Right-to-Know Law Request
Policy Governing Employee Overtime Approval – York County

Pursuant to the Pennsylvania Right-to-Know Law ("RTKL"), 65 P.S. §67.101 et seq., I request access to the following public record:

1. The current internal policy, standard operating procedure, directive, manual section, memorandum, or written guidance that governs overtime approval for York County employees.

This includes any policy describing when overtime may be requested, who is authorized to approve overtime, required documentation, workflow or approval steps, and any related administrative guidelines. If more than one policy is in effect (e.g., countywide plus department-specific), please include all.

Why this is a public record

Under §67.102 and §67.305, records that document a County agency's policies, procedures, or internal operations are public records unless a statutory exemption applies.

Internal policies that guide employee actions—such as overtime approval, scheduling, pay administration, and workflow—are routinely held to be public because they document how an agency carries out its official business. Courts have consistently held that:
• Policy manuals and internal operating procedures are public unless they reveal protected investigative materials or privileged security procedures.
• Employment-related administrative policies (overtime, leave approval, payroll workflows, HR procedures) are not exempt as personnel records because they regulate the agency rather than an individual employee.

Format & Delivery

Please provide this record in electronic format (PDF or native format) by email.

If any portion is withheld, please provide:
1. The specific legal basis under 65 P.S. §67.708;
2. A redaction log as required by §67.706; and
3. The name, title, business phone number, and signature of the Open Records Officer (§67.903).

If the record does not exist, please confirm this in writing (§67.705).

ARTICLE 15
OVERTIME

Sections 15.1 through 15.4 shall apply only to Communications Center Employees

15.1 No employee shall begin work prior to his/her regularly scheduled hours of work without supervisory approval.

15.2 All time worked in excess of eight (8) hours in any one (1) day or forty (40) straight time hours in any one (1) week shall be paid at the rate of time and one-half.

a. In addition to 15.2, any employee who works in excess of twelve (12) hours in (1) day will earn double time for hours worked in excess of twelve (12) hours consecutively in one (1) day. Applicable shift differential will also be paid at double time for these hours worked. Double time does not apply to pay received for non-worked time (PTO, Bereavement, holiday, etc.).

15.3 Overtime 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), specifically examining hours worked.

a. When an employee works a shift in addition to the employee's pre-assigned shift, the first eight (8) hours worked shall be calculated as regular hours and the additional hours of work in excess shall be calculated as overtime or double time in accordance with this Section.

15.4 When overtime is needed and/or required, the overtime work shall be filled by utilizing the procedure below:

First: Voluntary Overtime: Qualified within the bargaining unit, including part-time on the basis of seniority.

Second: Mandatory Overtime: Qualified within the bargaining unit, excluding part-time, with the least amount of seniority

Types of Overtime are defined as:

Scheduled Voluntary Overtime (VOT)-

A. That which an employee signs up for through the scheduling software. Voluntary overtime will be awarded first, by seniority, to those who sign up for a full-shift block, second, by seniority, to those who sign up for the largest block. A shift block is defined as the vacancy posted, within the standard scheduled shift.

B. As soon as overtime becomes available, it shall be posted and filled in accordance with Section 15.5 of this CBA.

C. Any employee may volunteer for all scheduled overtime and the overtime will be filled by the most senior volunteer within the subsets listed above

Scheduled Mandatory Overtime

A. Any overtime that is assigned to an employee as part of the standard scheduled work week not to exceed 20 hours per week, and:

B. Includes overtime that is assigned to an employee after the Schedule and VOT has been posted but with advance notice (not day of), not to exceed 20 hours per week.

1. In the event that this type of overtime is assigned, the employer shall rotate the mandatory overtime to available employees on an equitable basis.

2. Every attempt shall be made to ensure a mandated employee is mandated into overtime that is attached to their regularly scheduled shift and to ensure employees are not mandated on their days off.

C. An employee with approved PTO can pick up any voluntary overtime on a day off to be exchanged for PTO hours. An unapproved PTO (late, call off, etc.) will void the ability to exchange the hours. The scheduler must be notified of the exchange request by 0800 on Monday of the following week.

D. Any Employee, who works twenty (20) hours of overtime in a week, will be exempt from any additional scheduled mandatory overtime within that same schedule week. These employees are subject to on the spot mandates.

On the Spot Mandatory Overtime

A. Any overtime that is assigned (day of) to an employee caused by an immediate need. This overtime will be assigned in four (4) hour blocks and assigned by shift by skill set, with 1st least hours worked per week, 2nd least hours worked per day, 3rd least seniority.

