for health insurance. The percentages for the term of the contract are as set forth below per two-week pay period:

	Preferred	HDHP
2023	8%	5%
2024	8%	5%
2025	8%	5%
2026	8%	5%

For 2023 – 2026, the increase in the contribution amount shall not exceed a thirty-five dollar ($35.00) increase in bi-weekly payroll deduction for any tier each year.

Section 4 There shall be a spousal surcharge 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. Monthly spousal surcharge amounts will be as follows:

2023 $50.00
2024 $100.00
2025 $150.00
2026 $200.00

Section 5 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 6

	General Practitioner Office Visit		Specialist Office Visit	
	Preferred	**HDHP**	**Preferred**	**HDHP**
2023	$25.00	20% after deductible	$35.00	20% after deductible
2024	$25.00	20% after deductible	$35.00	20% after deductible
2025	$30.00	20% after deductible	$40.00	20% after deductible
2026	$30.00	20% after deductible	$40.00	20% after deductible

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

	Emergency Room Visit		Urgent Care Visit	
	Preferred	**HDHP**	**Preferred**	**HDHP**
2023	$125.00	20% after deductible	$25.00	20% after deductible
2024	$125.00	20% after deductible	$25.00	20% after deductible

2025	$125.00	20% after deductible	$30.00	20% after deductible
2026	$125.00	20% after deductible	$30.00	20% after deductible

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

The retail prescription co-pay for employees and dependents shall be as follows the Preferred plan and the High Deductible Health Plan (after deductible):

Retail Pharmacy Co-Pays (30 day or less supply):			
	Generic	**Formulary**	**Non-Formulary**
2023	$10.00	$30.00	$45.00
2024	$10.00	$30.00	$45.00
2025	$10.00	$35.00	$50.00
2026	$10.00	$35.00	$50.00

Mail-Order Pharmacy Co-Pays (90 day supply):			
	Generic	**Formulary**	**Non-Formulary**
2023	$25.00	$70.00	$100.00
2024	$30.00	$75.00	$110.00
2025	$30.00	$85.00	$120.00
2026	$30.00	$85.00	$120.00

Specialty Retail Pharmacy Co-Pays (30 day or less supply):			
	Generic	**Formulary**	**Non-Formulary**
2023	20% - $10 min/$50 max	30% - $30 min/$100 max	40% - $50 min/$150 max
2024	20% - $15 min/$65 max	30% - $40 min/$110 max	40% - $60 min/$200 max
2025	20% - $15 min/$65 max	30% - $40 min/$110 max	40% - $60 min/$200 max
2026	20% - $20 min/$70 max	30% - $45 min/$115 max	40% - $65 min/$205 max

Specialty Mail-Order Pharmacy Co-Pays (90 day supply):			
	Generic	**Formulary**	**Non-Formulary**
2023	20% - $25 min/$125 max	30% - $70 min/$250 max	40% - $100 min/$350 max
2024	20% - $30 min/$135 max	30% - $80 min/$260 max	40% - $110 min/$400 max
2025	20% - $30 min/$135 max	30% - $80 min/$260 max	40% - $110 min/$400 max
2026	20% - $40 min/$145 max	30% - $90 min/$270 max	40% - $120 min/$410 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.

The County provides family vision and prescription drug coverage for those individuals covered by the employee on the medical plan. 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 7 For the HDHP, the Employer shall make annual contributions to the HSA of employees covered by said plan in the amount of $800.00 for the single plan and $1,600.00 for the family plan. The payments shall be payable January 1

Section 8 All employees hired January 1, 2015 or after will have the option of enrolling in the Preferred Plan or the HDHP. They will not be eligible for the Preferred Plus Plan.

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

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

Section 9 Employees who change plan at any other time will not be allowed to move back into the Preferred Plus plan.

Section 10 If an employee experiences a “qualifying event”, which affects their eligibility or that of a dependent during the year, they have 31 days to notify the Benefits Office of the event and request a change to their benefit(s) elections. Examples of a qualifying event would be:

- Marriage
- Divorce
- Birth/Adoption
- Death
- Loss of Insurance/Gain New Insurance
- Dependent reaches age limit (26)

Failure to notify the benefits office within 31 days of a “qualifying event” will result in any changes being delayed until the next Open Enrollment period**.**

Section 11 Employees, who can demonstrate coverage from another source, may "opt out" of all coverage for Hospital, Medical, Dental, Prescription and Vision Insurance for an entire calendar year and they shall receive $2,400 annually, the year after they "opt out". If an employee and their spouse/child are both employed by the County, the non-contributing spouse/child is not eligible for the "opt out" payment. Those employees who retire during the year would be eligible for a prorated "opt out" payment in the year following retirement with proof of other insurance coverage during employment. Employees who resign or are involuntarily terminated are not eligible for any "opt out" payment.

Section 12 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.

ARTICLE 23
RETIREMENT

Section 1 The Employer agrees to provide the participating pension plan stipulated by County Code, unless improved by the Retirement Board. Employee participation shall be mandatory.