B. The exception to all of Article 15.5 will be in cases where any unscheduled mandatory overtime will be given to the employee due to situations that arise, (i.e. call offs, terminations, resignations, etc) or where the operations of the 911 center is compromised.

1. No employee shall be denied voluntary overtime in order to mandate that same employee to another block of time. Any employee who removes themselves from overtime in the scheduling software, before the overtime is awarded, will be subject to mandation.

2. Employees may give away "on the spot" or “scheduled” mandatory overtime to another employee, however subject to additional mandates, so long as they are signed off to perform the same duties and the overtime does not violate any overtime provisions or infringe on any other already approved/scheduled overtime.

When giving away "on the spot" mandatory overtime, the employee who is giving away the overtime has the responsibility to notify a supervisor on duty, in writing and prior to the start of the mandated shift, of whom they have given the overtime to. When giving away "scheduled" mandatory overtime, the employee giving away the overtime has the responsibility to notify the Ops Manager and/or Shift Supervisor on Duty in writing one shift prior. For "on the spot" giveaways, must be approved by Ops Manager and/or Shift Supervisor on Duty.

3. Available hours for the current bid period will be posted for a minimum of 5 days. All hours posted as of 0800 Monday, with the exception of weeks where a holiday falls, will be awarded to any employee volunteering to cover those hours following the same overtime process detailed in 15.5. Available hours outside of the current bid period will be posted for a minimum of 24 to allow all shifts the opportunity to volunteer for these hours.

Sections 15.5 through 15.10 shall apply to all other Departments covered by this Agreement:

15.5 No employee shall begin work prior to his/her regularly scheduled hours of work without supervisory approval.

15.6 All time worked in excess of eight (8) hours in any one (1) day or forty (40) straight time hours in any one (1) week shall be paid at the rate of time and one-half.

15.7 Overtime 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 hours worked.

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 shall be calculated as regular hours and the additional hours of work in excess shall be calculated as overtime.

b. By way of specific example, an employee who is assigned to the 8:00am to 4:00pm shift and volunteers to work the midnight to 8:00am shift leading up to the pre-assigned shift, shall have the 12:00am to 8:00am shift calculated as regular straight time and the 8:00 am to 4:00 pm shift calculated as overtime hours.

15.8 No overtime shall be granted to any employee until and unless such an employee has received permission to work in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week as approved by the Executive Director/Director/Supervisor and the County Commissioners or their designees.

15.9 When overtime is needed and/or required for Departments other than Communications, the overtime work shall be filled by utilizing the procedure detailed below:

A daily/weekly sign up list for overtime will be posted at a place agreed upon by the employees and management. Anyone wishing to be considered for overtime for the day/week will need to sign the list prior to the start of their shift.

First: Voluntary: Qualified within the required classification on the basis of department seniority.

Second: Voluntary: Qualified within the department on the basis of department seniority.

Third: Qualified seasonal employees with hours worked for the week plus hours scheduled to work for the week equaling less than forty (40) hours.

Fourth: Mandatory: Qualified within the required classification on a rotating basis beginning with the employee with the least amount of department seniority.

Fifth: Mandatory: Qualified within the department on a rotating basis beginning with the employee with the least amount of department seniority.

An employee will not be required to work more than twelve (12) consecutive hours beginning with the time an employee first punches in.

An employee who works twelve (12) hours will be exempt from mandatory overtime work for a total of twenty-four (24) hours unless the overtime procedure listed above has been exhausted, there is no other employee in the department available to work the overtime, and the overtime is necessary for continued operations.

In the event of an immediate emergency, the County shall determine who will respond to the emergency.

15.10 There shall be no duplication (pyramiding) of any premium or benefit payments as defined in this or any other article of this agreement. Under any and all conditions only one premium shall apply and this shall be the highest of the alternative available. For the purposes of this Article, shift differential will be considered part of base pay. This shall apply to ALL members of this bargaining unit.

Section 13. All employees employed in the bargaining unit at the time of ratification of the Agreement shall receive retroactive pay for all wages that would have been received had this Agreement been effective on January 1, 2023. All employees who were employed in the bargaining unit on January 1, 2023, but have subsequently transferred to a different position or bargaining unit with the County shall receive retroactive pay adjustments from January 1, 2023, through to the date on which the transfer out of the bargaining unit occurred. Any person who resigned, retired, or otherwise ceased employment with the County after January 1, 2023, shall not be eligible for retroactive pay. All retroactive wage payments will be made by the Employer within 60 days of the execution of the Agreement.

ARTICLE 15
OVERTIME

Section 1. No employee shall begin work prior to his/her regularly scheduled hours. Hours scheduled and worked will be regarded as hours worked for the purpose of computing overtime.