Section 2 Changes in employee contributions to the pension plan, such as moving from a percentage payment contribution to a higher percentage payment contribution, shall be optional. Employees shall maintain the percent payment required by law. Changes in the contribution rates shall be consistent with the allowance dates established by the York County Controller.

Section 3 Bargaining Unit members hired prior to January 1, 1989, without separation of service, shall continue to qualify for the County-paid health and life insurance program under the criteria established by the York County Retirement Board. Employees hired on or after January 1, 1989 shall not be entitled to County-paid health and/or life insurance benefits at the time of retirement as stipulated under the County Retirement Board policy.

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, however, shall not be permitted to use patches, insignia, badges, or any other item, which tends to identify them with the County of York, or to indicate that they have any authority therefrom. Employees shall not hold two (2) County jobs.

Section 3 The Employer agrees to reimburse employees for substantiated travel on County business while required to use a personal vehicle, at the rate commensurate with the Internal Revenue Service Rate in effect at the time the mileage occurred.

Section 4 There shall be no solicitation of, or distribution of literature to, employees for any purpose other than charitable contributions as provided for under County policy and code.

Section 5 There shall be a probationary period of one hundred eighty (180) days during which the Employer shall be vested with unequivocal control over new employees. After ninety (90) days of

employment, an employee shall begin to accrue seniority pursuant to the terms of this agreement, retroactive to the date of employment. The probationary period may be extended, for a maximum of thirty (30) days, provided there is mutual consent of the County, the Union, and the employee. While on the 180 day probationary period, the employee is eligible to bid on and hold a schedule shift and relief days upon completion of training period. When an employee is moving from part-time to full-time employment, the probationary period shall be 90 days from the date of full-time status.

Section 6 The Employer agrees to provide Bargaining Unit members with vaccine inoculation against infectious diseases, and provide employees Tine Test for tuberculosis. Inoculation against Hepatitis B will be provided to any employee who requests it. 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.

Section 7 Full-time employees will be subject to mandatory training and all requirements (i.e. regular physicals) in accordance with the Department of Human Services 3800 Regulations at the discretion and direction of the Employer.

Section 8 The County shall provide an additional $1.00 per hour stipend for fluent bilingual ability in Spanish. An independent, mutually selected third party can be utilized to determine fluency. This stipend shall be paid to the senior-most employee on each shift, so qualified. Any employee certified to train in safe physical management shall receive an additional $1.00 per hour stipend. Employees responsible for CPR and/or first aide treatment instruction shall receive $1.00 per hour stipend while engaged in training sessions.

Section9 Any changes to the Bargaining Unit job descriptions in effect at the time of ratification of this Agreement are subject to the provisions of meet and discuss with the Union.

Section10 Case Managers may flex start times, subject to approval of the Administration and limited to twice per pay period. Such approval shall not be unreasonably denied.

Section 11 The County may schedule monthly staff meetings. Employees who attend shall receive the four hour minimum pay, as long as the employee stays and works for the four (4) hours, unless the meeting is in conjunction with their normal shift. Training sessions may be scheduled as needed with the same pay provision. In order to be mandatory, training session schedules must be posted seven (7) days in advance. Employees who have already scheduled time off will be permitted off. Any employee who, due to a training session or staff meeting, would be in line to work more than six (6) consecutive days, shall be given the option of scheduling a day off, at his/her discretion, and with proper notice of at least three (3) days or be paid double time for all hours spent in training or at a meeting.

Section 12 Employees summoned for jury duty shall be granted time off while attending court as a jury member. Upon notification of jury duty selection, the employee shall present written evidence of jury duty to his/her supervisor. During jury duty, the employee will be reimbursed in an amount equivalent to the difference between his/her straight time rate of pay and monies received as compensation for jury duty. Employees scheduled for day or evening shifts shall be excused the day of jury duty. Employees working midnight shift shall be allowed to designate either the shift before or the shift after the day of jury duty as the day excused.

Section 13 Should an employee be required to come in for a hearing or loudermill on their day off, the employee will be guaranteed a minimum of two (2) hours of pay.

Section 14 Employees that are out of work due to suspension, and or, termination shall have their shift and relief days reinstated to them upon their return to work.

ARTICLE 25
SUCCESSORS

This Agreement shall be binding upon the parties hereto, and the heirs, executors, administrators, successors, and assignees of each. The Employer reserves the right, during the term of this Agreement, to privatize the operations and services of the facility. The Employer agrees to negotiate with the Union on effects of privatization.

ARTICLE 26
SAVING CLAUSE

Should any article, section, or portion 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 directly specified in the decision. Upon the issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section or portion.

ARTICLE 27
CREDIT UNION/DIRECT DEPOSIT

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

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

ARTICLE 28
SAFETY COMMITTEE

It is agreed that a Safety Committee shall be formed, which shall be comprised of an equal number of Union and management members, for the purpose of meeting and discussing safety issues. Said Committee shall meet upon one (1) party's written notification and written submission of the intended issue(s) to be discussed at the meeting.