Section 2. All time worked in excess of forty (40) straight hours in any one (1) week shall be paid at the rate of time and one half (1 ½). Time and one half (1 ½) will be in the form of either wages or compensatory time with the employee having the option of requiring it first to be compensatory time.

Section 3. A maximum of 60 hours in compensable time may be accumulated per employee. After the employee obtains the maximum of sixty (60) hours accumulation, all overtime worked will be compensated at time and a half (1 ½). All compensable time off will be granted in accordance with Article 8, Section 4.

ARTICLE 16
STANDBY DUTY

Section 1. Employees who work standby duty shall receive compensation involving such duty as follows:

Area Agency on Aging: Fifty dollars ($50.00) per eight (8) hour shift.

CYS: Fifty dollars ($50.00) per eight (8) hour shift.

Section 2. It is understood and agreed that the provisions for standby duty represent full compensation for the time that an employee may be required to spend on the phone. However, an employee called to work and required to report to work while on standby shall be governed by the terms and provisions of Article XVII governing callout.

4. 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.
5. Employees may be eligible for partial benefits if they cannot work sufficient time to earn 80% of pre-disability income.
6. The employee is responsible for medical, dental and other applicable co-payments during the period of disability.
7. While receiving STD income, accumulations of paid time off (PTO) will continue.
8. The appeal process of the insurer will be followed.
9. The two parties agree to meet and discuss any changes to the short-term disability program prior to changes being implemented.

ARTICLE X
MILITARY LEAVE

The parties agree to comply with applicable law governing military leave.

ARTICLE XI
FAMILY MEDICAL LEAVE

Employees shall be entitled to Family / Medical leave in accordance with the provisions of the current York County Policy manual. Any changes to the York County Family Medical Leave policy during the term of this agreement will be applicable to employees covered under this agreement.

ARTICLE XII
BEREAVEMENT LEAVE

Employees shall be entitled to Bereavement Leave in accordance with the provisions of the current York County Policy Manual. Any changes to the York County Bereavement Leave Policy during the term of this agreement will be applicable to the employees covered under this agreement.

ARTICLE XIII
LEAVE WITHOUT PAY

As authorized by County policy, the District Attorney or his designee may grant leave, without pay, beyond that required by applicable law. A bargaining unit member on such leave without pay (without pay means not receiving a County of York paycheck. Employees may be on leave without pay but receiving short-term disability income or other income such as workers compensation) is entitled to maintain health insurance benefits until the last day of the month during which the leave commences.

ARTICLE XIV
OVERTIME AND ON-CALL STATUS

Section 1. Hours (including holiday, bereavement, paid time off (PTO) and compensatory time) in excess of forty (40) hours per week shall be compensated at time-and-one-half times the working employee's base rate of compensation.

Section 2. Employees may be required to work overtime at the discretion of the District Attorney or the Chief County Detective.

Section 3. Employees who are called out to work at other than his/her regular scheduled working hours shall receive a minimum premium pay of four (4) hours. The premium shall be 1 ½ times normal base rate of compensation. Any employee called out on a holiday stated as "Family

Oriented" as listed in Article 7, Section 1, shall be paid a minimum premium pay of four (4) hours at double their normal base rate of compensation.

"Called out to work" means the employee is reasonably expected to leave their home to respond to a call.

Section 4. An Individual placed by the District Attorney or the Chief County Detective on on-call status shall receive $250.00 for each week in "On-Call" Status.

Individuals on-call during a holiday week (per holidays listed in Article 7, Section 1), will receive $300.00.

Section 5. Detectives may be required to engage in active duty during their unpaid meal periods. It is recognized that such activity may likely result in the officer becoming entitled to overtime.

Section 6. There shall be no duplicating or pyramiding of overtime or premium pay hours.

Section 7. Compensatory time – Nothing herein shall prevent a detective from electing to take overtime as compensatory time off from duty, except as limited by the terms of this section, calculated as the same rate of time and one-half for each one hour of overtime. The election of taking overtime as compensatory time and the use of compensatory time for time off shall be subject to prior approval of the Chief County Detective and consistent with the requirements and conditions of the Federal Fair Labor Standards Act. Compensatory time will be given at the rate of 1½ hours for each overtime hour worked.

Employees may not accrue more than 480 hours of compensatory time for hours worked. Employees will be compensated for any hours over 480 as of December 31 of each calendar year at their straight time pay rate as of December 31st of the applicable calendar year.

Payment for accrued compensatory time off upon separation from employment shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

ARTICLE XV
DISCIPLINE AND DISCHARGE

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

ARTICLE XVI
GRIEVANCE PROCEDURE

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

Section 2. Grievances must be presented promptly with the time limitation. Time limits in the appeal stems may be extended by written, mutual consent of the parties. The Employer and the

YORK COUNTY, PA **POLICY MANUAL**

POLICY NUMBER: EC – 13.5 **EFFECTIVE DATE: May 1, 2019**

SUBJECT: Time and Attendance & Hours Worked **PREPARED BY: Policy Committee**

Non-Exempt Hourly Employees

APPROVED BY COMMISSIONERS: May 1, 2019

This policy applies to all departments and employees except if superseded by a bargaining unit agreement, a term or condition of employment subject to the negotiation process, or court-appointed policy.

I. PURPOSE

The purpose of this policy is to clarify the County of York's work schedule(s) and the expectations for non-exempt (hourly) employee time and attendance. This policy will also define regulatory requirements regarding calculation of hours worked for non-exempt County of York employees as determined under Federal and Pennsylvania Wage and Hour regulations

II. POLICY

Non-Exempt (hourly) employees are required to work the number of hours per week as stipulated by the Salary Board. The individual work schedule of the employee will be determined by the Elected Official, Executive Director or Director of the department. Under both Federal and Pennsylvania law, employers must pay non-exempt employees for all time worked. In addition to time spent working during scheduled shifts, "hours worked" includes all time "suffered" or "permitted" by the employer. The County of York will calculate hours worked and pay non-exempt employees in compliance with the law.

III. DEFINITIONS

A. ***Compensatory Time*** is time off from work in lieu of monetary overtime compensation.

B. ***Direct Care employees are non-exempt (hourly) and are involved in direct patient care activities or clinical care services. These positions include, but are not limited to, Occupational Therapist Assistant, Physical Therapist Assistant, Occupational Therapist, Sr. Occupational Therapist, Physical Therapist, Speech Therapist, LPN in Charge, LPN in Charge 1, LPN in Charge 2, LPN in Charge-Transcription, PRN RN, RN Charge Nurse, RNAC, Unit Manager in Training.***

C. ***Hours Worked*** is all compensable time that must be included in calculating a non-exempt employee's pay. *Hours worked* ***includes*** *all time which an employee:*

1. is required to be on duty or on an employer's premises or at a prescribed workplace location, and
2. is suffered or permitted to work, whether required to do so or not.
3. travels on business during the employee's regular work time; all such travel time must be counted.
4. drives to an out-of-town location which also includes an overnight stay; all driving time must be counted.

5. travels and performs any work required while traveling; all time performing work while traveling must be counted as work time even if the employee is traveling on a public conveyance or in an automobile outside of regular hours of work.
6. has a rest period and meal period of 20 minutes or less.
7. travels to a job site for an emergency assignment when on-call; all such travel time for an on-call employee is counted under County policy.

*Hours worked **does not include**:*

1. compensable time that is not physically worked including, but not limited to, holiday pay, civil leave, paid time off and bereavement pay.
2. travel time to and from work, where the activity of traveling is not integrated with the principal activities of the workday.
3. required clothes-changing and wash-up time excluded by terms and practices under a collective bargaining agreement.
4. non-work hour travel time if someone else drives or if the employee takes public transportation; the employee's non-work hour travel time is excluded.
5. meal periods of over 20 minutes, provided the employee is completely relieved from duty.
6. on-call time if the employee is required only to leave a telephone number where he/she can be reached, has a beeper with broad range, has adequate time to report to work, and is otherwise free to use his/her time off as personal time in the community.

D. ***Work permitted*** – See definition for "work suffered".

E. ***Work suffered*** is work that is not requested by the employer but 'suffered", or permitted to be performed. It is work time when the employer knows or has reason to believe that the employee is working. Examples include answering phones while sitting at a desk at lunch, scanning in early every day, and/or working before scanning in for the day or after scanning out.

F. ***Overtime*** – hours worked in excess of forty (40) in any one (1) week.

IV. PROCEDURES

A. Hours worked for non-exempt County employees will be calculated as defined above in in accordance with Federal and Pennsylvania law.