ARTICLE 29
EMPLOYEE TUITION REIMBURSEMENT

Employees shall be eligible for tuition reimbursement, based on the current York County Tuition Reimbursement policy.

ARTICLE 30
ELIGIBILITY FOR BENEFITS

An employee is designated as a full-time employee if his/her regular scheduled hours of work equal or exceed 32 hours per week. A full-time employee is eligible for all benefits.

An employee is designated as a part-time employee if his/her regular scheduled hours of work are less than 32 hours per week. Any part-time employee working in excess of 1000 hours per year is eligible for retirement benefits. A part-time employee is eligible for PTO on a pro-rated basis. A part-time employee is not eligible for any other benefits unless otherwise provided by law.

ARTICLE 31
PART-TIME EMPLOYEES

Section 1 Part-time employees shall be considered as members of the collective bargaining unit and shall not be scheduled for more than thirty-one (31) work hours per week. Part-time employees who work one thousand (1,000) hours annually will be required to pay mandatory retirement contributions as dictated by County policy.

Section 2 There are two (2) classifications of Part-Time employees.

1. Regularly scheduled part-time employees will be eligible to work in slots, designated by mutual consent of the Union and the Employer, as Regular Part-time slots. Vacancies in the regular part-time slots will be filled by seniority from the part-time seniority list. If the slot remains vacant, the volunteer full-time employees will be offered the slot by seniority. If necessary, after exhausting all of the above options, a mandate may be instituted to fill the slot.
2. The part-time employees not designated as regular part-time employees will be utilized to fill vacancies in the schedule as directed by the provisions set forth in Article 14 of this Agreement.

Section 3 Part-time employees shall accrue seniority based on straight time hours worked, no more than eight (8) hours per day may be counted. Part-time seniority rosters shall be maintained separate from full-time seniority rosters, and will be updated quarterly. A copy of the updated roster will be furnished to the Union. Part-time employee's, who obtain full-time status, shall carry the seniority accrued as a part-time employee to their status as a full-time employee.

Section 4 All hours worked on a holiday by a part-time employee will be paid at a rate of time and one half. Part-time employees will be entitled to shift differential for all hours worked within the shift differential designations.

Section 5 Part-time employees may accrue PTO as outlined in Article 8 – PTO, Section 3.

Section 6 Only one (1) part-time employee per shift may schedule off.

Section 7 There shall be a probationary period, for all part-time employees, of one hundred and eighty (180) calendar days during which the Employer shall be vested with unequivocal control over new employees. After ninety (90) days of employment, an employee shall begin to accrue seniority pursuant to the terms of this agreement, retroactive to the date of employment. The probationary period

may be extended, for a maximum of thirty (30) days, provided there is notification to the Union and the employee. In addition, if a part-time employee transfers to full-time, they will be required to go through a probationary period of ninety calendar (90) days.

Section 8 Part-time employees will be subject to disciplinary action in accordance with the provisions set forth in Article 18 of this Agreement.

Section 9 Part-time employees will be subject to mandatory training and all requirements (i.e. regular physicals) in accordance with the Department of Human Services3800 Regulations at the discretion and direction of the Employer.

ARTICLE 32
LAYOFFS

In the event of a layoff/workforce reduction, the following procedure shall be utilized:

When the Employer intends to cancel or abolish a bid job, the Union shall be notified, in writing, the reason for canceling or abolishing said job a minimum of fourteen (14) calendar days prior to the effective date of cancellation and a copy of the written notice shall be posted.

If the Employer determines that it is necessary to reduce the workforce, the Employer shall identify the classification to experience the reduction. The least senior employee in the classification shall be laid off first. Seniority shall prevail in re-employment after layoff. The employee shall be returned to work in the reverse order in which they were laid off.

Employees who are laid off shall retain their seniority and recall rights for a period of time equal to the employee's length of service with a maximum of eighteen (18) months. All recall notices shall be made by certified mail to the employee's last known address made known to the Employer or via telephone discussion with a Union Steward present. The employee shall lose his/her seniority rights and all other rights under this Agreement if he/she does not respond to recall notice within seven (7) calendar days of receipt of the notice in order to establish a mutually-agreeable date to return to work.

A senior employee may elect to take a voluntary layoff when the Employer determines it necessary to reduce the workforce. Employees electing for a voluntary layoff will be eligible for recall based on seniority.

Employee benefits shall commence upon being recalled and returning to work.

ARTICLE 33
TERM OF AGREEMENT

Except as specifically expressed herein, this Agreement shall be effective from January 1, 2023 through December 31, 2026.

County of York County

Julie Wheeler
President Commissioner

P. Douglas Hoke
Vice President Commissioner

Ron Smith
Commissioner

Gregory Monskie
Chief Operating Officer/Chief Clerk

Teamsters Local 776

Shane Weaver
Business Agent

Edgar H. Thompson
President