B. The workweek begins on Sunday at 12:00 AM and ends on Saturday at 11:59 PM.

C. Work Schedules

1. The number of hours to be worked each week by an individual employee is stipulated by Salary Board.
2. Individual departments will determine the work schedule for their employees. The work schedule will be determined by the Elected Official, Executive Director or Director of the department.
3. Individual departments may use Alternative Work Schedules (AWS). AWS may consist of a compressed work week (4-10 hour days) or flexible working hours (employees vary arrival and departure times to meet business needs) and subject to the following conditions:
   a. The implementation, continuance, discontinuance or modification of AWS is at the discretion of the Elected Official, Executive Director or the Director, in consultation with the Executive Director of Human Resources. AWS is not a right conferred upon an employee.
   b. Adequate staff coverage, sufficient to meet the operating requirements of the department, is required at all times as outlined in the AWS policy.

c. AWS for non-exempt employees must include an unpaid daily meal period of at least thirty (30) minutes. Meal periods cannot be taken at the beginning or end of the workday in order to further change an employee's start or ending time.
d. Paid Time Off (PTO) will accrue at the same rate as for an employee working a regular work schedule. Paid Time Off (PTO) shall be expended on an hour-for-hour basis equal to the number of hours absent from a scheduled work period.
e. Bereavement and other leave will be provided for the equivalent number of hours as provided for those employees on a regular work schedule (i.e., three days of bereavement leave would be the equivalent of 24 hours for a 40 hour/week employee, no matter their work schedule).
f. Employees entitled to overtime payment at the rate of time and one half (1 ½) for all "hours worked" in excess of eight (8) hours in any one day or forty (40) hours in any one week may not be eligible to work a AWS. d.
g. All departments must be staffed during established hours of operation.

D. Time and Attendance
1. Hourly/Bargaining Unit employees are prohibited from working "off the clock", in other words, they are <u>not</u> permitted to work unless they have scanned in on a time clock or they are recording time on a manual system.
2. Hourly/Bargaining Unit employees are not permitted to work overtime or more than their regularly scheduled hours, unless approved by their supervisor.
3. Hourly/Bargaining Unit employees will be compensated for overtime work in money and not time (i.e. compensatory time), unless, and **only** if, there is a specific provision in a labor agreement permitting the use of compensatory time.
4. *Hourly/Bargaining Unit employees must not scan in for work any earlier than six (6) minutes before their scheduled shift start time.
5. *Hourly/Bargaining Unit employees must scan out after their shift ends and not more than six (6) minutes after their shift end time.
6. ***Items indicated with an * must be adhered to so that overtime that is not worked is not inadvertently recorded. Overtime worked and not approved, while paid, will be subject to disciplinary action.**
7. If using a manual time card, the employee and supervisor must sign and date the time card. Starting and ending times must be recorded along with meal break times.
8. *Examples* of scan in or manual time card recording and how time worked is calculated in tenths of an hour:

Scan in or Manual Time Card Entry (minutes)	Calculation to tenth of an hour	Scan in or Manual Time Card Entry (minutes)	Calculation to tenth of an hour
00-05	0	30-35	5
06-11	1	36-41	6
12-17	2	42-47	7
18-23	3	48-53	8
24-29	4	54-59	9

9. Employees working a Monday through Friday schedule from 8:00 am to 4:30 pm with a one-half (1/2) hour lunch period could scan in as follows:
   Scan in 7:54 am (0)
   Scan out between 4:30 pm and 4:35 pm (5)
   or
   Scan in 8:05 am (0)
   Scan out between 4:30 pm and 4:35 pm (5)
10. Examples of scan in or manual time card recording of a one-half (1/2) hour lunch period and a one (1) hour lunch period are as follows:
    ½ hour lunch period – scan out at 12:07 pm (1)
    scan in at 12:41 pm (6)
    1 hour lunch period – scan out at 12:13 pm (2)
    scan in at 1:17 pm (2)
11. Employees are expected to scan in and report to their workstation by the start time of their work schedule
12. Tardiness is defined as reporting to the workstation after the scheduled start time. Habitual tardiness will not be tolerated and will be subject to disciplinary action.

V. OVERTIME

A. Employees are required to obtain prior supervisor approval before performing overtime work.
B. Overtime worked without authorization could result in disciplinary action.
C. Hours scheduled and worked will be regarded as hours worked for the purpose of computing overtime.
D. Non-Exempt employees, except those as defined above as Direct Care employees, will be entitled to overtime payment at the rate of time and one half (1 ½) for all "hours worked" in excess of forty (40) hours in any one (1) week.

RELATED COUNTY POLICIES: Time and Attendance – Exempt (Salary) Employees
Paid Time Off Benefit
Bereavement Leave
RELATED FORMS: None
ORIGINAL DATE ESTABLISHED: October 2003
REVISION DATES: April 2010, February 2015, May 2015, April 2019

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

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

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

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

ARTICLE 8 – BEREAVEMENT LEAVE

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

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

ARTICLE 9 – MILITARY LEAVE

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

ARTICLE 10 – FAMILY MEDICAL LEAVE

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

ARTICLE 11 – LEAVE WITHOUT PAY

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

ARTICLE 12 – OVERTIME

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

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

a. When an employee works a shift in addition to the employee's pre-assigned shift, the first eight, ten or twelve hours of work (depending on bid) shall be calculated as regular hours and the additional hours of continuous work in excess of the first eight, ten or twelve worked shall be calculated as overtime.
b. By way of specific example, a Captain or Lieutenant 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 shall not be pyramided.

Section 3 Overtime work shall be assigned in accordance with past practice. The Employer shall not be responsible for departures from past practice.

Section 4 Employees who volunteer to work more than three hundred and twenty (320) hours (in excess of the shift briefing time of three (3) hours per pay or seventy eight (78) hours per year) in any calendar year, shall receive a bonus of five hundred dollars ($500) which sum shall be payable in the month of January following the year for which the employee is eligible to receive the bonus. For purposes of this section, the overtime bonus will be determined at the end of the year based upon overtime hours actually worked during said year. Hours paid as straight time and regularly scheduled hours shall not be counted.

ARTICLE 13 – EARNINGS

Effective and retroactive to January 1, 2021, all current employees hired before January 1, 2021, shall receive a 3% wage increase.

Effective and retroactive to January 1, 2022, all current employees hired before January 1, 2022, shall receive a 3% wage increase. After such increase has been calculated, an additional $2.00/hour wage increase shall be calculated.

Effective January 1, 2023, all current employees hired before January 1, 2023, shall receive a 3% wage increase.

Effective January 1, 2024, all current employees hired before January 1, 2024, shall receive a 3% wage increase.

Effective January 1, 2025, all current employees hired before January 1, 2025, shall receive a 3% wage increase.

Start Rates will be as follows:

	2021	2022	2023	2024	2025
Unit Managers (salaried)	$71,400.00/year	$76,988.00/year	$78,527.76/year	$80,098.32/year	$81,700.28/year
Captains	$32.64/hour	$35.79/hour	$36.00/hour	$36.72/hour	$37.45/hour
Lieutenants	$31.88/hour	$34.51/hour	$35.20/hour	$35.91/hour	$36.62/hour

Briefing pay will end for all Captains effective January 1, 2019. Briefing pay will continue for all Lieutenants with the exception of those assigned to Intelligence/Security, Admissions and Maintenance. If these Lieutenants work outside of their regularly assigned position for a shift, they will be provided the briefing pay.

The wages reflected in this article apply only to bargaining unit members employed either on the date the Agreement becomes effective or subsequent thereto.

ARTICLE 14 – 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.

differential for all hours or portions of hours rounded to the nearest 15-minute increment when designated to translate/interpret on behalf of the Employer and at the Employer's request. This payment does not apply during the normal, everyday course of business activities with a client.

ARTICLE 15
OVERTIME

Section 1. No employee shall begin work prior to his/her regularly scheduled hours of working. Hours scheduled and worked will be regarded as hours worked for the purpose of computing overtime.

Section 2. Employees are required to obtain prior supervisory approval before performing overtime work.

Section 3. All time worked in excess of forty (40) straight time hours in any one (1) week shall be paid at the rate of time and one-half. Time and one-half will be in the form of either wages or compensatory time with the Employer having the option of requiring it first to be compensatory time.

Section 4. A maximum of sixty (60) hours in compensable time may be accumulated per employee. After the employee obtains the maximum of sixty (60) hours accumulation, all overtime worked will be compensated at time and one- half (1 ½).

Section 5. Employees are expected to work a forty (40) hour week and may adjust their schedules in accordance with Article 17. Overtime worked without authorization could result in disciplinary action.

ARTICLE 16
SCHEDULING

Section 1. Employees shall be permitted to adjust their work hours to accommodate personal needs of the employee and work operations. Employees who flex their schedule must work forty (40) hours in a week or submit a PTO request to make up for the difference between hours worked and forty (40) hours. Flex hours may consist of a compressed work week (four 10- hour days) or flexible working hours (employees vary arrival and departure times to meet business needs), but will not exceed forty (40) hours in a week.

Section 2. The implementation, continuance, discontinuance, or modification of flex hours is at the discretion of the Executive Director or the Administrator. Flex hours is not a right conferred upon an employee with the understanding that all departments must be staffed during established hours of operation.

Section 3. Flex hours are subject to the following conditions:

a. Flex hours must include an unpaid daily meal period of at least thirty (30) minutes. Meal periods cannot be taken at the beginning or end of the workday in order to further change an employee's start or ending time.

b. Paid Time Off (PTO) will accrue at the same rate as for an employee working a regular work schedule. PTO shall be expended on an hour-for-hour basis equal to the number of hours absent from a scheduled work period.

c. Policies and procedures as outlined in this agreement regarding Hours of Work and use of Paid Time Off outlined in Articles 5 and 8 remain unchanged. Flex hours is not a substitute for adherence to time and attendance policies.

d. All MHIDD and Drug & Alcohol employees must schedule at least one day per week in the office from 8:00 am until 4:30 pm. Employees will be required to notify the employer in advance of their scheduled day and management has the discretion to require staff to change the day based on

f. On-Call time if the employee is required only to leave a telephone number where he or she can be reached, has a beeper with broad range, has adequate time to report to work, and is otherwise free to use his or her time off as personal time.

(Refer to County policy/ Section EC/ Hours Worked – Calculation for Non-Exempt Employees)

603. Hours of Work

The County of York complies with the federal Fair Labor Standards Act (FLSA) relating to employee hours of work and overtime provisions for non-exempt employees.

A week is defined as seven (7) consecutive days beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59 p.m. Individual departments will determine the work schedule for their employees. Supervisors will advise their staff when to report to work and the time to depart daily.

Employees are required to work regularly scheduled hours that the County of York directs each office to be open for business and as determined by the Salary Board.

Employees are expected to be at their assigned work location at their scheduled starting time.

(Refer to County policy/ Section EC/ Time and Attendance – Non-exempt Employees)

604. Overtime

Employees are required to obtain prior supervisory approval before performing overtime work. Unauthorized overtime, while paid, may result in disciplinary action, up to and including termination.

Non-exempt employees will be entitled to overtime payment at the rate of time and one-half (1½) for all "hours worked" in excess of forty (40) hours in any one (1) week. Hours physically worked, with supervisory approval, will be regarded as hours worked for the purpose of computing overtime.

Employees shall not begin work prior to their scheduled hours of work unless authorized by the employer. An employee may report to work prior to his or her starting time if requested to do so by the employer and the employee will be paid for the time.

(Refer to County policy/ Section EC/ Time and Attendance – Non-exempt Employees)

605. Mileage Reimbursement

When an employee is required to use a personal vehicle for approved travel on County business, the employee shall receive reimbursement set at the IRS prevailing mileage rate upon the completion and submission of the Travel Expense Reimbursement Form.

For the purpose of this Section only, it is agreed that the Employer shall continue to pay health insurance benefit coverage consistent with the terms and conditions of the plan document in effect for those employees for the first ninety (90) day period.

12.6 Leaves of absence without pay for medical reasons shall be granted to employees with at least two (2) years seniority for a period of up to sixty (60) days, and an extension may be granted by the Employer for an additional sixty (60) days.

12.7 Leaves of absence without pay for medical reasons shall be granted to employees who have satisfactorily completed their probationary period and have less than two (2) years seniority for a period of up to thirty (30) days, and an extension may be granted by the Employer for an additional thirty (30) days.

12.8 It is understood and agreed for purposes of this Article as relating to medical leaves of absence without pay that prior to an employee receiving or taking a medical leave, the employee shall use all earned sick leave accrued prior to taking such leave. An employee may use any accrued vacation leave prior to taking such leave.

It is further understood that prior to the granting of an extension of medical leave or the return to employment from a medical leave, the employee shall provide the Employer with a physician's statement which shall contain a diagnosis of the patient's condition, the estimated time the employee may return to work, and in cases where the employee is returning to work, a statement that the employee is able to perform his/her normal job function.

12.9 The Employer agrees to reinstate the employee in a comparable position or classification to that last held by the employee immediately prior to the leave of absence, provided the employee possesses the necessary skills and abilities.

For those employees with requests for extended leaves of absence, and are granted, as provided for in either Sections 12.5, 12.6, or 12.7 above, for an extended leave for medical reasons, the employee may return to his/her last held position or classification, provided one is available. If one is not available, the employee shall return to the first available vacancy within his/her last held position or classification, as soon as one becomes available, with no loss of accrued seniority during extended granted period of absence. Benefits shall not be paid or accrued except as provided for in Section 12.5.

12.10 It is understood that an employee who exceeds the time limits as described in this Article, shall lose all seniority.

ARTICLE 13
OVERTIME

13.1 No employee shall begin work prior to his/her regularly scheduled hours of work without supervisory approval.

13.2 All time worked in excess of forty (40) straight time hours in any one (1) week shall be paid at the rate of time and one-half. Time and one-half will be in the form of either wages or compensatory time with the employee having the option to elect overtime or compensatory time first. A maximum of sixty (60) hours in compensable time will be able to be accumulated per employee. After the employee obtains the maximum of sixty (60) hours accumulation, all overtime worked will be compensated at time and one-half (1 ½). All compensable time off will be granted in accordance with Article 8.6.

13.3 It is expected that employees complete their caseload work within normal, daily hours of work within a workweek. If overtime is needed, supervisory approval must be obtained.

13.4 There shall be no duplication (pyramiding) of any premium or benefit payments as defined in this or any other article of this agreement. Under any and all conditions only one premium, excluding shift premium, shall apply and this shall be the highest of the alternatives available.

ARTICLE 14
STANDBY DUTY

14.1 Effective upon ratification of this contract, employees who work standby duty are entitled to a flat fee in the amount of four hundred dollars ($400.00) per week. As of January 1, 2014, Employees who work standby duty are entitled to a flat fee in the amount of four hundred twenty-five ($425.00) per week

14.2 When a holiday falls during the week an employee is required to be on standby duty, the employee shall be entitled to a flat amount of five hundred dollars ($500.00) for that week including the holiday. As of January 1, 2014, employees who work standby duty a week with a holiday are entitled to a flat fee in the amount of five hundred twenty-five ($525.00).

14.3 Any individual on standby duty is not eligible to receive callout pay since they are already being compensated for standby duty. An employee who is required to report to a work location while on standby duty shall be paid for all time worked as well as standby pay.

ARTICLE 15
CALLOUT

15.1 Any employee who is called to work outside of his/her regularly scheduled shift shall be guaranteed a minimum of four (4) hours pay. Called to work shall mean an employee is required to report to a work location. Outside of his/her regularly scheduled shift is defined as any time during which the employee is not clocked into the payroll system.

15.2 An employee who is called at home by a management employee for matters directly related to work shall not be entitled to callout or standby pay. The employee is entitled to be compensated for time spent on work issues at home and must make application for payment on the employee's regular timesheet, subject to verification. Calls from co-workers, unless authorized by a managerial employee in advance, shall not be eligible for compensation.

ARTICLE 16
WAGES

16.1 Effective January 1, 2024, the start rate will be $21.84/hour. The start rate for new hires shall remain in effect during the term of this contract.

All employees covered under this contract shall receive the following raise effective January 1st of each year of the contract

January 1, 2024	$2.00
January 1, 2025	$1.07
January 1, 2026	$1.12
January 1, 2027	$1.15

The above wage increases shall not be retroactive for any employees who have resigned, retired, or otherwise had their employment terminated prior to the date of ratification.

Effective January 1, 2021, all employees hired in 2013 or before shall receive a one- time longevity bonus of fifty cents ($.50) per hour added to the employee's base pay (after the 2.85% increase).

ARTICLE 14
OVERTIME

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

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

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

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

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

Overtime hours shall not be pyramided.

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

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

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

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

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

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

ARTICLE 15
EARNINGS

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

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

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

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

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

ARTICLE 13 – LEAVE OF ABSENCE

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

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

Section 3: Leaves of absence without pay may be granted by the Court for a period of up to ninety (90) days before termination.

Section 4: Employees may request a leave of absence without pay or loss of seniority, for Union business, not to exceed a maximum of ninety (90) days. The decision to grant such a leave will be left to the discretion of the Court.

ARTICLE 14 – OVERTIME

Section 1: Hours scheduled and worked and holiday time not worked shall be used in computing total hours worked for purposes of calculating overtime.

Section 2: Hours worked in excess of eight (8) hours per day or forty (40) hours in a work week shall be compensated at the rate of time and one-half the employee's regular hourly rate of pay. Alternative schedules may exist in certain District Justice Offices where employees flex their schedules to have certain days, or hours, off in a given work week. The employees who work in the District Justice Offices, with such alternative schedules, are only entitled to overtime when they work in excess of forty (40) hours in a work week. Overtime hours shall not be pyramided.

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

ARTICLE 15 – EARNINGS AND RETRO ACTIVITY

Section 1: Wage increases shall be granted as follows:

Classification	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
I	$1.40	4%	4%	4%
II	$1.30	3.75%	3.75%	3.75%
III	$1.20	3.50%	3.50%	3.50%
IV	$1.20	3.25%	3.25%	3.25%
V	$1.20	3%	3%	3%

Section 2: If an employee transfers to another job with the same or substantially the same duties, (s)he

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

ARTICLE 14 – OVERTIME

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

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

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

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

ARTICLE 15 – EARNINGS AND RETRO ACTIVITY

Section 1: Wage increases shall be granted as follows:

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

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

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

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 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.